



TOWN OF COLONIE

Zoning Board of Appeals
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crummey
Town Supervisor

Phone (518) 783-2706 Fax (518) 783-2772
www.townofcolonie.gov/boards/zba/

Peter R. Crouse
Chairman

To: Members of the Zoning Board of Appeals

From: Andris Blumbergs, Director

Subject: **Zoning Board of Appeals Agenda – September 16, 2026**

Adjourned Hearing(s):

26-024 713 Troy Schenectady Road – Rehabilitation Support Services

New Hearing(s):

N/A



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Peter R. Crouse
Chairman

TAKE NOTICE that the Town of Colonie Zoning Board of Appeals will hold a public hearing at the Public Operations Center, 347 Old Niskayuna Road, Latham, in the Town of Colonie, on the **5th day of August 2026, at 7:00 p.m.**, to hear the appeal of **Rehabilitation Support Services** from the decision of the Building Department Director for the Town of Colonie denying the applicant a Building Permit for the premises located at **713 Troy Schenectady Road**. A crisis intervention center is not a permitted use in the Commercial Office Residential (COR) zoning district, as stated in the Town of Colonie Land Use Law, Sections 190-18, 190-21, and 190 Attachment #1 – Table of Permitted Uses. The proposed crisis intervention center does not meet the requirement of being located at least 1,000 feet from the zone line of any zoning district, which includes residential uses including but not limited to: SFR, MFR, OR, NCOR, COR, and HCOR, as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(a). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from schools, day-care centers, and playgrounds, as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(b). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from businesses with a liquor license and from cannabis dispensaries to reduce exposure to substances that could trigger relapse, as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(e). The Zoning Board of Appeals will hear the request for variance from the provisions of the Code of the Town of Colonie, Chapter 190, to permit such use, and a SEQR Determination for such appeal. The public may view and listen to the Zoning Board of Appeals hearing on the Town's website by typing <https://colonienny.iqm2.com/Citizens/Default.aspx> in your web browser. The public may present comments to the Board in person or by emailing infozba@townofcolonie.gov. (Emailed comments must be received at least 24 hours in advance.) Such comments will be addressed by the Chairman during the hearing. Landlords are strongly encouraged to notify tenants of the contents of this notice.

ZONING BOARD OF APPEALS
PETER R. CROUSE, CHAIRMAN

DATED: July 22, 2026

Table of Contents

I. Complete Disapproved Zoning Verification Package	1
II. Appeal Decision of an Administrative Official for Interpretation/Variance - Form	42
Attachment to Part II - Appeal Narrative	44
III. Environmental Assessment Form	78
IV. Scaled Survey / Site Plan	83
V. All other attachments	85
A. Affidavit by RSS	86
Exhibit 1	106
Exhibit 2	140
Exhibit 3	149
Exhibit 4	183
Exhibit 5	185
Exhibit 6	188
Exhibit 7	216
Exhibit 8	251
Exhibit 9	262
Exhibit 10	265
Exhibit 11	284
Exhibit 12	290
Exhibit 13	324
Exhibit 14	331
Exhibit 15	333
Exhibit 16	337
Exhibit 17	344
Exhibit 18	348
Exhibit 19	384
Exhibit 20	388
Exhibit 21	392
Exhibit 22	410
Exhibit 23	462
Exhibit 24	472
B. Affidavit by Landlord/Owner	477

Ex. "A"	485
C. Letters of Support (2026)	520

I. Complete Disapproved Zoning Verification Package



TOWN OF COLONIE

Building Department
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crummey
Town Supervisor

Phone **POL 87(2)(a) - 2** Fax (518) **POL**
www.townofcolonie.gov/departments/building
<http://www.townofcolonie.gov/boards/zba>

Chretien T. Voerg, P.E.
Director

ZONING VERIFICATION RECEIPT

Case Number: **Z202600233**

Address: **713 Troy Schenectady Road**

Applicant: **Rehabilitation Support Services**

Date of Denied Zoning Verification: **March 10, 2026**

Filing Date: **April 3, 2026**

Albany County Planning Board Required*: **Yes**

Zoning Verification Fee: **\$115**

Zoning Board of Appeals Fee: **\$690**

I hereby acknowledge receipt of a Zoning Verification form stamped "DISAPPROVED" for the above stated date and location. I am the applicant (or represent the applicant) that filed this form with the Building Department.

I am aware that I have sixty (60) days from the date the "DISAPPROVED" Zoning Verification was filed in the Town of Colonie Town Clerk's Office to file an "Appeal From The Decision of the Administrative Official Application for Interpretation/ Variance", or I lose my ability to file an appeal.

*Please note: if marked "Yes," this project must be reviewed by the Albany County Planning Board before it can be scheduled for the Town of Colonie Zoning Board of Appeals.

Signed

Print Name

Charles B. Dennis

Date

4/16/26



Commercial Zoning Verification

FILED

APR 10 2026

Peter G. Crumme
Town Supervisor

Julie L. Gansle
Colonie Town Clerk

Town of Colonie Building and Fire Services Department
Public Operations Center, 347 Old Niskayuna Road
Latham, New York 12110

Phone POL 87(2)(a) -
www.colonie.org/departments/building



THIS APPLICATION IS FOR ZONING VERIFICATION FOR ANY COMMERCIAL PROJECT
FEES ARE DUE AT THE TIME OF APPLICATION
THIS FORM WILL BE ON FILE FOR 1 YEAR

Any proposal which requires a Town of Colonie Building and Zoning Permit or an approval issued by the Town of Colonie Planning Board/Department must first be reviewed by the zoning enforcement officer of the Town of Colonie to determine whether the proposal violates any provision(s) of the Town of Colonie Zoning Laws. The Officer's determination is based solely upon the information submitted on/with this form and such determination is subject to review and change if the project is modified or further information becomes available at a subsequent date. The officer reserves the right to request further information as deemed necessary. A disapproval of the application by the zoning officer means the project, as designed, cannot proceed for the reasons provided. If you the applicant disagree with the zoning officer's determination you may appeal said determination to the Town of Colonie Zoning Board of Appeals. A new Application for Zoning Verification may need to be submitted if the applicable zoning laws change before the proposed action is completed.

NOTE: IF OWNER IS NOT THE SIGNEE, THE SIGNEE SWEARS THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND THAT THE SIGNEE IS AUTHORIZED TO MAKE SUCH APPLICATION.

1. GENERAL INFORMATION:

CASE #Z 202600233

Address of site of proposed action:

713 TROY-SCHENECTADY ROAD LATHAM NEW YORK 12110
Number Street City State Zip

Name of applicant REHABILITATION SUPPORT SERVICES

Address 5172 WESTERN TURNPIKE ALBANY NEW YORK 12009
Number Street City State Zip

Applicant's phone (W) (Cell)

Email Address

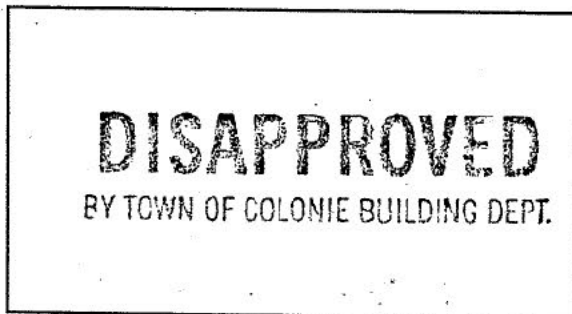
Contact person TIMOTHY FARRICKER

Email Address

Phone number (W) (Cell)

Property owner(s) HEALTHCARE REALTY SERVICES, LLC AS AGENT FOR HTA-REGION HEALTH, LLC

Address 711 TROY-SCHENECTADY ROAD, SUITE 212, LATHAM, NEW YORK 12110
Number Street City State Zip



2. Describe the present use of the building and property. (If vacant, so note and list last prior use & tenant).
TENANT SPACE, SUITE 125 CURRENTLY VACANT AND FORMERLY COMMUNITY CARE CARDIOLOGISTS.

3. APPLICANT'S PROPOSED ACTION:

A. Is the proposed action a:

- ☐ New building ☐ Addition ☐ Renovation ☐ Accessory Structure ☐ Other
☒ New tenant (business name) REHABILITATION SUPPORT SERVICES ☒ (Including Alterations)
☐ Change of use (new use)
☐ Temporary tent (Date tent will be erected) (Date tent will be removed)
☐ Site change or other (describe below)

B. Proposed use (check where applicable):

- | | | | | |
|--|--|--|---|---|
| ☒ Office | ☐ Warehouse / Storage | ☐ Motor Vehicle Repair Shop | ☐ Supermarket | ☐ Massage |
| ☐ Bank | ☐ Fast Food Establishment | ☐ Motor Vehicle Service Station | ☐ Wholesale | ☐ Messur |
| ☐ Retail | ☐ Restaurant / Bar | ☐ Motor Vehicle Sales | ☐ Industrial | ☐ Police Handout |
| ☐ Bakery | ☐ Convenience Food Store | ☐ Mini Mart | ☐ Day Care Child/Adult | |
| ☐ Hotel | ☐ Personal Service Business | ☐ Multifamily Dwelling | ☐ Nightclub | |
| ☐ School | ☐ Wireless Telecom Facility | ☐ Place of Worship | ☐ Other | |

C. DESCRIBED THE PROPOSED USE IN DETAIL IN A COMPLETE DESCRIPTIVE NARRATIVE.

SEE ATTACHED

OVER

4. Parcel is located in a COR zoning district (refer to Town of Colonie Zoning Map)

5. SITE INFORMATION: IF THE APPLICANT PROPOSES ONLY A TENANT CHANGE, THIS SECTION MAY NOT BE REQUIRED TO BE COMPLETED. HOWEVER, THIS SECTION MUST BE COMPLETED AND TWO (2) COPIES OF THE PROPOSED SITE PLAN MUST BE SUBMITTED FOR ANY PROPOSAL WHICH INCLUDES A CHANGE OF USE, TEMPORARY TENT, ADDITION, ACCESSORY STRUCTURE OR NEW BUILDING.

A. TEMPORARY TENT: Plan may be hand drawn by the applicant and must depict the existing structure(s), if any, the proposed structure/tent, the lot layout, and all new and existing building setbacks.

B. MAJOR/MINOR OR NONCONFORMING COMMERCIAL SITE OR USE: Plan must be drawn by a licensed N.Y.S. engineer, architect, surveyor or landscape architect and have upon it; the address of the property, all easements, area of the parcel, abutting public highways, frontage of the lot on public highway, all building setback dimensions, the proposed structure, parking, building heights, and all zoning districts within 300 feet of the site. In OR, COR, HCOR and NCOR zoning districts, the site plan must show existing buildings and front yard setback dimensions for abutting properties on each side.

NOTE: MAJOR/MINOR/NONCONFORMING USE Site Development Proposals are defined in the Town of Colonie Land Use Law Section 190-11(A)(B).

C. Area of Property: _____ acres and _____ square feet Lot Size width _____ depth _____
Length of property on a developed street _____ feet
Is this a corner lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.
Is this a through lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.

Building setbacks: Existing Proposed Existing Proposed
Front yard _____ ft. _____ ft. Right side yard _____ ft. _____ ft.
Rear/Front yard _____ ft. _____ ft. Left side yard _____ ft. _____ ft.

Existing Building Height (at peak) _____ ft. _____ stories New Building Size: Length _____ ft. Width _____ ft.
Proposed Building Height (at peak) _____ ft. _____ stories Density Sq. Ft. per acre _____ Units per acre _____

Gross floor area: existing _____ sq. ft. proposed _____ sq. ft. total _____ sq. ft.

6. SIGNATURE OF APPLICANT [Signature]
PRINTED OR TYPED APPLICANT NAME TIMOTHY FARLICRATZ DATE 5/6/26

If DISAPPROVED “Such appeal shall be taken within sixty days after the filing in the town clerk’s office of any order, requirement, decision, interpretation or determination of the administrative official charged with the enforcement of such ordinance or local law, from which the appeal is taken”.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR OFFICIAL USE ONLY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

I, Christopher Mastroianni zoning officer of the Town of Colonie do hereby find that the proposed action as described above and any attachments hereto,

IS IN ACCORDANCE _____ APPROVED DATE _____
SIGNATURE OF ZONING OFFICER

IS NOT IN ACCORDANCE _____ DISAPPROVED DATE 3/10/26
SIGNATURE OF ZONING OFFICER

with Chapter 190 of the Colonie Land Use Law that is effective as of this date.

A crisis intervention center is not a permitted use in the Commercial Office Residential (COR) zoning district as stated in the Town of Colonie Land Use Law, Sections 190-18, 190-21, and 190 Attachment #1 – Table of Permitted Uses. The proposed crisis intervention center does not meet the requirement of being located at least 1,000 feet from the zone line of any zoning district which includes residential uses including but not limited to: SFR, MFR, OR, NCOR, COR, and HCOR as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(a). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from schools, day-care centers, and playgrounds as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(b). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from businesses with a liquor license and from cannabis dispensaries to reduce exposure to substances that could trigger relapse as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(c).

DISAPPROVED
BY TOWN OF COLONIE BUILDING DEPT

TO THE APPLICANT: THIS IS NOT A BUILDING AND ZONING PERMIT. IF YOU WISH TO PROCEED, PLEASE SUBMIT AN APPLICATION FOR THE FOLLOWING:

- ☐ BUILDING AND ZONING PERMIT APPLICATION (Building Department)
- ☒ APPLICATION FOR ZONING VARIANCE OR INTERPRETATION (Building Department)
- ☐ APPLICATION FOR PLANNING DEPT. APPROVAL (Planning and Economic Development)
- ☐ SPECIAL USE PERMIT USE _____

Variance/SUP granted on property _____ Yes ☒ No ☐ Parcel in/near a wetland Yes ☐ No ☒
Variance # _____ Parcel in/near a flood plain Yes ☐ No ☒
Is existing use nonconforming Yes ☐ No ☒ Watercourse on/near the property Yes ☐ No ☒

YES NO VIOLATION - CHAPTER 190-118 (BUILDING PERMITS REQUIRED)
CONSTRUCTION STARTED WITHOUT OBTAINING BUILDING AND ZONING PERMIT

☐ Major Zoning Verification \$215 ☐ Fee Paid _____

Minor Zoning Verification \$115 ☒ Fee Paid _____

Other Zoning Verification \$ 65 ☐ Fee Paid _____

All fees are non-refundable



Rehabilitation Support Services, Inc.

Dan Sauer
Mercer Construction
P.O. Box 636
Clifton Park, NY 12065

3/2/26

RE:711/713 Troy Schenectady RD ICSC Location

Dan,

This 3,870-square-foot facility provides 24/7 medical assessment and stabilization, serving as a vital community resource for individuals experiencing physical or mental health crises that require professional intervention but not acute ER care. Staffed by a multidisciplinary team of physicians, nurses, and social workers, the office utilizes a specialized floor plan to offer clinical treatment and private consultations in a discreet, structured environment. By prioritizing support from family and "collaterals" and leveraging a continuous service model to minimize traffic impact, the facility functions as a quiet, essential health resource that seamlessly integrates into the community while relieving pressure on local emergency departments.

Sincerely,

Tim Farricker
Director of Facilities
Rehabilitation Support Services
5172 Western Turnpike
Altamont, NY 12009

POL 87(2)(a) - 2

POL 87(2)(a) - 2



TOWN OF COLONIE

Building and Fire Services Department
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crumme
Town Supervisor

Phone (518) **POL** Fax (518) **POL**
www.colonie.org/departments/building

Wayne Spenziero
Manager

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH APPLICATION FOR BUILDING AND ZONING PERMIT

Date 12/22/2025

PROJECT Rehabilitation Support Services (RSS) Tenant Alteration

PROJECT ADDRESS 713 Troy - Schenectady Road, Latham, NY 12110
Number Street

OWNER Healthcare Realty

COMPLETE THE FOLLOWING PER NEW YORK STATE BUILDING CODE

P Classification by Occupancy BUSINESS B
P Classification by Construction TYPE II B (ASSUMED)
P.1 Special Inspections Required Yes ☐ No ☒

If yes, the applicant shall submit a statement of special inspections prepared by the registered design professional as a condition for permit issuance. This statement shall include a complete list of work requiring special inspections, the inspections to be performed and a list of individuals, approved agencies or firms intended to be retained for conducting such inspections.

Does the "New York State Existing Building Code" (*for existing buildings*) apply?

Yes ☒ No ☐

If yes, list chapter(s) used CHAPTERS 7 & 8

What areas of Section 305 for "Accessibility in Existing Buildings" apply? 305.2, 305.6, 305.7, 305.8.10, 305.9.1, 305.9.4

FIRE AREA

Actual fire area EXISTING sq. ft.

Allowable per Code – Table 506.2 a,b NA sq. ft.

506.3 (1) Frontage Increase NA sq. ft.

507 (2) Automatic sprinkler system NA sq. ft.

TOTAL PERMITTED FIRE AREA

EXISTING sq. ft.

Explain basis for increase NA

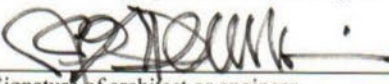
Actual building height 45 ft. Actual No. of stories 3 STORIES EXISTING

Allowable building height (Table 504.3a) 75 ft. Allowable No. of stories (Table 504.4 a,b) 4

The building/space fire sprinkler system is: Existing ☒ Proposed ☐ Alteration ☒ N/R ☐

The building/space smoke detection system is: Existing ☒ Proposed ☐ Alteration ☒ N/R ☐

The building/space fire alarm system is: Existing ☒ Proposed ☐ Alteration ☒ N/R ☐


Signature of architect or engineer

J. MICHAEL DENNIS
Print name of architect or engineer

POL 87(2)(a)

Telephone number

875 SPRING AVE EXT., TROY, NY 12180
Address



TOWN OF COLONIE

Building and Fire Services Department
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crumme
Town Supervisor

Phone (518) POL Fax POL 87(2)(a) -
www.colonie.org/departments/building

This must be completed and submitted with application and plans:

I, J. MICHAEL DENNIS A NEW YORK STATE

LICENSED (x) ARCHITECT
() PROFESSIONAL ENGINEER

have been retained by the owner or developer to make periodic inspections and reports of
the following project (describe) 3,200 SF COMMERCIAL OFFICE TENANT FIT-UP

ON LEVEL 1 OF AN EXISTING 3 STORY BUILDING. THE PROJECT WILL REQUIRE A LEVEL 2

ALTERNATION PER THE EXISTING BUILDING CODE

located at 713 TROY - SCHENEDTADY RD, LATHAM, NY

at regular intervals according to Section 62-18 of the Code of the Town of Colonie entitled,
"Inspections", in order to file a certificate of completion with the Building Department
stating that, to the best of my knowledge, the building or structure has been completed in
accord with the approved drawings, specifications and addenda thereto, insofar as
structural, fire, health and life safety are concerned, or shall state any defects of which I
am aware.


Signature of Architect or Engineer 12/22/25
Date

J. MICHAEL DENNIS
Print name of Architect or Engineer

Address 875 SPRING AVE EXT
TROY, NY 12180

Phone POL 87(2)(a) -

Cell POL 87(2)(a) -

Email (required) POL 87(2)(a) - 2 POL

full scale copies of the following fit up drawings submitted separately as
Part IV. "Scaled Survey/Site Plan"



OFFICE TENANT FIT-UP

713 TROY-SCHENECTADY ROAD

LATHAM, NEW YORK 12110

BUILDING MANAGEMENT:

HEALTHCARE REALTY
244 WESTCHESTER AVENUE, SUITE 215
WHITE PLAINS, NY 10604
PH: POL 87(2)(a) - 2

TENANT:

REHABILITATION SUPPORT SERVICES
3 CHESTNUT RIDGE RD
MONTVALE, NJ 07645
PH: POL 87(2)(a) - 2

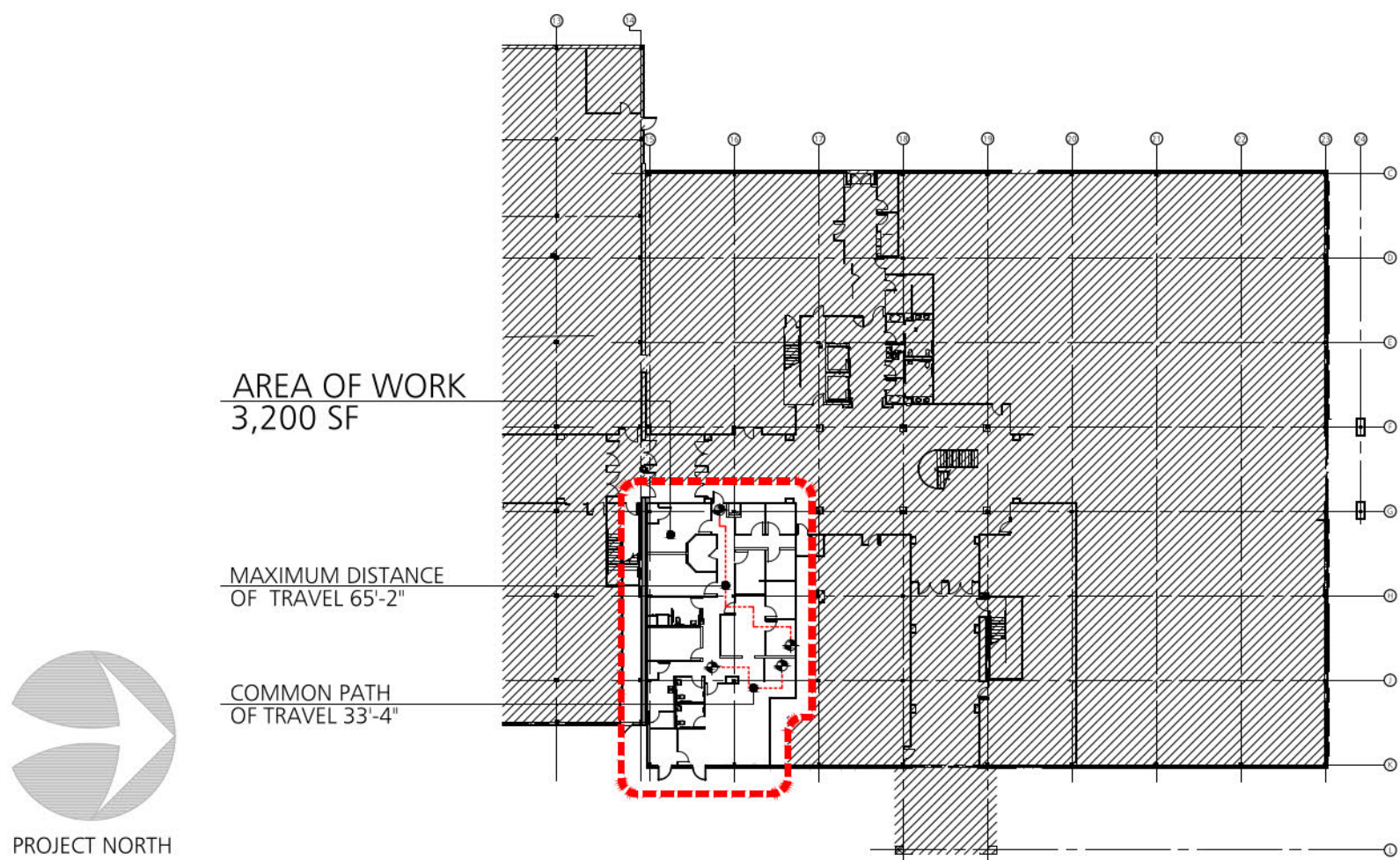
ARCHITECT:

MADesign ARCHITECTURE | INTERIORS, PLLC
875 SPRING AVENUE
TROY, NEW YORK 12180
PH: POL 87(2)(a) - 2

MEP ENGINEER:

RYAN S. JONES, P.E.
2225 W. CHESTERFIELD BLVD., SUITE 200
SPRINGFIELD, MO 65807
PH: POL 87(2)(a) - 2

KEY PLAN - PARTIAL 1ST FLOOR



SITE LOCATION MAP



GENERAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO PROJECT. CONTRACTOR IS ALSO RESPONSIBLE FOR FILING AND SECURING ALL NECESSARY PERMITS, APPLICATIONS AND APPROVALS FOR ALL TRADES.
- CONTRACTOR SHALL PROTECT ALL EXISTING WALLS, DOORS, FRAMES AND SURFACES WHICH ARE SCHEDULED TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL VERIFY THAT ALL EXISTING SURFACES ARE PLUMB, SQUARE AND TRUE AND SHALL CORRECT AS REQUIRED.
- CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND JOB CONDITIONS AND SHALL REPORT TO OWNER AND ARCHITECT ANY DISCREPANCIES OR OMISSIONS WHICH WOULD INTERFERE WITH SATISFACTORY COMPLETION OF WORK. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION, AND INSTALLATION CRITERIA. COORDINATION OF ALL TRADES, SUPPLIED ITEMS, AND THE MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ARRANGING USE OF ELEVATORS, LOADING DOCKS, HOISTING EQUIPMENT, PARKING REQUIRED FOR THE HANDLING OF MATERIALS.
- ALL WORK TO CONFORM WITH DRAWINGS AND SPECIFICATIONS. DRAWINGS ARE NOT TO BE SCALED FOR INFORMATION.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING UTILITY LINES, DUCTWORK, FIXTURES & FINISHES WHICH REMAIN PART OF THE FINAL SPACE. CONTRACTOR SHALL CLEAN, REPAIR, REPLACE, RELAMP, ETC. ITEMS REQUIRED FOR PROPER FUNCTIONING OF THE FINAL SPACE.
- CONTRACTOR TO OVERSEE CLEANING AND ENSURE THAT THE PREMISES ARE MAINTAINED FREE OF RUBBISH DURING CONSTRUCTION. FINAL CLEAN-UP IS THE RESPONSIBILITY OF THE CONTRACTOR WHICH IS TO INCLUDE CLEANING OF ALL INTERIOR GLASS PANELS AND INSIDE OF EXTERIOR WINDOWS AND SILLS. REPAIR, TOUCH-UP, PATCH OR REPLACE MARRED SURFACES AND MAINTAIN UNTIL OCCUPIED BY TENANT.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, CUT SHEETS AND SAMPLES OF PRODUCT AND MATERIALS FOR APPROVAL BY OWNER PRIOR TO ANY FABRICATION OR ORDERING OR MATERIALS.
- CHANGE ORDERS ARE NOT TO PROCEED UNTIL APPROVALS HAVE BEEN MADE BY TENANT AND OWNER.
- PATCHING OF EXISTING CONDITIONS: CONTRACTOR SHALL PATCH SMOOTH ALL EXISTING SURFACE CONDITIONS THAT REMAIN OR ARE EFFECTED FROM THE REMOVAL OF EXISTING FINISHES AT WALLS, DOORS, CEILINGS TO MATCH THAT OF THE NEW BUILD-OUT.
- AT THE COMPLETION OF THE PROJECT, PROVIDE TO OWNER/TENANT ALL MAINTENANCE MANUALS PRESENTING FULL DETAILS FOR THE CARE OF THESE ITEMS. CONTENTS SHALL INCLUDE THE MANUFACTURERS NAMES, INSTALLERS NAMES, ADDRESS AND PHONE NUMBERS AND INSTRUCTIONS FOR INSTALLATION, PARTS LIST AND RELATED DATA SHEETS.

REMOVAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH BUILDING MGMT LOCATIONS FOR DUMPSTERS, ACCESS TO ELEVATORS AND ALL BUILDING RULES AND REGULATIONS ASSOCIATED WITH CONSTRUCTION ON PREMISES.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TRASH & DEBRIS INTO THEIR OWN DUMPSTERS AND TRUCKS. USE OF BUILDING DUMPSTERS FOR THESE ITEMS IS NOT PERMITTED.

SHEET LEGEND:

A-0 COVER SHEET, GENERAL NOTES
KEY PLANS

ARCHITECTURAL DRAWING LIST:

A-1 FLOOR PLAN & REFLECTED CEILING PLAN
DOOR DETAILS
FURNITURE & FINISH PLAN
MILLWORK DETAILS
A-3 TOILET ROOM DETAILS
A-4 PARTITION DETAILS
A-5 EXTERIOR DETAILS

ENGINEERING DRAWING LIST:

E-1 ELECTRICAL PLANS
M-1 PLUMBING PLANS
M-2 HVAC PLANS
ME-000 MECHANICAL & ELECTRICAL NOTES &
SYMBOLS
FP-1 FIRE PROTECTION PLAN

BUILDING CODE OF NEW YORK STATE SUMMARY

OCCUPANCY CLASSIFICATION (SECTION 304):	BUSINESS GROUP B
CONSTRUCTION CLASSIFICATION (SECTION 602.2):	TYPE IIA (ASSUMED)
SEPARATION BY OCCUPANCY (PER 508.4):	SEPARATED
FIRE RESISTANCE OF NEW BUILDING ELEMENTS (TABLE 601):	TYPE IIA
STRUCTURAL FRAME:	1 HR
BEARING WALLS:	EXTERIOR 1 HR; INTERIOR 1 HR
NON-BEARING WALLS (TABLE 602):	EXTERIOR 0 HR; INTERIOR 0 HR
FLOOR / CEILING CONSTRUCTION:	1 HR
ROOF CONSTRUCTION:	1 HR
CORRIDORS (TABLE 1020.1):	0 HR
CORRIDOR WIDTH (MINIMUM PER TABLE 1020.2 WITH OCCUPANT LOAD MORE THAN 49) 44"	
BUILDING IS FULLY SPRINKLERED	
J. MICHAEL DENNIS	NY'S RA NO. 018164

MEANS OF EGRESS CALCULATION

OCCUPANT LOAD	(LSC TABLE 7.3.1.2 & BCNYS TABLE 1004):
3,200 GROSS SF DIVIDED BY 150 SF PER OCCUPANT	22 OCCUPANTS
MEANS OF EGRESS SIZING	(LSC TABLE 7.3.3.1 & BCNYS 1005.2.1):
OCCUPANT LOAD 22 MULTIPLIED BY EGRESS CAPACITY FACTOR 0.20 INCH PER OCCUPANT (LSC TABLE 7.3.3.1 & BCNYS TABLE 1005.3.2) = 4.4 INCHES MINIMUM OF EGRESS WIDTH REQUIRED	
MINIMUM DOOR WIDTH (LSC 7.3.4.1(2):	36" MINIMUM DOOR WIDTH
ACTUAL WIDTH OF EGRESS UNITS: 2 EGRESS DOORS AT 36" EACH 2 EGRESS DOOR AT 42"	36 INCHES PROVIDED 84 INCHES PROVIDED 120 INCHES TOTAL

FOR BUILDING PERMIT REVIEW

DRAWING TITLE:

COVER SHEET
1ST FLOOR LEVEL
TENANT FIT-UP

PRELIMINARY:

ISSUED:
DEC 22, 2025
REVISION:

SHEET NUMBER:

A-0

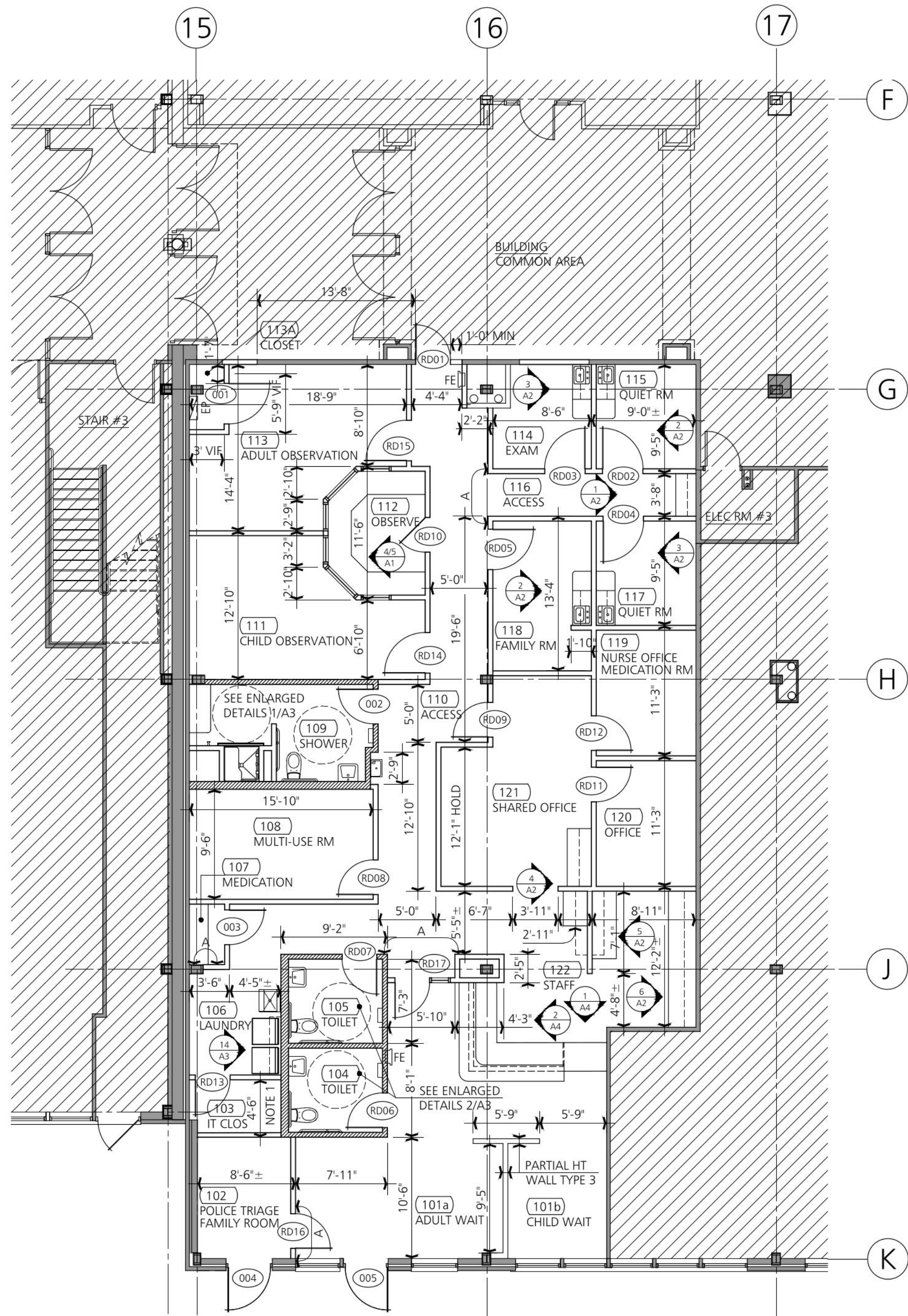
PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK

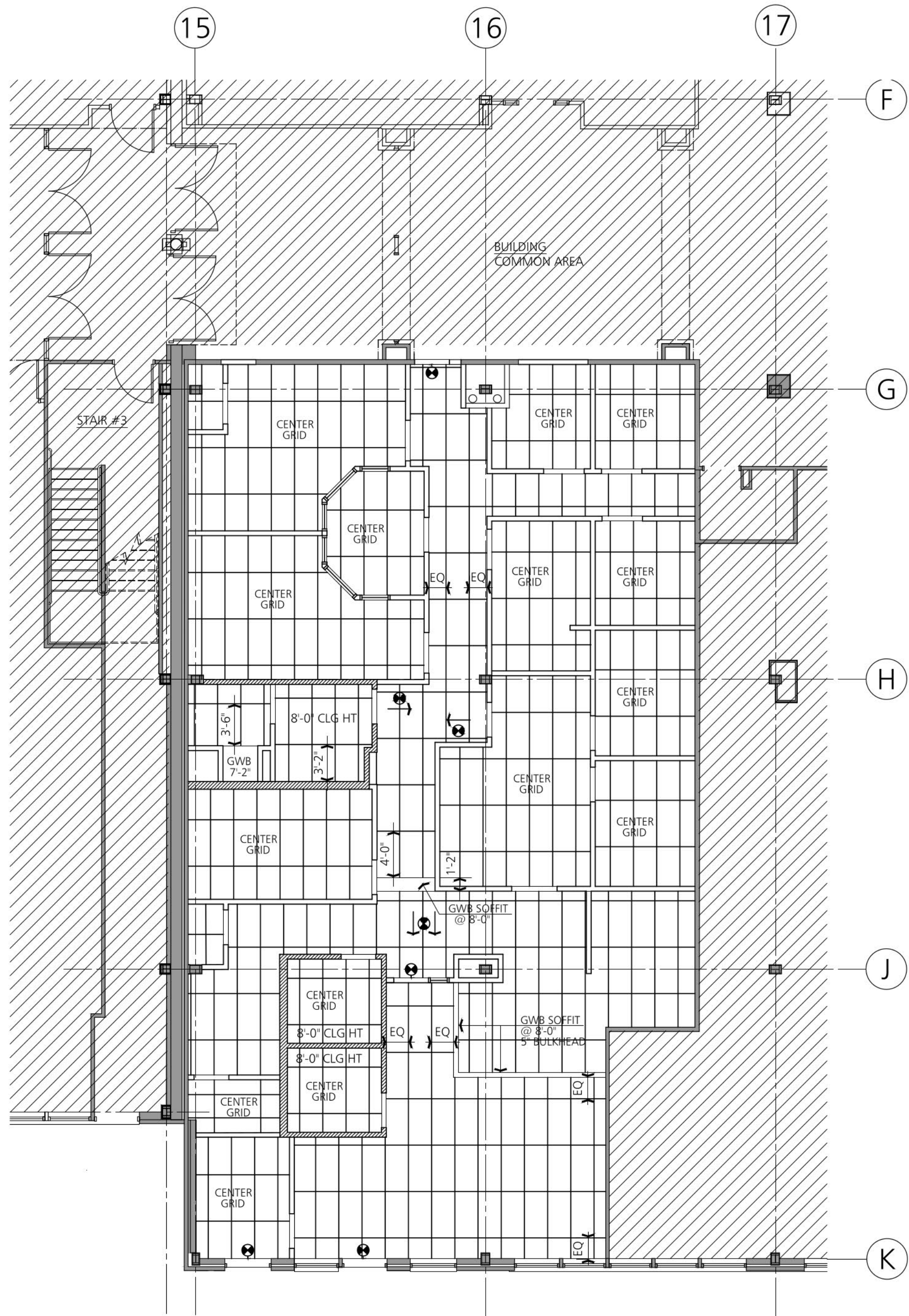


mADesign
architecture interiors

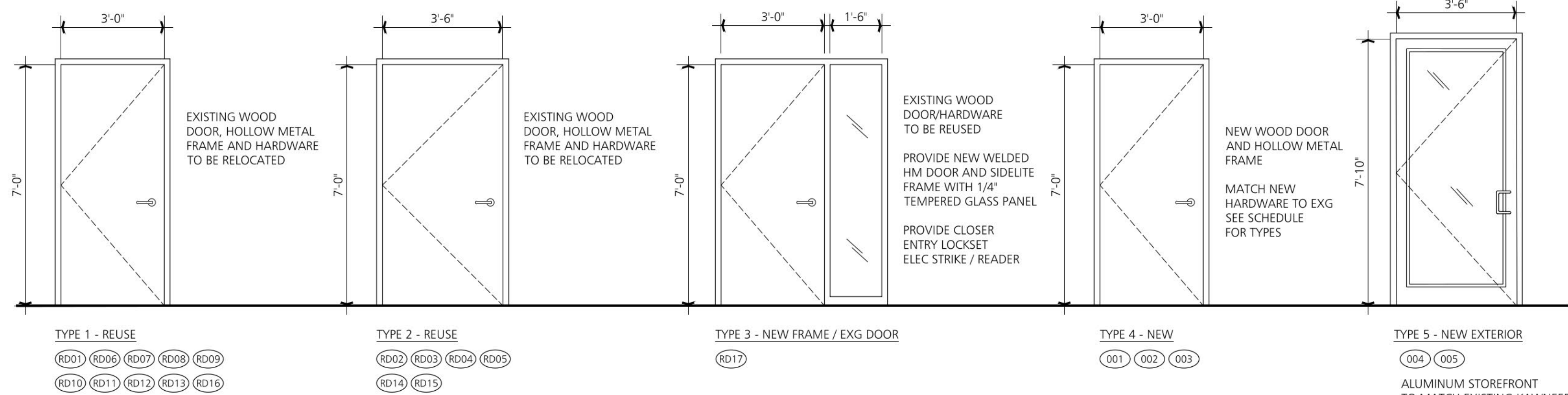
875 Spring Avenue
Troy, NY 12180
P



1
A-1
FLOOR PLAN
1/8" = 1'-0"

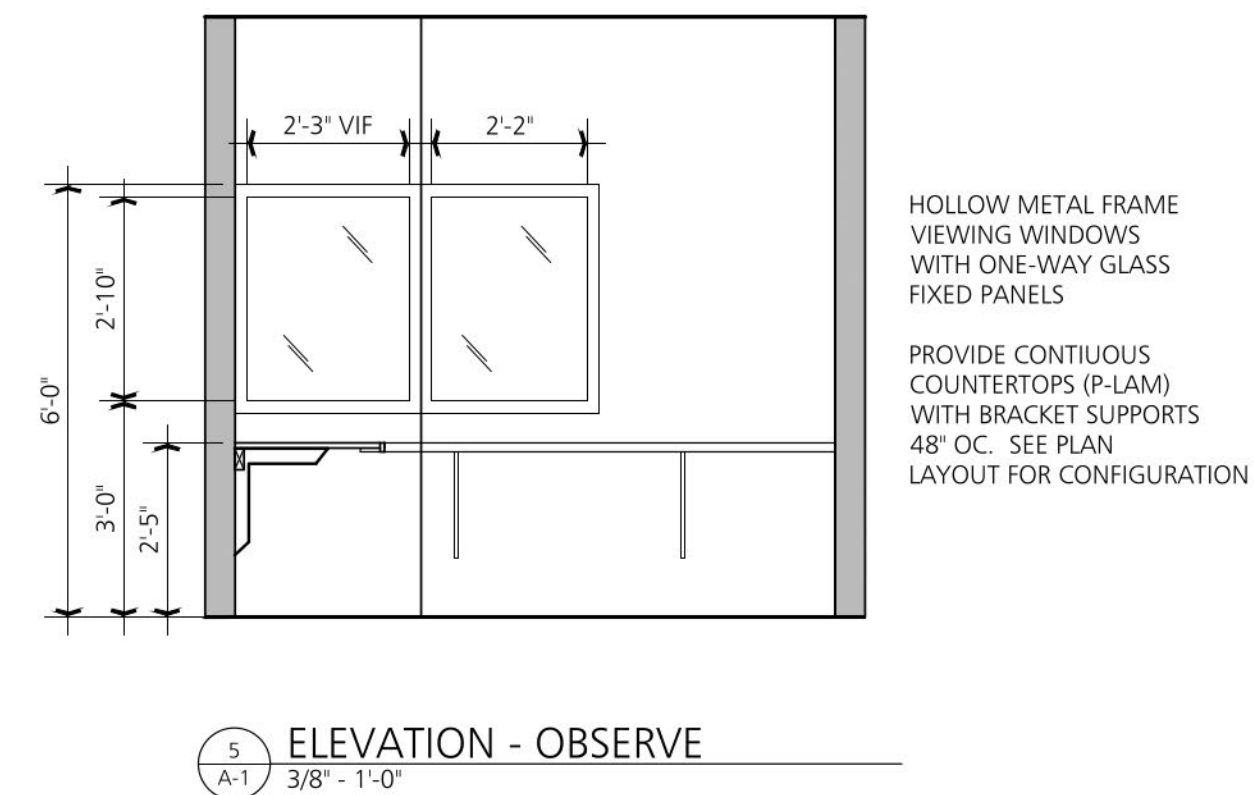
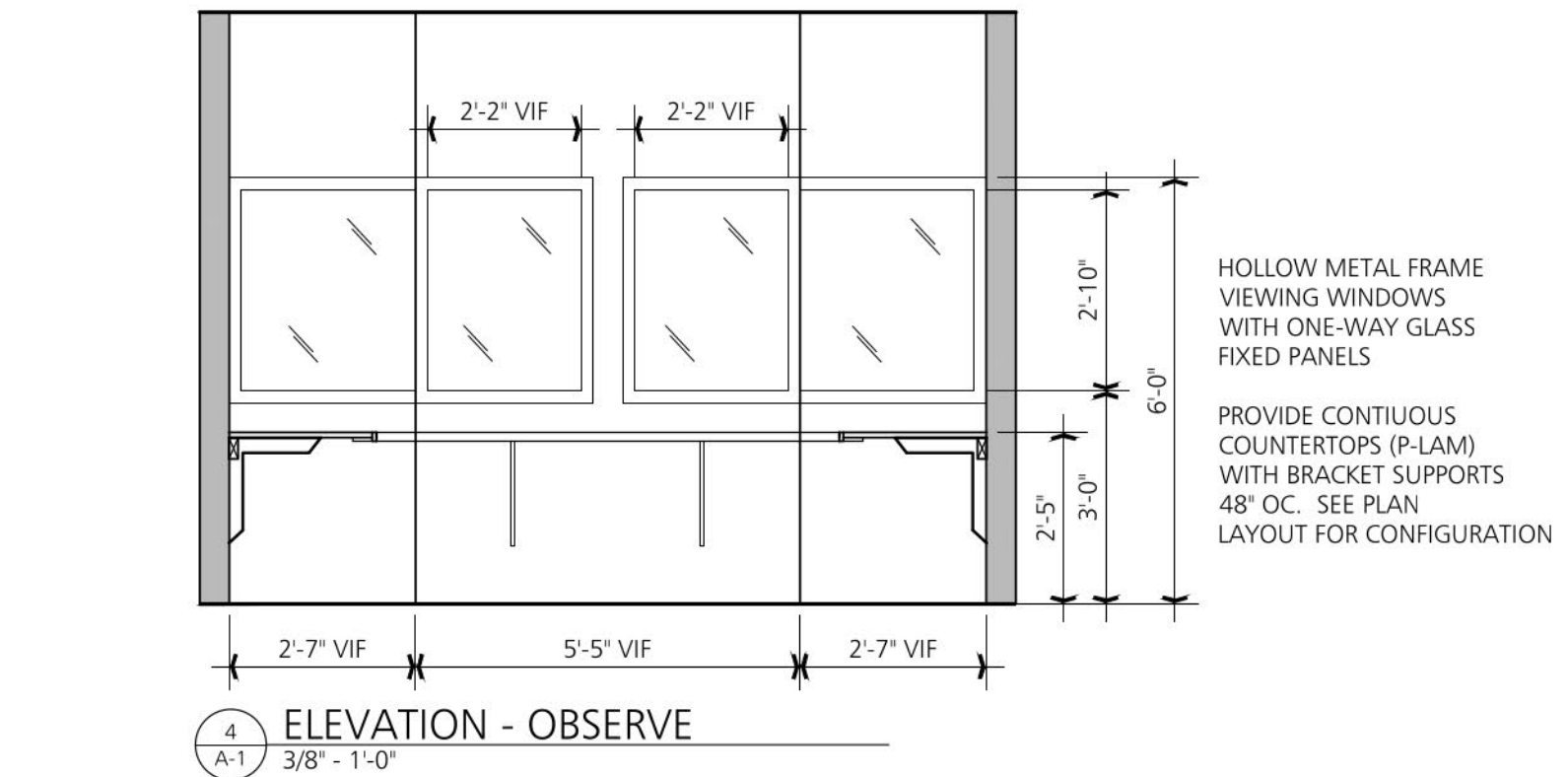


2
A-1
RELECTED CEILING PLAN
1/8" = 1'-0"



3
A-1
DOOR DETAILS
3/8" = 1'-0"

LEGEND	WALL NOTES:	CEILING LEGEND
INDICATES COMMON AREA NO NEW WORK EXISTING WALL AND APPURTENANCES CONFIRM DEMISING PARTITIONS INDICATES NEW PARTITION (TYPE 2) DECK HEIGHT 1 HR RATED SEE DETAILS SHEET A0 INDICATES NEW PARTITION (TYPE 1) 6" ABOVE SUSPENDED CEILING NON-RATED SEE DETAILS SHEET A0 DIMENSION LINE (FACE OF GWB) ALIGN WALL FACES NEW DOOR LOCATION DOOR TYPE MARKER EXISTING DOOR LOCATION EXISTING HARDWARE TO REMAIN ELEVATION MARKER SEE SHEET A6 FOR DETAILS FIRE EXTINGUISHER & CABINET SEMI-RECESSED MOUNT TOP OF DOOR AT 54" AFF LARSEN'S: MODEL NO. 2409-R1 MP-10 FINISH: WHITE ENAMEL SOLID DOOR	1. PROVIDE 3/4" FR 4" X 8' PLYWOOD PANEL AT IT CLST 103, COORDINATE LOCATION WITH TENANT EQUIPMENT AND PAINT (PT-1). 2. ALL EXISTING PARTITIONS AT DEMISING WALLS, EXTERIOR WALLS, GWB SILLS AND COLUMN ENCLOSURES TO BE PATCHED, REPAIRED FROM DAMAGES AND SANDED SMOOTH FOR NEW PAINT FINISH.	FLOOR COMMON AREA NO NEW WORK REQUIRED NEW SUSPENDED CEILING GRID & ACT ARMSTRONG FINE FISSURED SECOND LOOK II ITEM NO. 1761 24" X 48" X 3/4" ANGLED TEGULAR SCORED CLASS A 15/16" PRELUDE SUSPENSION SYSTEM DIRECTIONAL EXIT SIGN SEE ELECTRICAL DRAWINGS FOR SPECIFICATIONS
		CEILING NOTES: 1. SEE ELECTRICAL DRAWINGS FOR ALL ELECTRICAL WORK: LIGHTING FIXTURES, SWITCHING, EMERGENCY DEVICES, FIRE ALARM AND SMOKE DETECTION. 2. SEE MECHANICAL DRAWINGS FOR HVAC AND SPRINKLER WORK. 3. ALL NEW GWB SOFFIT LOCATIONS TO BE FINISHED ALL EXPOSED SIDES AND PAINTED, SEE FINISH PLAN FOR COLOR SELECTION. 4. ALL CEILING GRIDS TO BE CENTERED IN ROOM UNO. 5. TYPICAL SUSPENDED CEILING HEIGHT TO MATCH TO EXISTING HEIGHT AT APPROX. @ 8'-4" AFF, UNO.



DOOR SCHEDULE														
DOOR				SIZE				FRAME			LABEL	REMARKS	HARD. TYPE	
#	TYPE	MAT.	FIN.	W	H		T	TYPE	MAT.	FIN.				
RD01	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	C	EXG CLOSER, ENTRY SET	ES/CR	
RD02	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD03	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD04	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD05	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD06	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PRIVACY	
RD07	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PRIVACY	
RD08	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD09	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD10	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	CLOSER	ES/CR	
RD11	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD12	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD13	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	CLOSER	STORE RM	
RD14	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD15	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD16	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		ES/CR	
RD17	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	NEW CLOSER, ENTRY	ES/CR	
NEW DOORS	001	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0		PASSAGE
	002	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0	CLOSER	PRIVACY
	003	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0	CLOSER	ES/CR
	004	5	ALUM	BRZ	3'-6"	X	7'-10"	X	5	ALUM	BRZ	0	STOREFRONT	KEY LOCK
	005	5	ALUM	BRZ	3'-6"	X	7'-10"	X	5	ALUM	BRZ	0	STOREFRONT	KEY LOCK

GENERAL DOOR AND FRAME NOTES

WOOD DOORS: INTERIOR FLUSH WOOD VENEER DOOR (SOLID CORE): MATCH EXISTING MANUFACTURER: MARSHFIELD ALGOMA PRE-FINISHED STAIN COLOR: 56-02 RATTAN

1. 1-3/4" X 7'-0"H X SCHEDULED WIDTH

FACE: 5 PLY VENEER FACES, SELECT WHITE BIRCH PLAIN SUCED PREMIUM

2. SHEEN: SATIN-MEDIUM (RUBBED EFFECT)

HARDWARE NOTES

1. ALL KEYING TO BE COORDINATED WITH BUILDING MGMT AND TENANT.

2. ALL NEW HARDWARE AND LOCKSETS TO MATCH EXISTING YALE LEVER STYLE 626 SATIN CHROME FINISH. OWNER/TENANT TO APPROVE ALL HARDWARE TYPES PRIOR TO ORDERING.

3. EACH DOOR LEAF SHALL RECEIVE A WALL STOP: 232W (US 32D) BY HAGEN. FLOOR STOPS WILL NOT BE ACCEPTED.

4. SEE "SECURITY HARDWARE NOTES" THIS SHEET FOR ADDITIONAL SECURITY SYSTEM REQUIREMENTS.

SECURITY HARDWARE NOTES:

1. SECURITY VENDOR SHALL FURNISH AND INSTALL CARD READER ACCESS SYSTEM TO SECURE TENANT AREA FOR THIS PROJECT. SYSTEM TO BE COMPATIBLE WITH BUILDING SECURITY AND APPROVED BY TENANT AND BUILDING MANAGEMENT.

2. ALL EXIT DOORS WITH CARD READERS SHALL BE FAIL SAFE.

3. ELECTRIC STRIKES TO BE PROVIDED AND INSTALLED BY TENANT SECURITY VENDOR FOR COORDINATION WITH GC.

HOLLOW METAL FRAMES: MANUFACTURER: CURRIES C & MK SERIES DRYWALL FRAMES COLD ROLLED STEEL FRAME, 16 GAUGE, 2" FACE KNOCK DOWN (KD), 1 COAT BAKED ON PRIME PT RATINGS AS REQUIRED

ALUMINUM STOREFRONT TO MATCH EXISTING KAWNEER 350 MEDIUM STILE BRONZE FINISH PROVIDE CLOSER

FOR BUILDING PERMIT REVIEW

DRAWING TITLE:

PRELIMINARY:

ISSUED: DEC 22, 2025

REVISION:

A-1

PROPOSED PLANS
1ST FLOOR LEVEL - SUITE 125
FLOOR AND CEILING PLANS

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK

PROJECT INFORMATION:

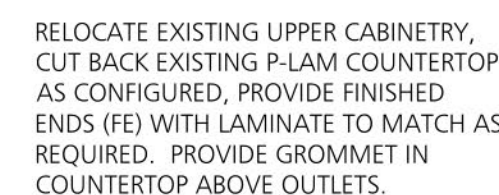
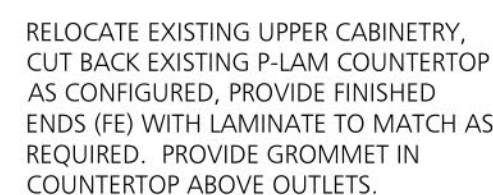
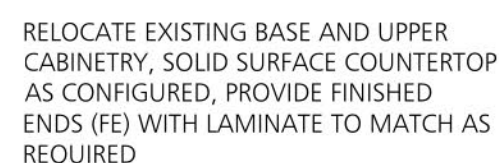
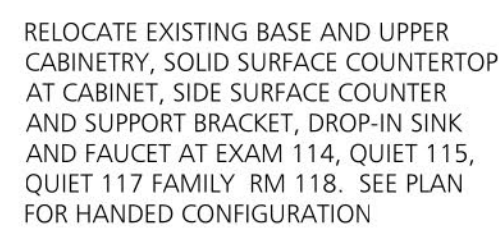
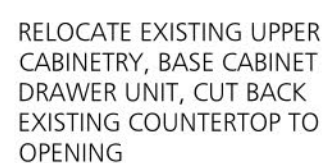


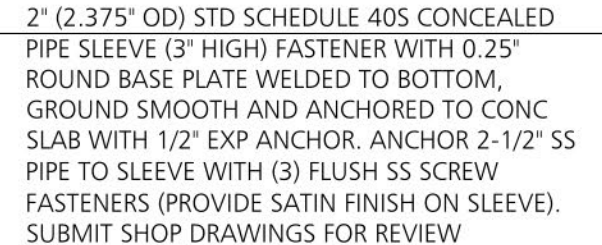
mDesign
architecture interiors

875 Spring Avenue
Rt. 12180
Latham, NY 12110



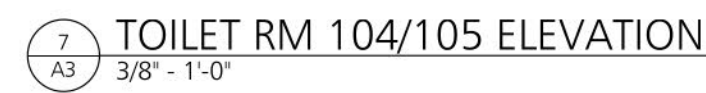
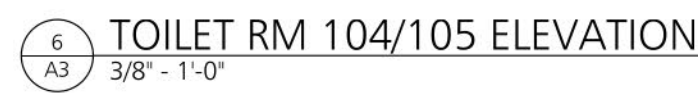
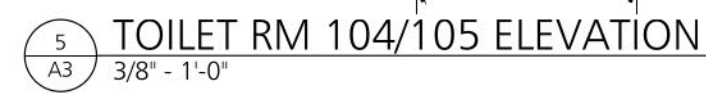
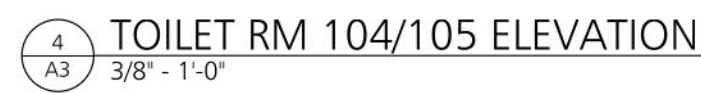
1. REMOVE EXISTING CELLULAR SHADES AT EXTERIOR WINDOWS AND PROVIDE NEW ROLLER MESH SHADES:
MANUFACTURER: DRAPER
PRODUCT: FLEXSTYLE CASSETTE UPLIFT (CORDLESS)
SINGLE ROLLER, SURFACE MOUNT, SQ CASSETTE FABRIC: ESCREEN 3%
2. FLOORING CONTRACTOR TO COORDINATE ALL REQUIRED FLOORING TRANSITIONS AND PROVIDE APPROPRIATE MATERIAL DATA FOR REVIEW DURING SUBMITTALS BY ARCHITECT AND TENANT.
3. FLOORING CONTRACTOR TO PREPARE SUBSTRATE AND INSTALL ALL MATERIALS ACCORDING TO MANUFACTURER'S RECOMMENDED SPECIFICATIONS AND METHODS.
4. COORDINATE CARPET PATTERN DIRECTIONS WITH ARCHITECT PRIOR TO INSTALLATION.
5. CARPET TILE AND LVT TO BE INSTALLED WITH FULL SPREAD RELEASABLE ADHESIVE. TACTILE TABS WILL NOT BE ACCEPTABLE.
6. PATCH AND INFILL AT WALL LOCATIONS AND NEW ENTRY AT COMMON AREA LOBBY WALLS, PAINT WALLS, DOOR FRAME AND INFILL WALL BASE TO MATCH TO EXISTING.





NOTES

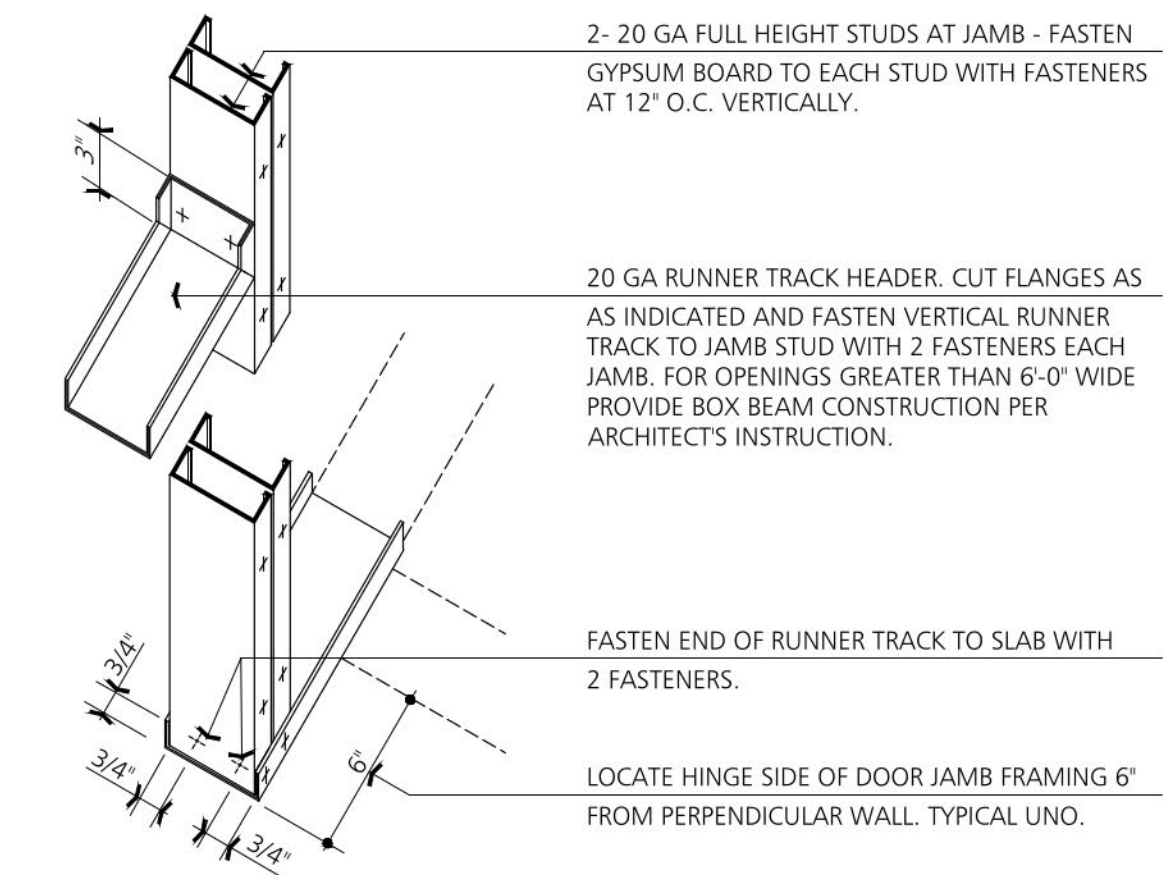
1. PROVIDE SOLID BLOCKING FROM 2'-7" A.F.F. TO 3'-1" A.F.F. AT ALL TYPICAL HORIZONTAL GRAB BARS OR AS REQUIRED FOR OTHER ACCESSORIES. COORDINATE LENGTH OF BLOCKING WITH THE LENGTH OF ACCESSORY REFERENCED. EXTEND BLOCKING A MINIMUM OF 6" BEYOND THE END OF THE ACCESSORY AT BOTH ENDS.
2. MOUNT ALL ACCESSORIES IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND ANSI 117 (MOST CURRENT VERSION).



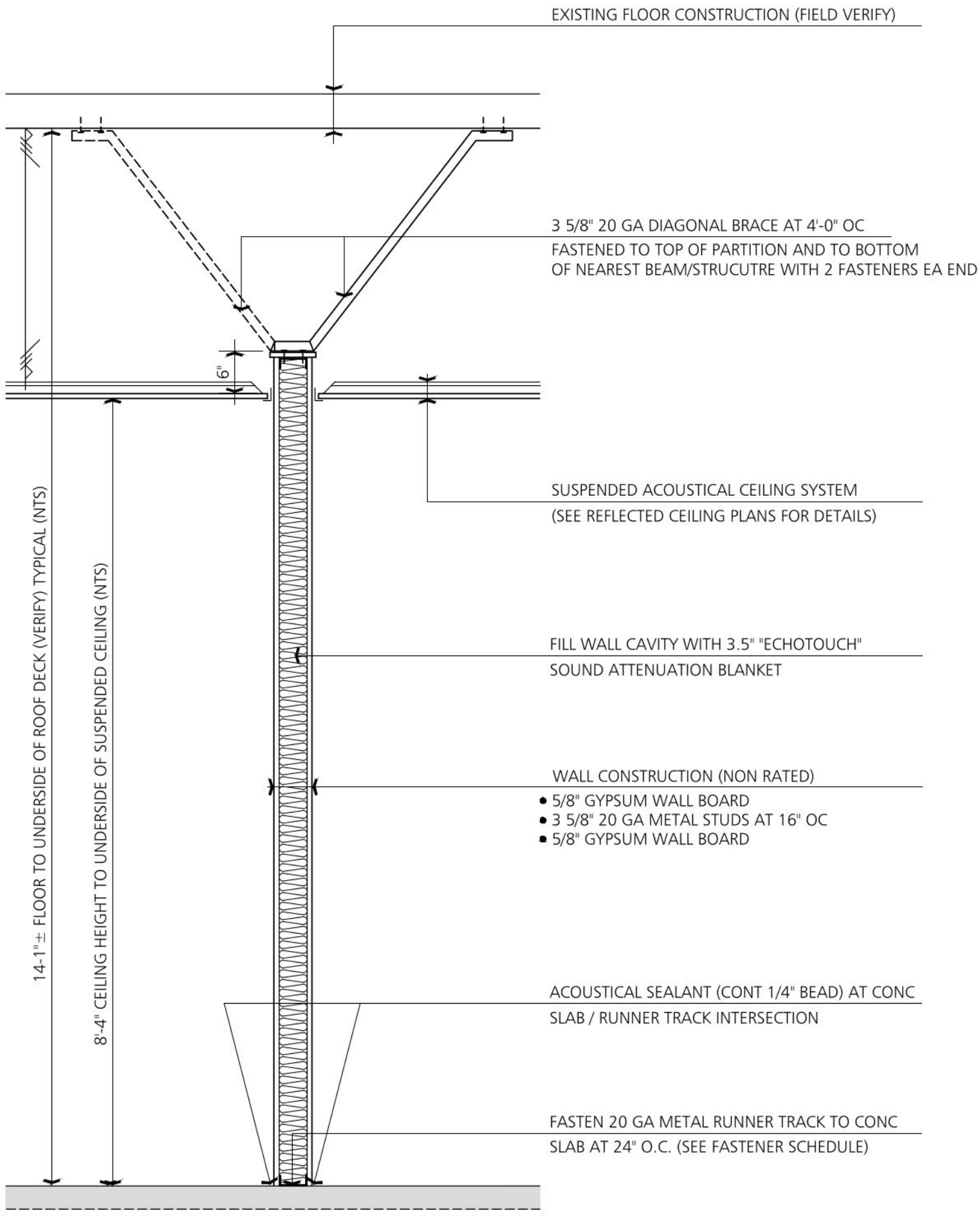
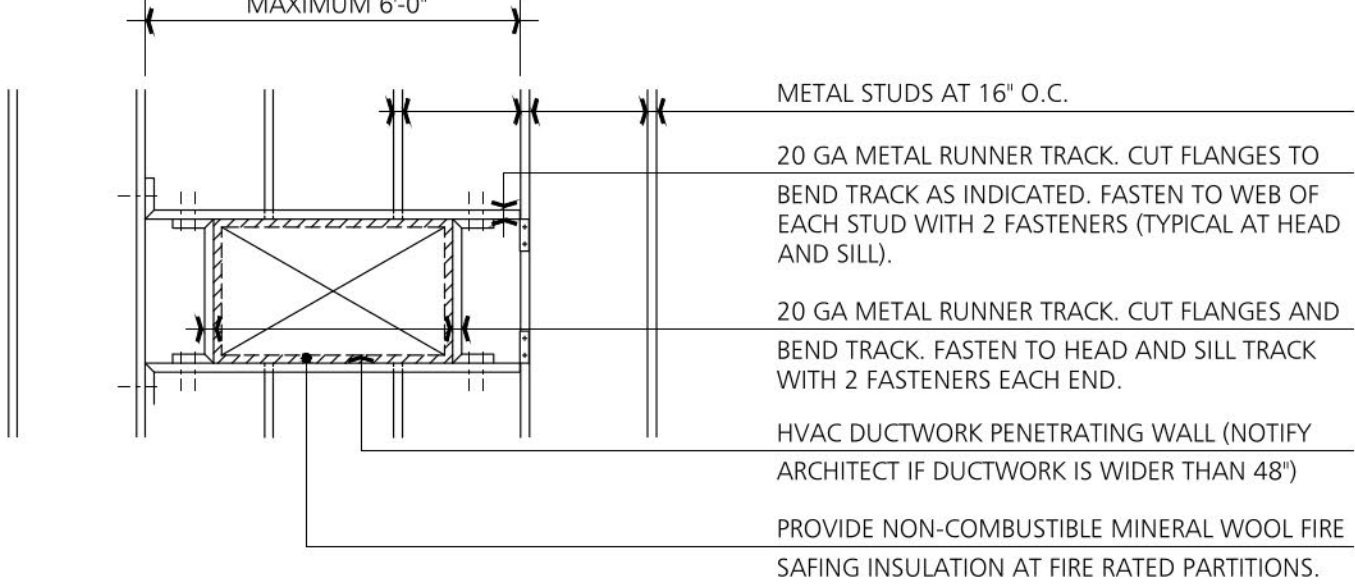
COMPLIANCE WITH THE REQUIREMENTS OF THE MOST CURRENT AND AMMENDED VERSIONS OF; THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), THE AMERICAN NATIONAL STANDARDS (CANS) 117.1 (2003) AND THE ARCHITECTURAL BARRIERS ACT ACCESSIBILITY STANDARD (ABAAS). SEE SHEET A3 FOR REFERENCE OF ABAAS STANDARDS APPLICABLE TO THIS PROJECT. WHEN REQUIREMENTS FROM DIFFERENT STANDARDS CONFLICT, THE MOST STRINGENT REQUIREMENT SHALL APPLY.

FASTENER SCHEDULE	
STEEL AND METAL ATTACHMENT	
25 GA (.021") UP TO 12 GA. (.105") METAL FASTENED TO 1/4" (.250") THROUGH 1/2" (.500") STRUCTURAL STEEL	12-24 X 1 1/4" HEX WASHER HEAD TEKS/5
ANY METAL TO METAL FASTENING UP TO 12 GA. (.105") TOTAL THICKNESS	1/2" TYPE "S-12" LOW PROFILE PAN HEAD SCREWS
ANY METAL TO METAL FASTENING FOR 12 GA. (.105") THROUGH .140" TOTAL THICKNESS	12-14 X 1" HEX WASHER HEAD TEKS/2
MASONRY AND CONCRETE ATTACHMENT	
25 GA (.021") UP TO 12 GA. (.105") METAL FASTENED TO MASONRY OR CONCRETE WALLS	3/16" DIAMETER X 1 1/4" LONG HEX HEAD TAPCON ANCHOR AT 16" O.C.
3/8" UP TO 3/4" PLYWOOD FASTENED TO MASONRY OR CONCRETE WALLS	3/16" DIAMETER X 1 3/4" LONG PHILLIPS FLAT HEAD (COUNTERSUNK) TAPCON ANCHORS
25 GA (.021") UP TO 12 GA. (.105") METAL TO CONCRETE FLOOR CONSTRUCTION	HILTI DN PIN .145" SHANK DIAMETER X 1 1/4" CONCRETE PENETRATION (POWDER ACTUATED FASTENER)
ALL TAPCON ANCHORS SHALL HAVE .0008 BLACK SPEX BASE TREATMENT AND BLUE CLIMASEAL FINISH	

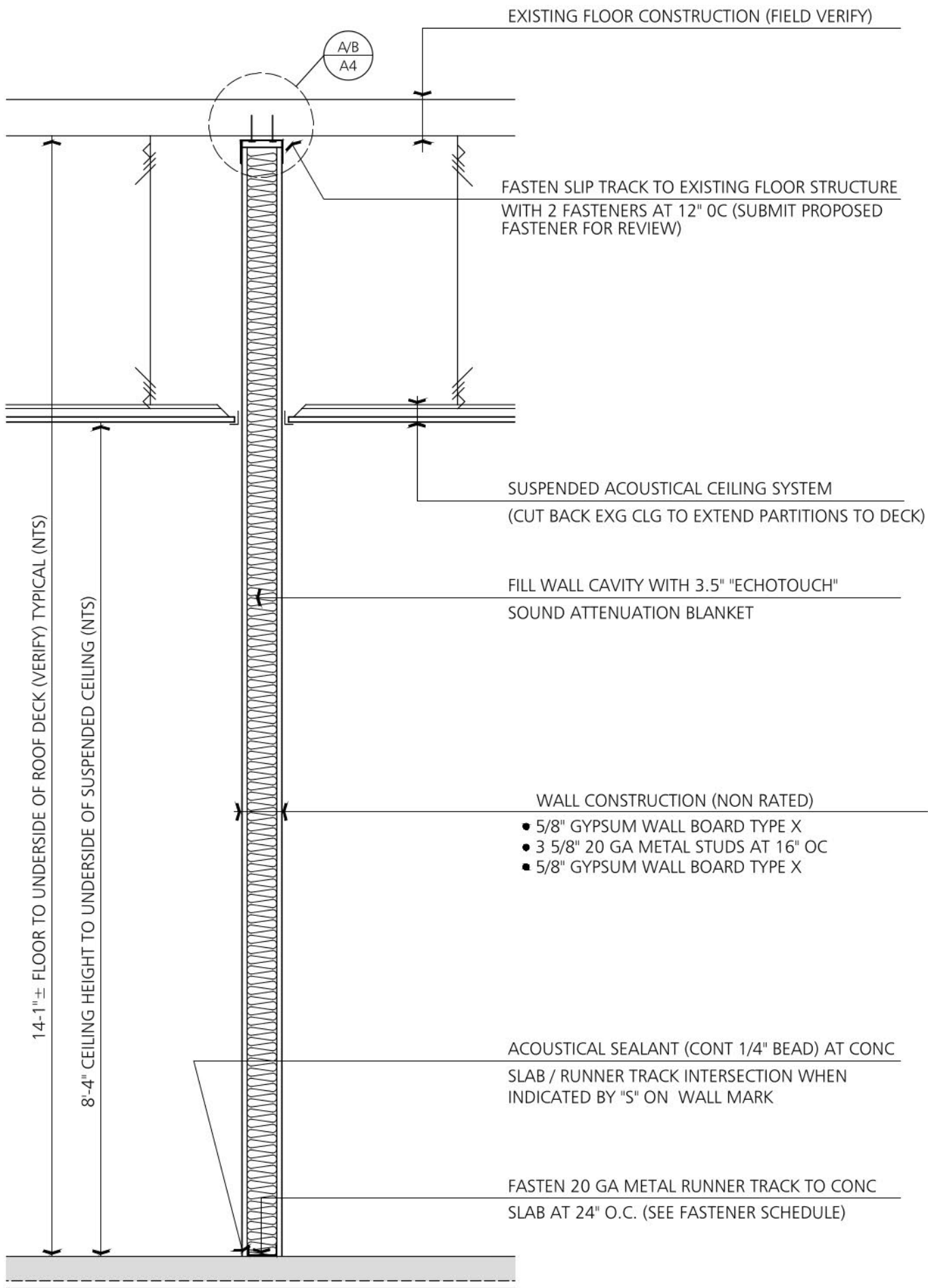
METAL STUD DOOR JAMB DETAIL NTS



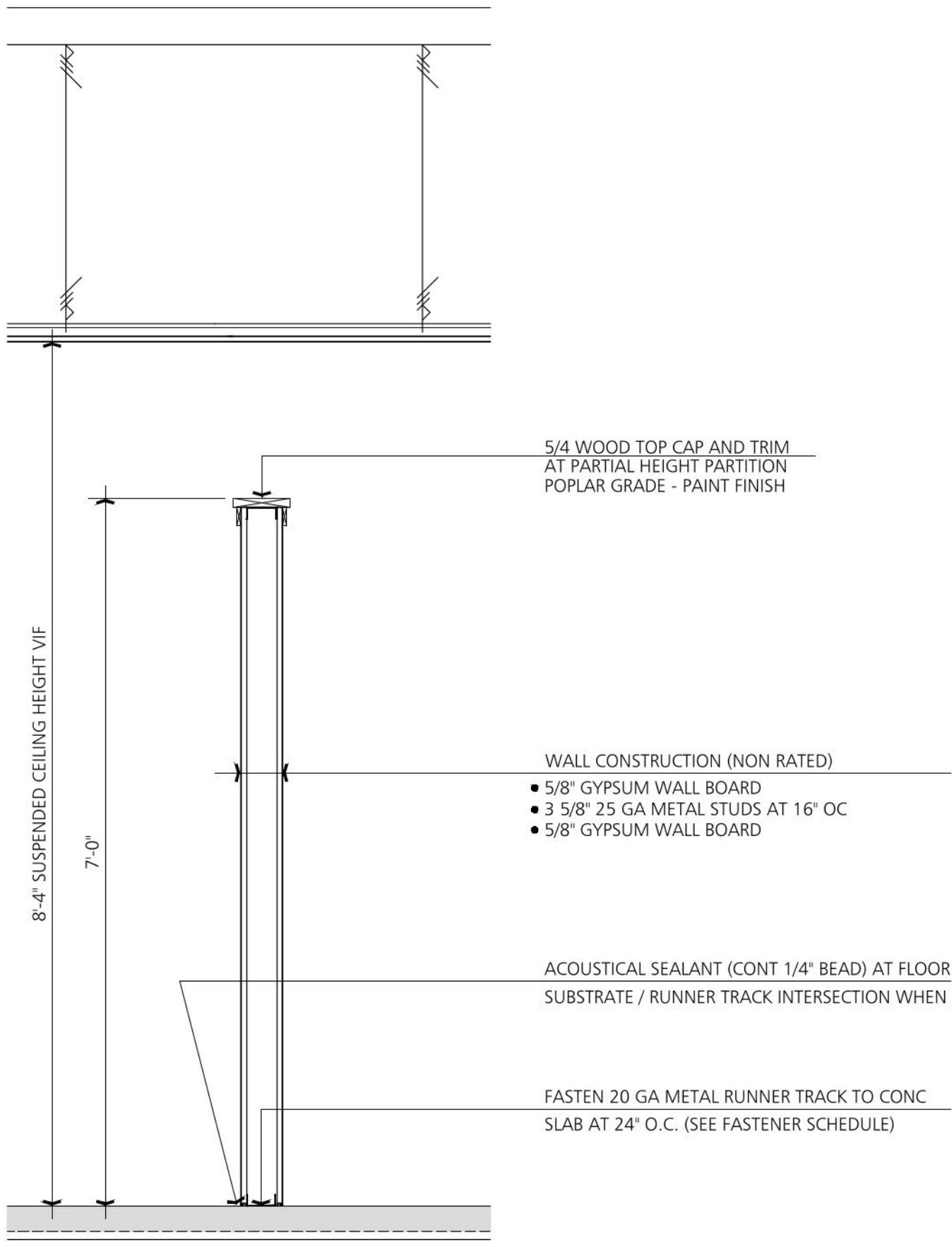
TYPICAL PARTITION PENETRATION DETAIL NTS



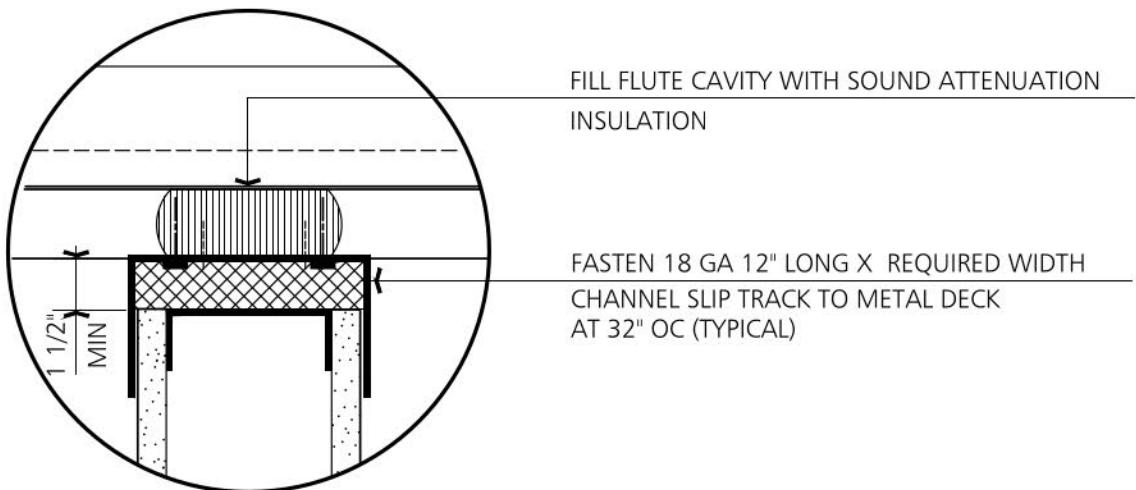
TYPE 1
NON-RATED PARTITION - 6" ABOVE SUSPENDED CEILING



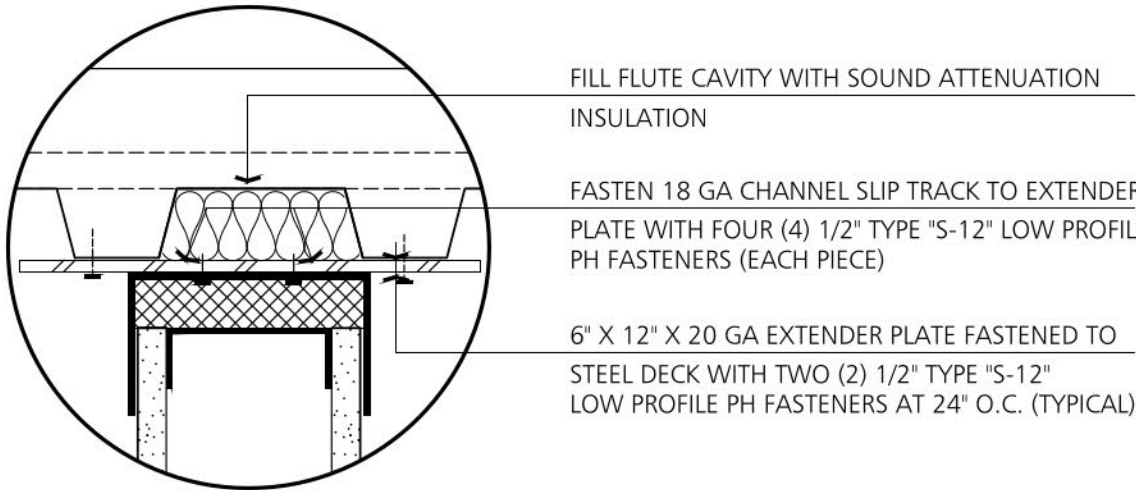
TYPE 2
1 HR RATED PARTITION FULL HEIGHT TO DECK



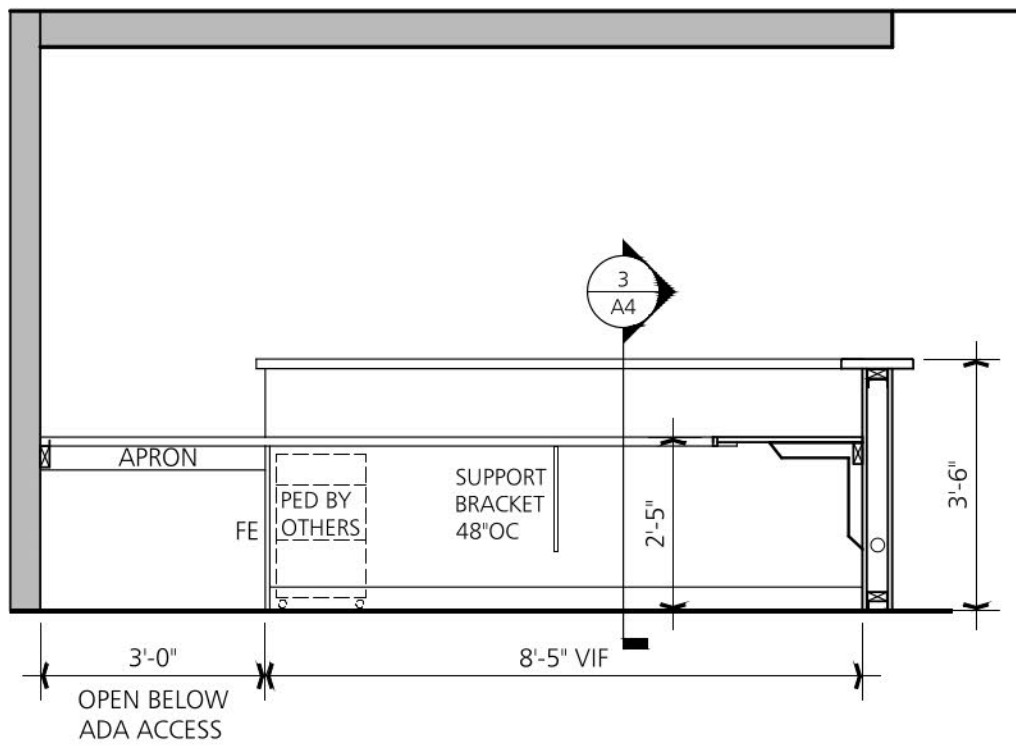
TYPE 3
NON-RATED PARTITION - PARTIAL HEIGHT



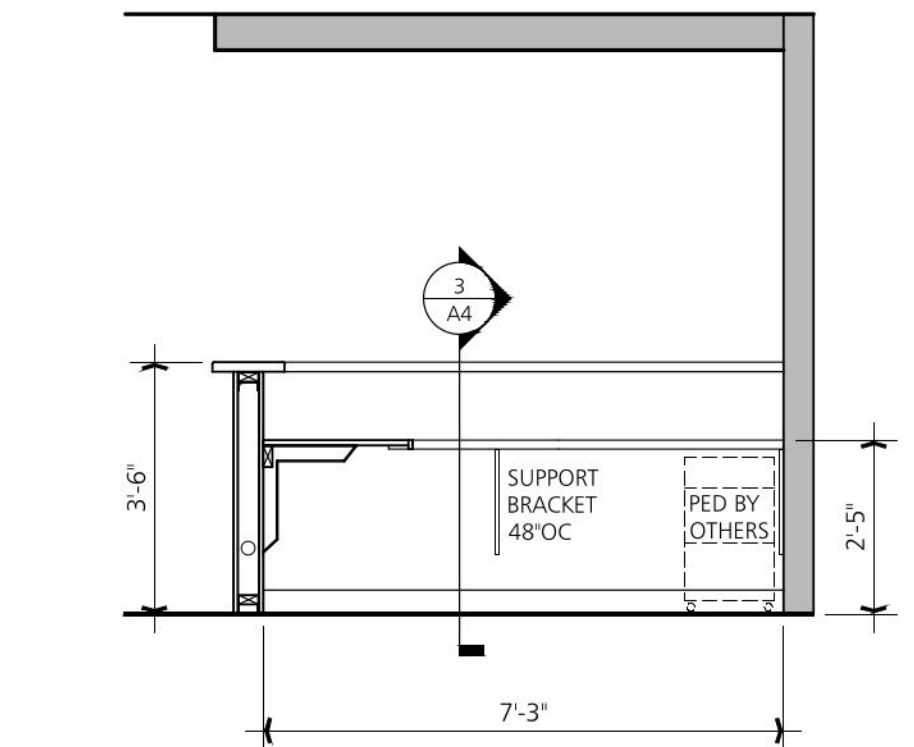
A
DEMISING PARTITION (PERPENDICULAR TO DECK FLUTES)



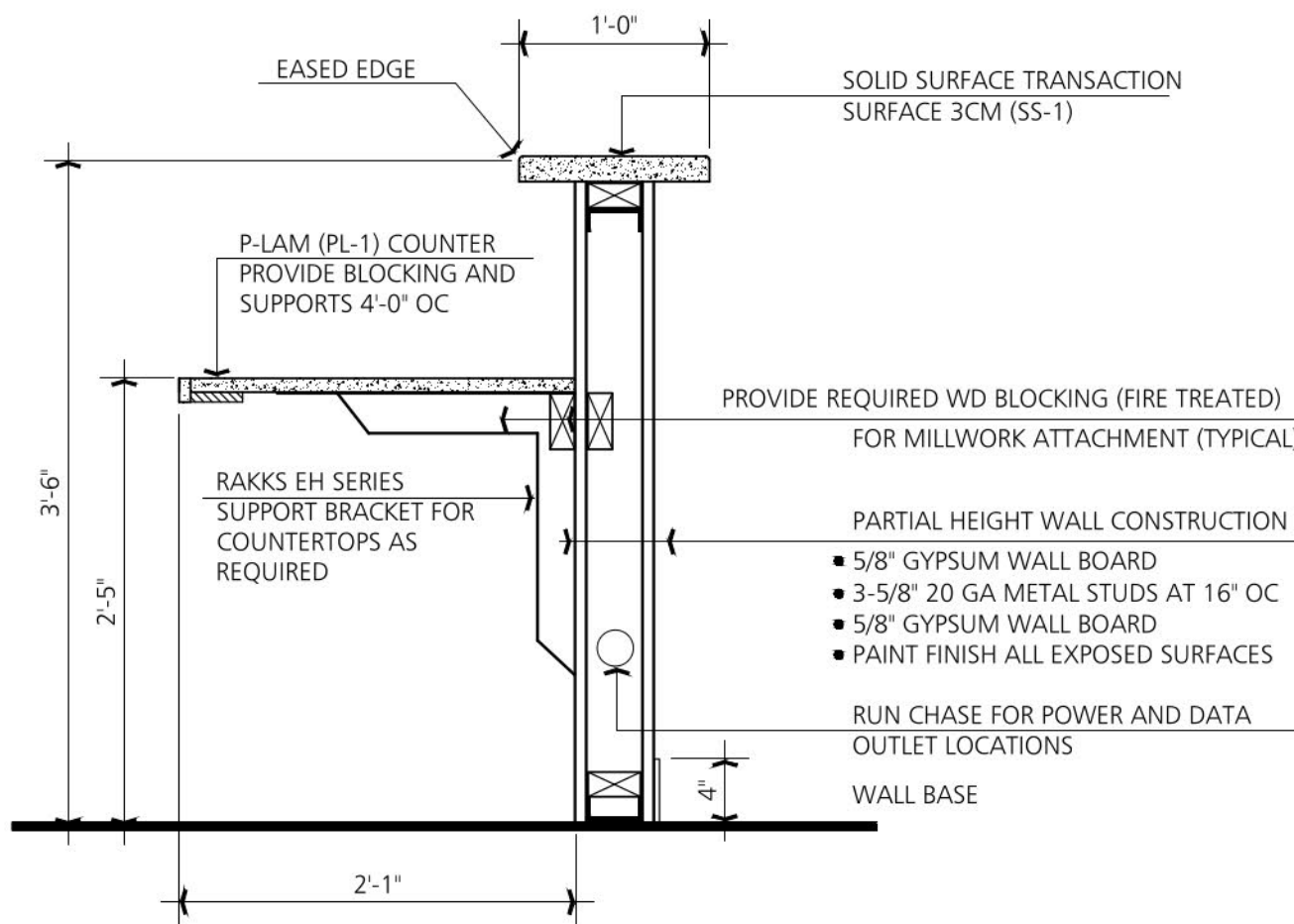
B
DEMISING PARTITION (PARALLEL TO DECK FLUTES)



1
A4
ELEVATION - RECEPTION
3/8" = 1'-0"



2
A4
ELEVATION - RECEPTION
3/8" = 1'-0"



3
A4
WALL/COUNTER SECTION - RECEPTION
1" = 1'-0"

FOR BUILDING PERMIT REVIEW

SHEET NUMBER: A-4

PRELIMINARY:
ISSUED:
DEC 22, 2025
REVISION:

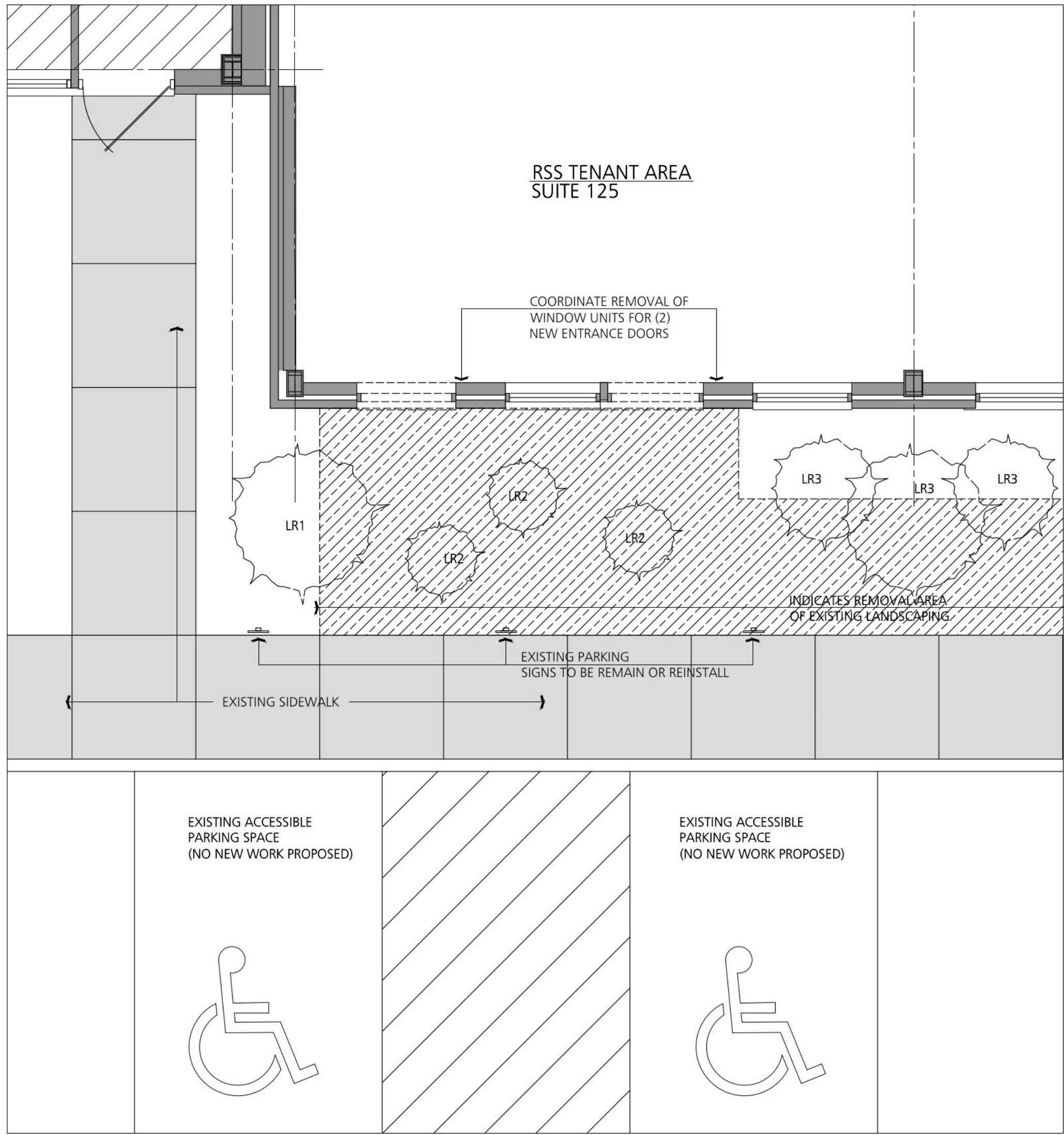
PARTITION DETAILS
1ST FLOOR LEVEL - SUITE 125

PROJECT INFORMATION:

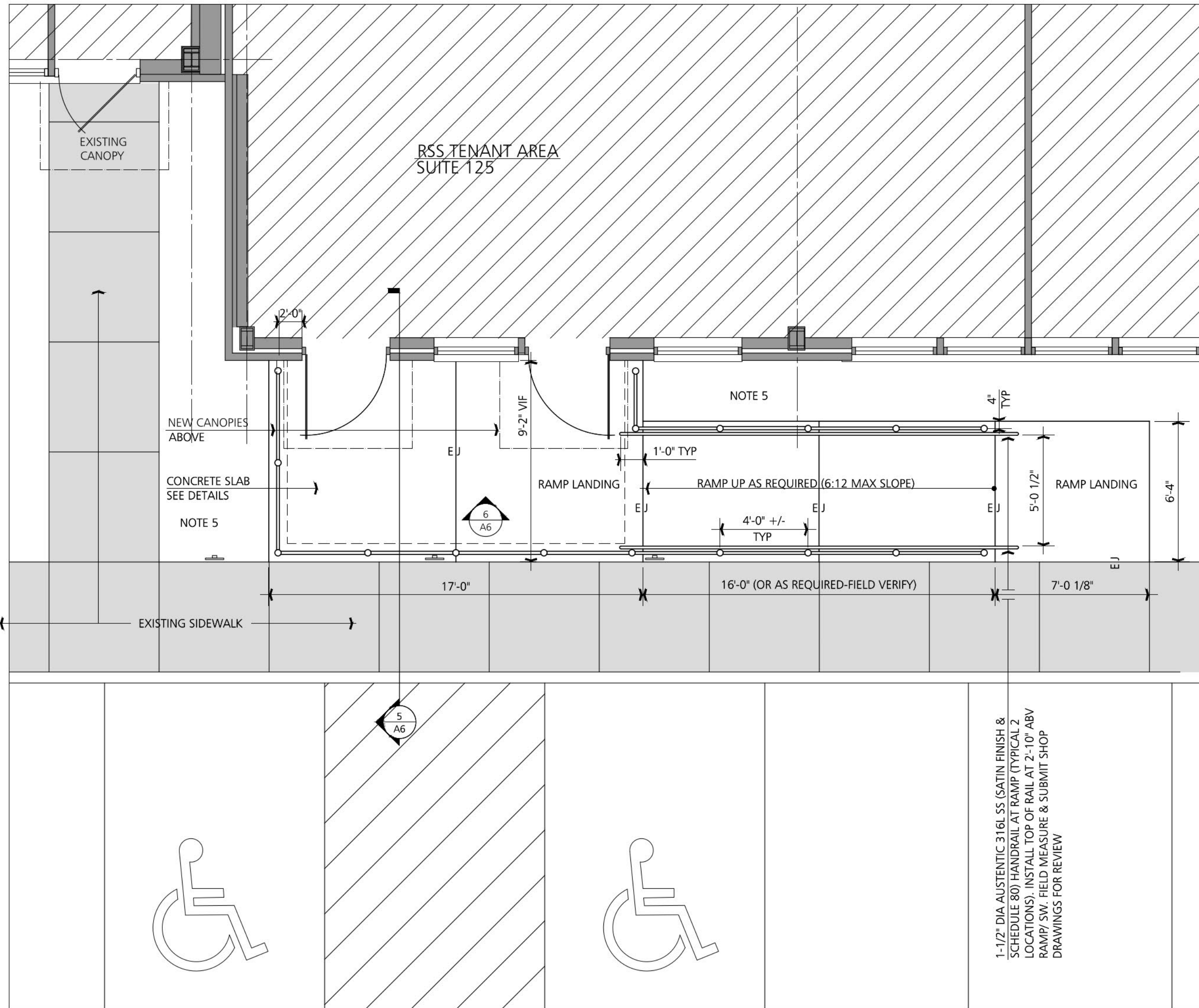
REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



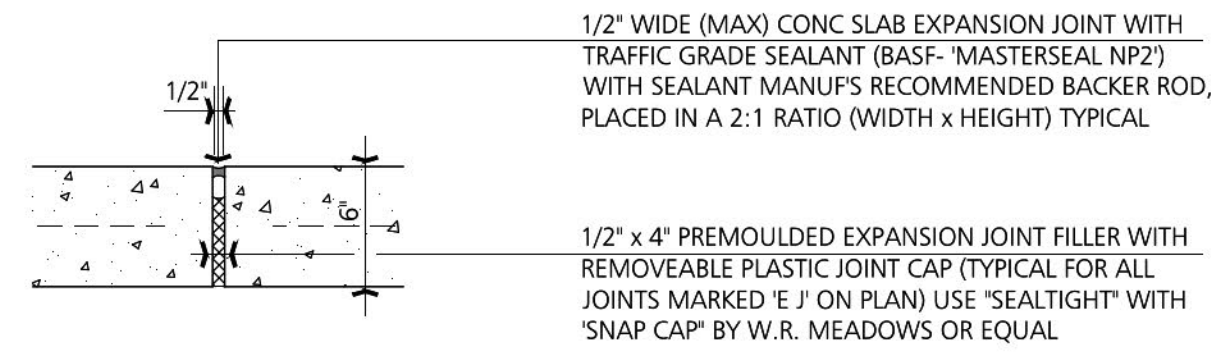
875 Spring Avenue
Troy, NY 12180
P



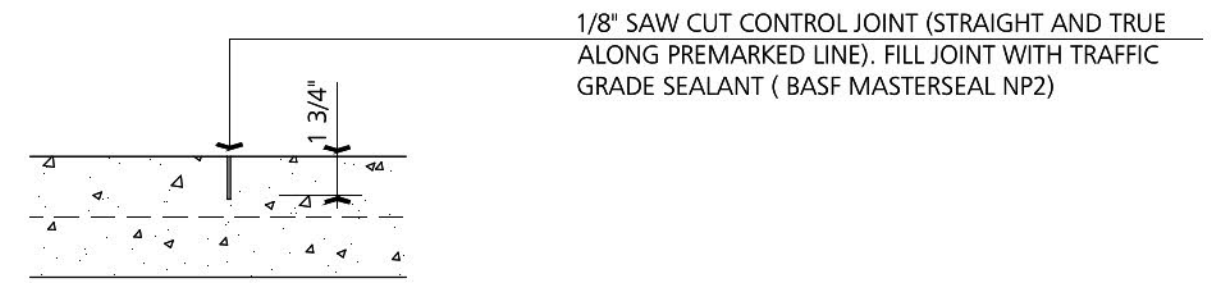
1 PARTIAL PLAN - ENTRY AREA REMOVALS
1/4" = 1'-0"



2 PARTIAL PLAN - ENTRY AREA
1/4" = 1'-0"



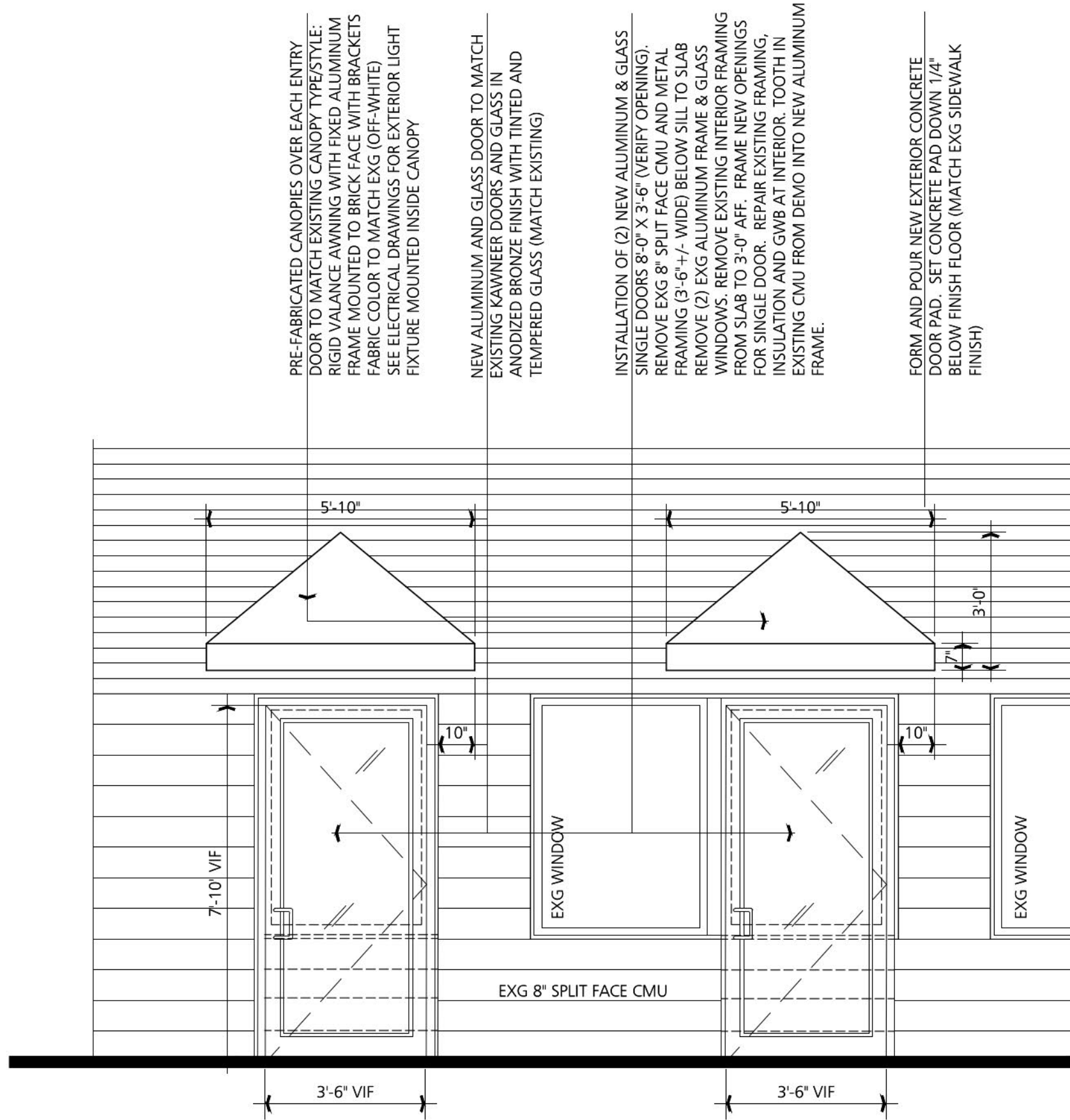
3 SIDEWALK EXP JOINT (EJ)
1-1/2" = 1'-0"



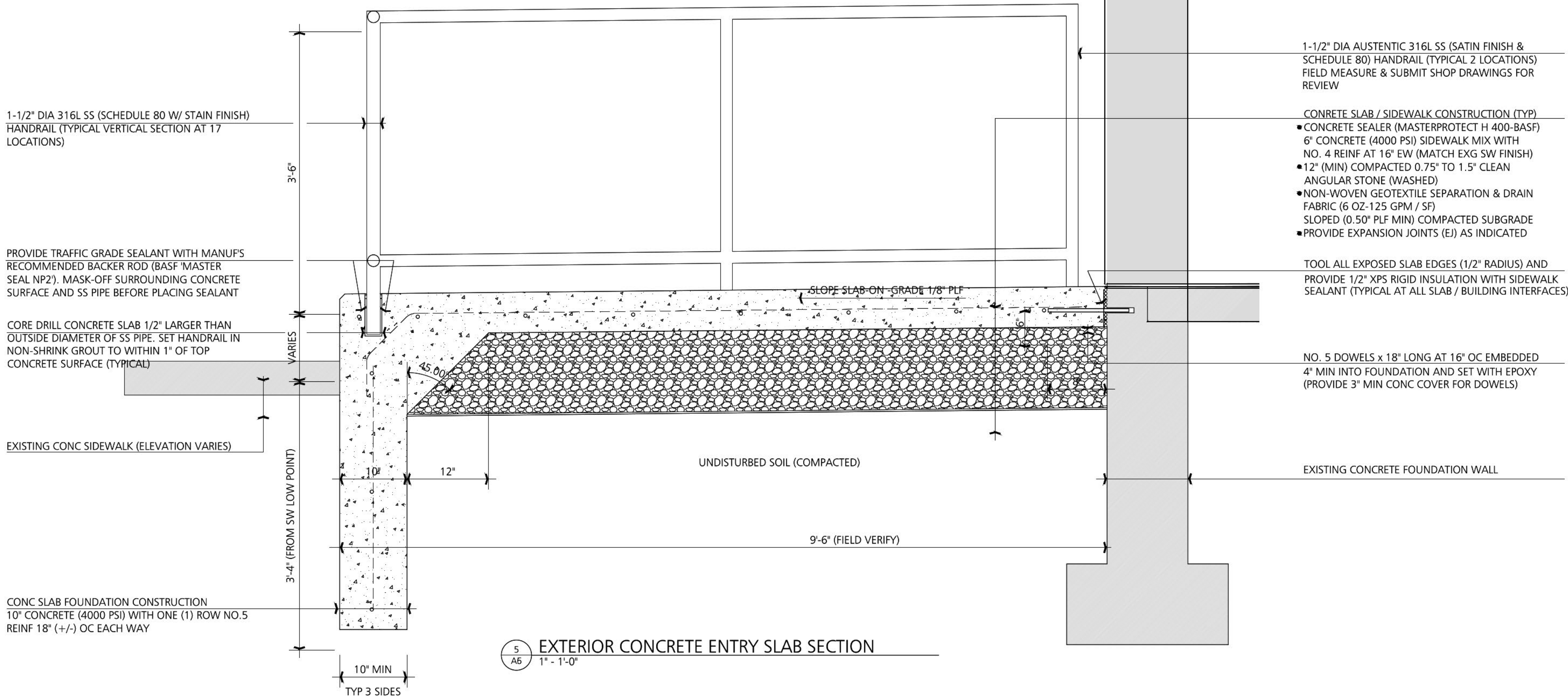
4 SIDEWALK CONTROL JT (SJ)
1-1/2" = 1'-0"

SITE WORK NOTES:

- HATCHED AREA OF REMOVALS INDICATED ON PLAN TO BE CLEARED OF EXISTING SHRUBS, GRASS AND STONE AND PREPARED FOR NEW SIDEWALKS TO (2) ENTRANCE DOORS INTO TENANT SPACE.
- "LR1" INDICATES REMOVAL OF (1) DECIDUOUS TREE.
- "LR2" INDICATES REMOVAL OF (3) SHRUBS. "LR3" INDICATES REMOVAL OF EVERGREENS.
- SEE PARTIAL ELEVATION FOR REMOVAL WORK AT EXISTING WINDOW FOR (2) NEW ENTRANCE DOORS.
- INFILL DISTURBED AREAS AROUND NEW SIDEWALKS WITH WEED CONTROL FABRIC AND PROVIDE ADDITIONAL WASHED RIVERSTONE TO MATCH EXISTING LANDSCAPING MATERIAL.



6 PARTIAL EAST ELEVATION AT ENTRY
1/4" = 1'-0"



5 EXTERIOR CONCRETE ENTRY SLAB SECTION
1" = 1'-0"

FOR BUILDING PERMIT REVIEW

SHEET NUMBER: A-5

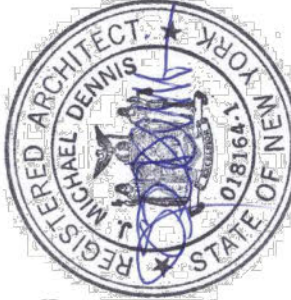
PRELIMINARY:

ISSUED: DEC 22, 2025
REVISION:

EXTERIOR DETAILS
1ST FLOOR LEVEL - SUITE 125

PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



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875 Spring Avenue
Troy, NY 12180
P



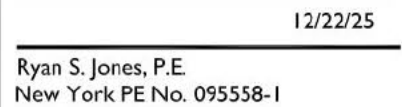
WIRING CIRCUITRY SPECIAL NOTE:
 USING A SINGLE PANELBOARD—CIRCUIT NUMBER,
 PURPOSE RECEPTACLES IN SAID ROOM SHALL
 BE ON CIRCUIT.

ELECTRICAL DEMOLITION SPECIAL NOTE:
REMOVE ALL LIGHTING FIXTURES, WIRING DEVICES, FIRE ALARM DEVICES, AND ASSOCIATED CIRCUITRY, CABLING, AND ROUGH-IN UNLESS OTHERWISE NOTED. FIELD VERIFY EXACT REQUIREMENTS.

PANELBOARD LP1P SPECIAL NOTES:

Ryan S. Jones, P.E.
22225 W. Chesterfield Blvd., Suite 200, Springfield, MO 65807
P: [REDACTED] F: [REDACTED]
www.rsjd-eng.com

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH ROAD
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



SPECIAL NOTICE:
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REVISIONS

DRAWN BY:	ZTP
DATE:	12.22.25
PROJECT #:	13032501
SHEET #:	

E1



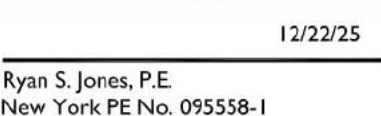
7. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHT AND LOCATION.
8. PROVIDE HANDLAYS HANG-UP GAS INSULATION KIT. COLOR SHALL BE SELECTED BY THE ARCHITECT
9. COORDINATE WITH ELECTRICAL CONTRACTOR FOR WIRING. PROVIDE PLATED BRASS WIRE TIEBACKS AND IN-TROD AND CHARGE. PLATED TIECUTTERS AT WALL PENETRATIONS.
10. REFER TO ARCHITECTURAL DRAWINGS FOR FOLD-DOWN SEAT. GRAB BARS, SHOWER HEAD/CENTRIS LOCATIONS AND ALL OTHER ADA EQUIPMENT SPECIFICATIONS REQUIRED.
11. PROVIDE PLASTIC PROTECTIVE FILM OVER FINISHES TO PREVENT DAMAGE FROM DRIPPING WATER.
12. ACCESSORIES SHALL BE SAME MANUFACTURER AS FUTURE / EQUIPMENT USED ON THIS PROJECT.
13. PROVIDE PLASTIC PROTECTIVE FILM OVER FINISHES TO MATCH FACILITY.
14. COORDINATE SHOWER PAN HEIGHT WITH ARCHITECT
15. MATERIALS/ACCESSORIES ARE RECOMMENDED BY MANUFACTURER FOR ADA COMPLIANCE
16. INSTALL FLOOR WITH FINISH FLOOR MATERIAL, AS RECOMMENDED BY EQUIPMENT MANUFACTURER.

[illegible]



- 2" TRAPPED WASTE UP TO FLOOR DRAIN.
- 4" WASTE UP TO WATER CLOSET.
- 2" WASTE UP TO LAVATORY/SINK.
- 2" WASTE UP TO BACK-TO-BACK SINKS.
- 2" WASTE UP TO SHOWER.
- 2" WASTE UP TO DRINKING FOUNTAIN.
- 2" WASTE UP TO LAUNDRY BOX.
- CONNECT 2" WASTE PIPING TO EXISTING 2" (OR LARGER) WASTE PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 1.5" VENT UP.
- CONNECT 4" WASTE PIPING TO EXISTING 4" (OR LARGER) WASTE PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 4" WASTE UP TO FINISH WALL CLEANOUT.
- 0.75" HOT AND COLD WATER AND 1.5" VENT DOWN. EXTEND 0.5" HOT AND COLD WATER TO EACH OF (2) LAVATOIRES/SINKS.
- CONNECT 0.75" HOT AND 1" COLD WATER PIPING TO EXISTING 1" (OR LARGER) HOT AND COLD WATER PIPING IN THIS AREA. CONNECT 1.5" VENT PIPING TO 1.5" (OR LARGER) VENT PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 0.5" HOT AND COLD WATER DOWN TO SHOWER.
- 0.5" COLD WATER DOWN TO WATER CLOSET.
- 0.5" HOT AND COLD WATER AND 1.5" VENT DOWN TO LAVATORY.
- 0.5" COLD WATER AND 1.5" VENT DOWN TO DRINKING FOUNTAIN.
- CONNECT 0.75" HOT AND 1" COLD WATER PIPING TO EXISTING 1" (OR LARGER) HOT AND COLD WATER PIPING IN THIS AREA. CONNECT 1.5" VENT PIPING TO 1.5" (OR LARGER) VENT PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 0.5" HOT AND 0.75" COLD WATER AND 1.5" VENT DOWN. EXTEND 0.5" HOT AND COLD WATER TO LAUNDRY BOX AND 0.5" COLD WATER TO WATER CLOSET.
- 2" VENT DOWN.
- RELOCATE EXISTING PLUMBING FIXTURE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 2" VENT UP.
- 1.5" VENT DOWN.
- 2" TRAPPED WASTE UP TO TRENCH DRAIN.

CAPITAL REGION HEALTH ROAD
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



REVISIONS:

DRAWN BY:	ZTP
DATE:	12.22.25
PROJECT #:	13032501
SHEET #:	

M1

Ryan S. Jones, P.E.

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REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH ROAD
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



12/22/25

Ryan S. Jones, P.E.
New York PE No. 095558-1

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REVISIONS:

DRAWN BY: ZTP
DATE: 12.22.25
PROJECT #: 13032501
SHEET #:

M2

KEYNOTES:

- 1 REMOVE EXISTING AIR DEVICE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 2 EXISTING 8x8 EXHAUST DUCT UP.
- 3 EXISTING 22x14 SUPPLY AND RETURN DUCT UP.
- 4 RELOCATE EXISTING THERMOSTAT. MODIFY/EXTEND WIRING AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 5 REMOVE/RELOCATE EXISTING AIR DEVICE TO BE USED IN NEW LOCATION PER NEW HVAC LAYOUT. MODIFY/EXTEND DUCTWORK AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 6 SHIFT EXISTING AIR DEVICE MINIMALLY AS REQUIRED TO ALIGN WITH NEW CEILING GRID IN SIMILAR LOCATION. MODIFY/EXTEND DUCTWORK AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 7 CONNECT NEW BRANCH DUCT TO EXISTING DUCT. FIELD VERIFY EXACT SIZE AND LOCATION OF EXISTING DUCT.
- 8 EXISTING MOTORIZED DAMPER SHALL REMAIN.
- 9 EXISTING ELECTRIC DUCT HEATER SHALL REMAIN.
- 10 RETURN DUCT OPEN TO PLENUM.

DUCT INSULATION SCHEDULE									
SYSTEM	SERVICE	CONFIGURATION	INSULATION THICKNESS		LOCATION	NOTES			
SUPPLY DUCT (GENERAL)	SUPPLY MAIN BRANCHES	RECTANGULAR/ROUND	1" LINER (FIRST 10 FEET FROM OUTLET) THEN 1.5" WRAP		ALL INDOOR SPACES	1,2			
RETURN DUCT (GENERAL)	RETURN MAIN BRANCHES	RECTANGULAR/ROUND	1" LINER (FIRST 10 FEET FROM OUTLET) THEN 1.5" WRAP		ALL INDOOR SPACES	1,2			
EXHAUST DUCT (GENERAL)	EXHAUST MAIN BRANCHES	RECTANGULAR/ROUND	NONE		ALL INDOOR SPACES				

NOTES:

1. EXTERNAL FIBERGLASS INSULATION WRAP (FIB) (FIB) W/ FOL. SCRAM KIT FACING.

2. INTERNAL RECTANGULAR DUCT LINER (FIB) WITH OUTSIDE THICKENING, RESISTANT COATING (FOUNT 10" LUMINOUS RCT) TOUGHSHIELD 10" MAP MINIMALLY OR APPROVED EQUAL.

GENERAL NOTES:

1. ALL METAL DUCTWORK SPECIFIED TO RECEIVE INTERIOR THERMAL AND ACOUSTICAL LINER IS SIZED ON PLANS TO EXCLUDE THE PROPER THICKNESS OF INSULATION. ADJUSTMENT AND WIDTH OF DUCTWORK TO ACCOMMODATE THICKNESS OF INSULATION AS INDICATED IN THE SUBSEQUENT ABOVE.

2. APPROVED INSULATION MANUFACTURERS: KNAUF, OWENS-CORNING, JOHNS-MANVILLE, CERTAINTELD, ARMOCELL AP. MINIMUM 4" GIRTH. NOT TO EXCEED 2500 PLANS/INCH DEVELOPMENT TESTING.

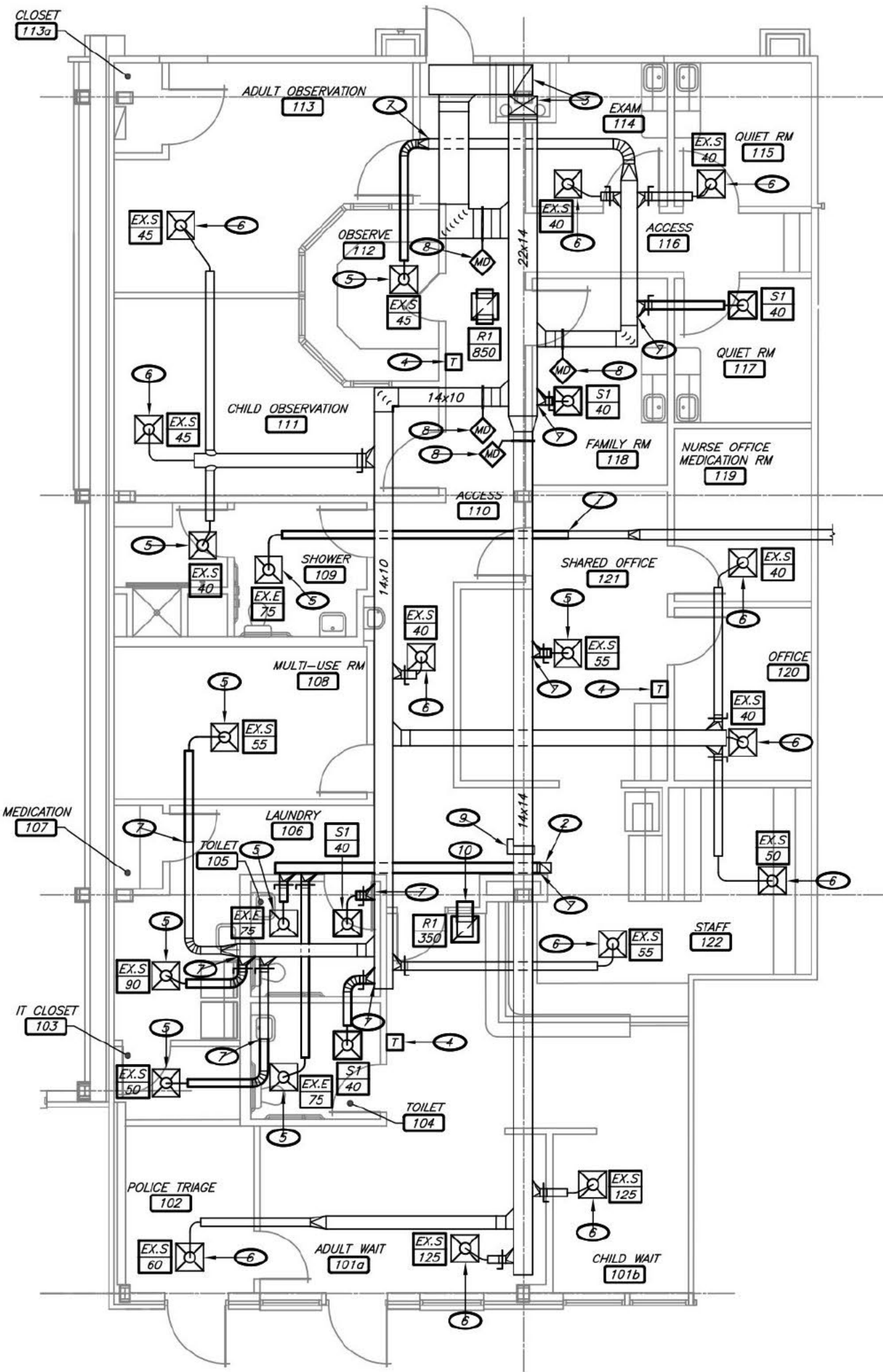
AIR DEVICE SCHEDULE									
MARK	MANUFACTURER	MODEL	DUCT CONNECTION SIZE	SERVICE	MODULE SIZE	FRAME	FINISH	DAMPER	MAX. NO.
E1	KREIDER	SSB	8" 8-1/8 CFM	EXHAUST	24x24	LAY IN SURFACE	WHITE	-	30
S1	KREIDER	FLD	8" 8-1/8 CFM	SUPPLY	24x24	LAY IN SURFACE	WHITE	-	30

NOTES:

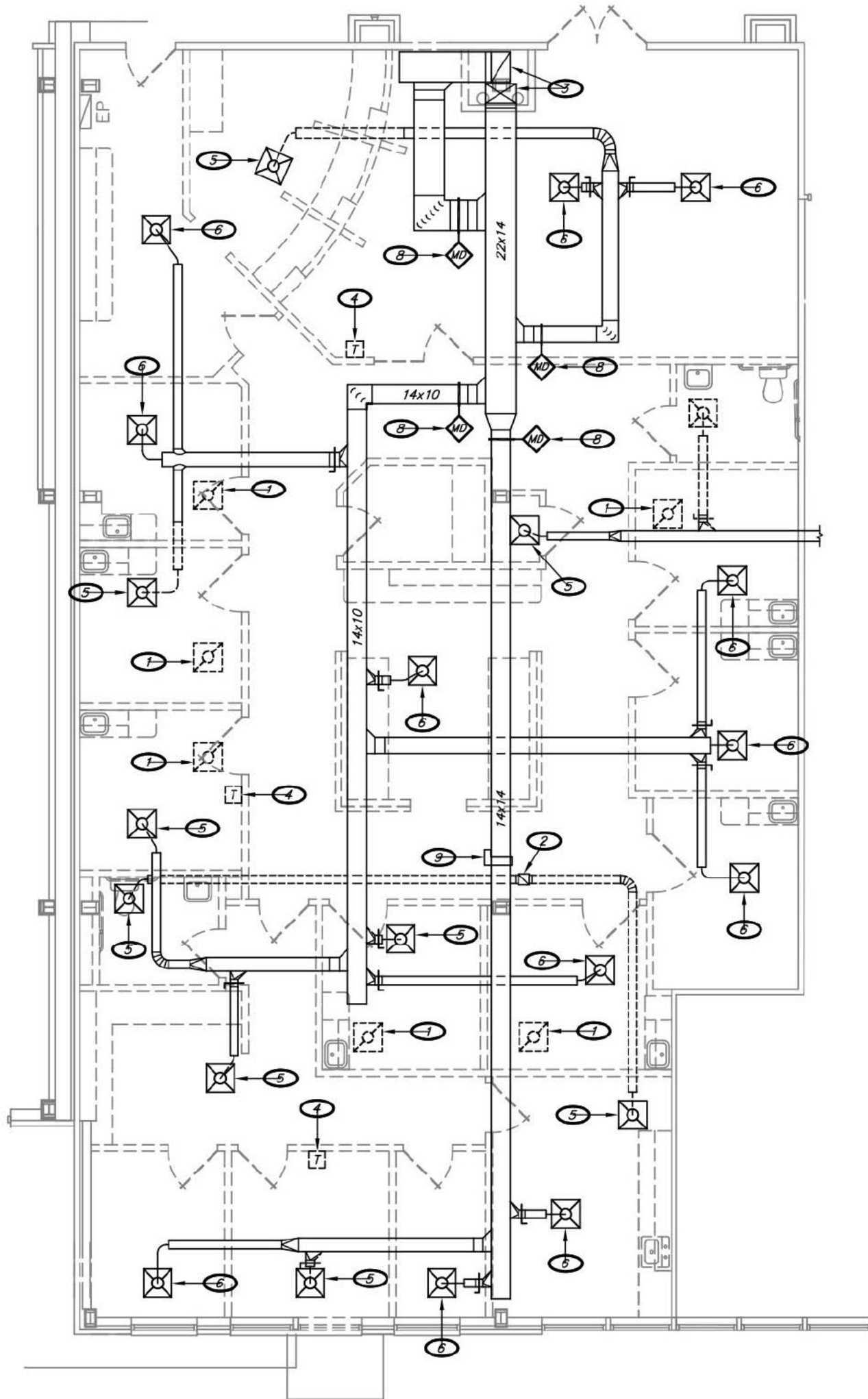
1. GRILLE/DIFFUSER NECK SHALL BE SAME SIZE AS BRANCH DUCTWORK UNLESS NOTED OTHERWISE ON PLAN.

2. DIFFUSER DISCHARGE AIR PATTERN SHALL BE 4-WAY UNLESS NOTED BY DIRECTOR ON PLAN.

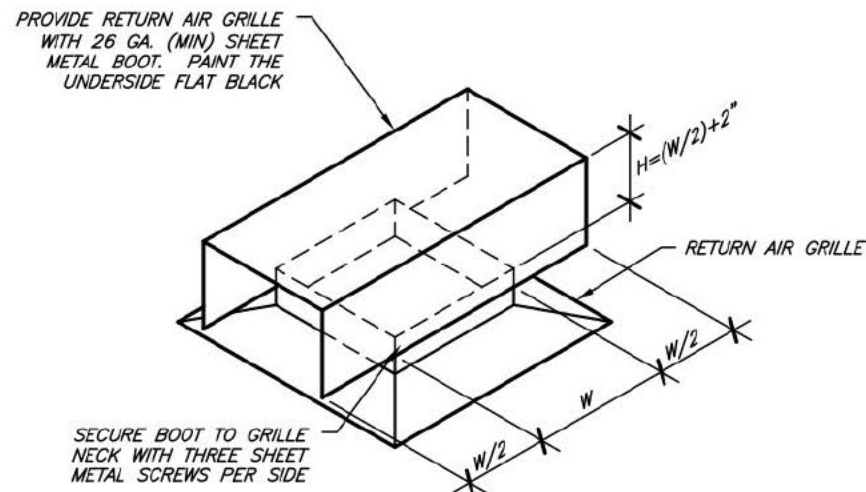
- HVAC SPECIAL NOTES:**
1. EXISTING DUCTWORK LOCATIONS AND SIZES ARE APPROXIMATIONS BASED ON FIELD OBSERVATION. FIELD VERIFY EXACT LOCATIONS AND SIZES AS REQUIRED TO CONNECT NEW DUCTWORK, BALANCE AIRFLOWS, ETC.
 2. PROVIDE COMPLETE TESTING AND BALANCING OF ALL AFFECTED AIRSIDE SYSTEMS.
 3. PROVIDE GPS MODEL QPS-MOD AT EXISTING 3-TON ROOFTOP UNIT SERVING THIS SPACE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS. COORDINATE FOR INSTALLATION OF POWER FOR GPS DEVICE.
 4. BALANCE TOTAL SUPPLY AIRFLOW TO 1200 CFM AND TOTAL VENTILATION AIRFLOW TO 215 CFM.



2 HVAC PLAN
1/8" = 1'-0"
NORTH

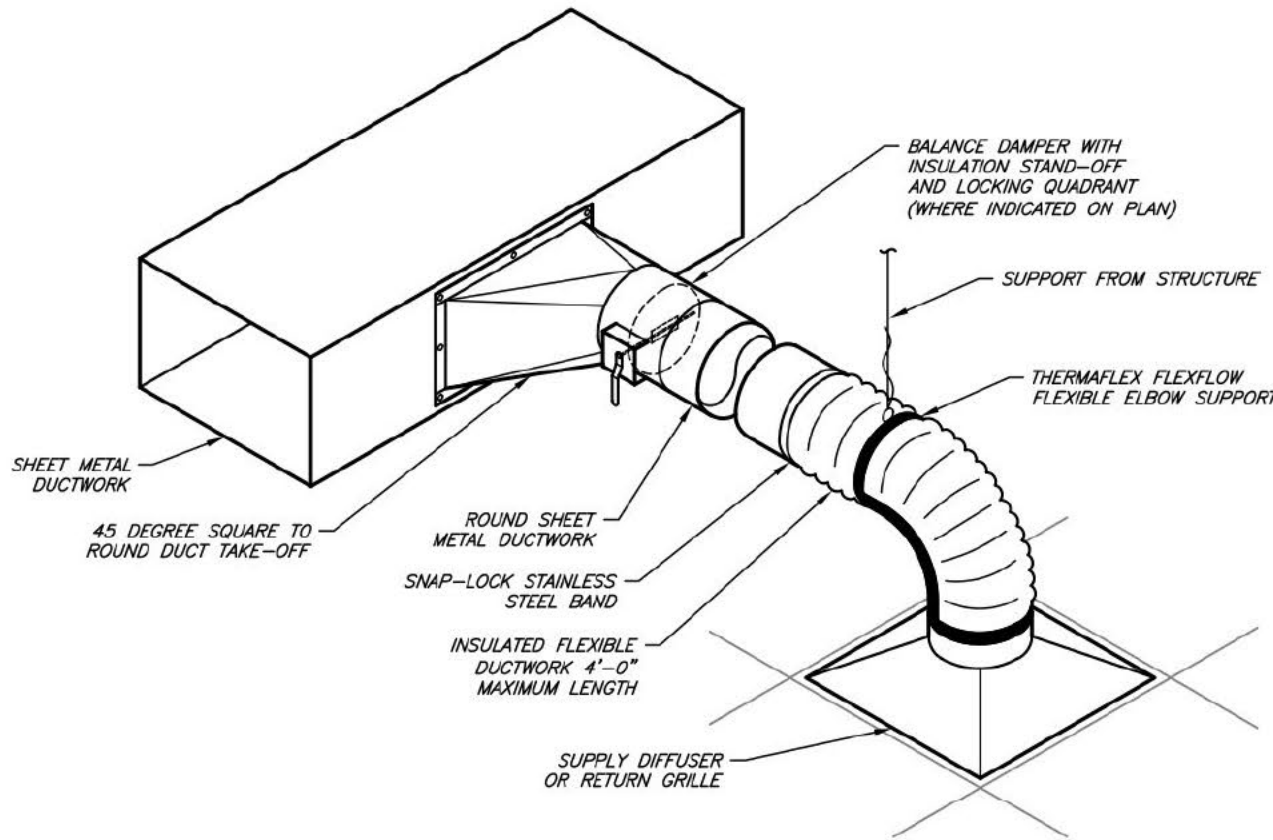


1 HVAC DEMOLITION PLAN
1/8" = 1'-0"
NORTH



NOTE: WHERE RETURN AIR GRILLE NECK IS RECTANGULAR, W SHALL BE THE LARGER OF THE TWO NECK DIMENSIONS.

4 RETURN GRILLE DETAIL
NO SCALE



3 DIFFUSER DETAIL
NO SCALE



RBM Guardian Fire Protection Inc.

Material Submittal for:

Renovation and Fit-Up for:

**REHABILITATION SUPPORT
SERVICES**

Capital District Health Park

713 Troy-Schenectady Road

Latham, New York 12110

Materials:

Wheatland Schedule 40 pipe

Threaded Type Fittings

RASCO Flex Flexible Head Connection

Reliable Model F1FR White Pendent Sprinkler Heads

Top Beam Clamps

Swivel Hangers

3/8" Threaded Rod

Pipe Dope



"Lives Are Worth Saving!"

Schedule 40

Sprinkler Pipe

Wheatland's Schedule 40 Sprinkler Pipe is a high quality sprinkler pipe offering you the full range of assurances you require. Schedule 40 Sprinkler Pipe has passed some of the toughest lab tests ever created for sprinkler pipe.

Made in the U.S.A. by Wheatland Tube Company means made to the highest standards for consistent quality.

Specifications and Approvals

Wheatland's schedule 40 Sprinkler Pipe is made from the highest quality steel in one of the nation's most modern and most complete pipe manufacturing plants. Our proprietary mill coating offers you a clean, corrosion and heat resistant surface that outlasts and outperforms standard lacquer coatings. Plus, this coating can be quickly and easily painted without special preparation. Or it may be hot-dipped galvanized to meet FM requirements for dry systems in accordance with the zinc coating specification of ASTM A795. Schedule 40 is also available as ASTM A 53 Type F, Grade A in NPS 1 - 6 and is UL Listed and FM Approved.

Wheatland's Schedule 40 Standard Wall Sprinkler Pipe meets or exceeds the following:

- UL Listed
- FM Approved
- ASTM A795, Type E, Grade A

Please refer to appropriate documentation for up-to-date listing and approval information. Specifications and descriptions are accurate as known at time of publication and are subject to change without notice.

Specifications										
NPS	Nominal O.D.		Nominal I.D.		Nominal Wall		Nominal Weight		UL CRR*	Pieces Lift
	in.	mm	in.	mm	in.	mm	lbs./ft.	kg/m		
1"	1.315	33.4	1.049	26.6	.133	3.38	1.68	2.50	1.00	70
1 1/4"	1.660	42.2	1.380	35.1	.140	3.56	2.27	3.39	1.00	51
1 1/2"	1.900	48.3	1.610	40.9	.145	3.68	2.72	4.05	1.00	44
2"	2.375	60.3	2.067	52.5	.154	3.91	3.66	5.45	1.00	30

* Calculated using Standard UL CRR formula, UL Fire Protection Directory, Category VIZY

* The CRR is a ratio value used to measure the ability of a pipe to withstand corrosion. Schedule 40 steel pipe is used as the benchmark (value of 1.0).



Wheatland Tube Company

1 Council Avenue, P.O. Box 608 Wheatland, PA 16161-0608

Ph POL 87(2)(a) - 2 Fax POL 87(2)(a) - 2

www.wheatland.com



Anvil standard and extra heavy cast iron threaded fittings are manufactured in accordance with ASME B16.4. Plugs and bushings are manufactured in accordance with ASME B16.14.

NOTE: Figure 367 Concentric Reducers do not meet the overall length requirement of ASME B16.4. All other dimensions are in compliance.



For Listings/Approval Details and Limitations, visit our website at www.anvilintl.com or contact an Anvil Sales Representative.

Cast Iron Threaded Fittings Pressure - Temperature Ratings

Temperature		Pressure			
		Class 125		Class 250	
(°F)	(°C)	psi	bar	psi	bar
-20° to 150°	-28.9 to 65.6	175	12.1	400	27.6
200°	93.3	165	11.4	370	25.5
250°	121.1	150	10.3	340	23.4
300°	148.9	140	9.7	310	21.4
350°	176.7	125	8.6	300	20.7
400°	204.4	—	—	250	17.2

Standards and Specifications

	Dimensions	Material	Galvanizing*	Thread	Pressure Rating
CAST IRON THREADED FITTINGS					
Class 125	ASME B16.4	ASTM A-126 (A)	ASTM A-153	ASME B1.20.1	ASME B16.4
Class 250	ASME B16.4	ASTM A-126 (A)	ASTM A-153	ASME B1.20.1	ASME B16.4
CAST IRON PLUGS AND BUSHINGS					
	ASME B16.14	ASTM A- 126 (A)	ASTM A-153	ASME B1.20.1	ASME B16.14

* ASTM B 633, Type I, SC 4, may be supplied as alternate zinc coating per applicable ASME B16 product standard.

Reliable®

Model RFB RASCOFLEX® Sprinkler Connections

cULus Listed, FM Approved

Product Description

RASCOFLEX® Sprinkler Connections are intended to connect a branch line to a sprinkler using a flexible stainless steel hose assembly. RASCOFLEX® Sprinkler Connections are suitable for use in suspended and hard ceiling applications such as T-Bar ceiling grids, wood, metal stud, or hat furring channel hard lid ceilings. Every package contains one (1) fully assembled stainless steel flexible sprinkler system complete with hose, branch line connection, and sprinkler connection, as well as the pre-assembled bracket assembly to attach to the ceiling.

RASCOFLEX® Sprinkler Connections are designed for use in hydraulically calculated wet, preaction, or dry sprinkler systems per NFPA 13, 13R, 13D, and FM Global Loss Prevention Data Sheets.

Technical Data

Table A

Maximum Working Pressure		FM: 200 psi (13.8 bar) UL: 175 psi (12.1 bar)
Maximum Working Temperature		300°F (149°C)
Connections	Inlet/Branch Line	1" NPT
	Outlet/Reducer	1/2" or 3/4" NPT
Minimum Allowable Bending Radius		UL: 3" (76 mm) FM: 7" (178 mm)
Maximum Number of Bends		See Friction Loss Chart
Maximum K-Factor	1/2" Outlet	5.6 (80 metric)
	3/4" Outlet	14.0 (200 metric)

Maintenance

RASCOFLEX® Sprinkler Connections should be inspected and the sprinkler system maintained in accordance with NFPA 25, as well as the requirements of any Authorities Having Jurisdiction.

Patents

RASCOFLEX® Sprinkler Connections may be covered by one or more of the following US Patent Nos. 10,173,088 and 10,328,296.

Listings and Approvals

FM Approved Class No. 1637 (FM)

UL Listed and UL Certified for Canada to ANSI/UL 2443 (cULus)



RASCOFLEX® Sprinkler Connections

Ordering Information

Specify:

Model Name

- Model RFB

Nominal Hose Length

- 24" (610 mm)
- 31" (790 mm)
- 40" (1015 mm)
- 48" (1220 mm)
- 60" (1525 mm)
- 72" (1830 mm)

Reducer Outlet: 1/2" NPT or 3/4" NPT

Reducer Type

Standard:

- 6-1/8" (155 mm) straight

Optional:

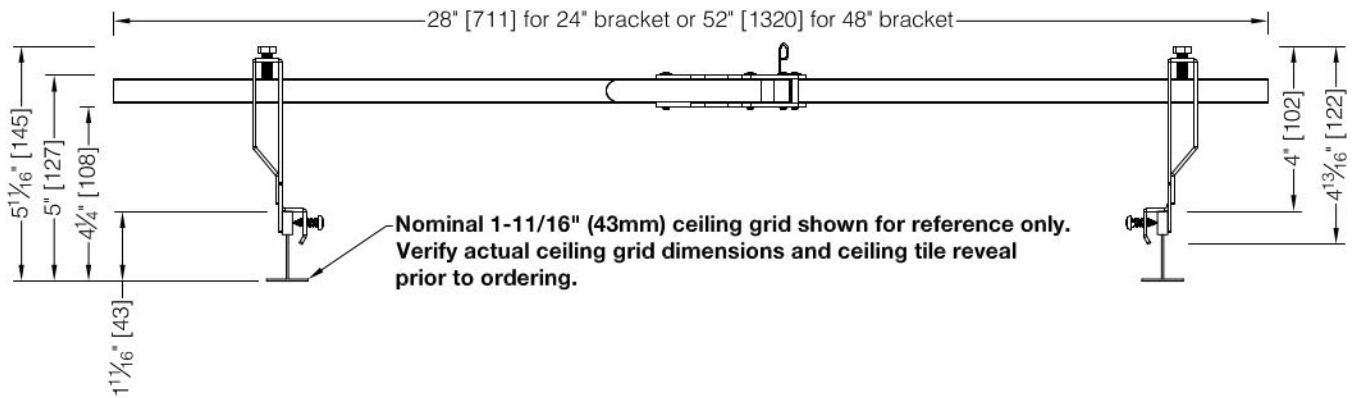
- 4-5/16" (110 mm) straight
- 5-5/16" (135 mm) straight
- 11-3/4" (300 mm) straight
- 5-5/8" (143 mm) elbow
- 7-3/8" (187 mm) elbow

Bracket Assembly Length

- 24" (610 mm) standard
- 48" (1220 mm) optional

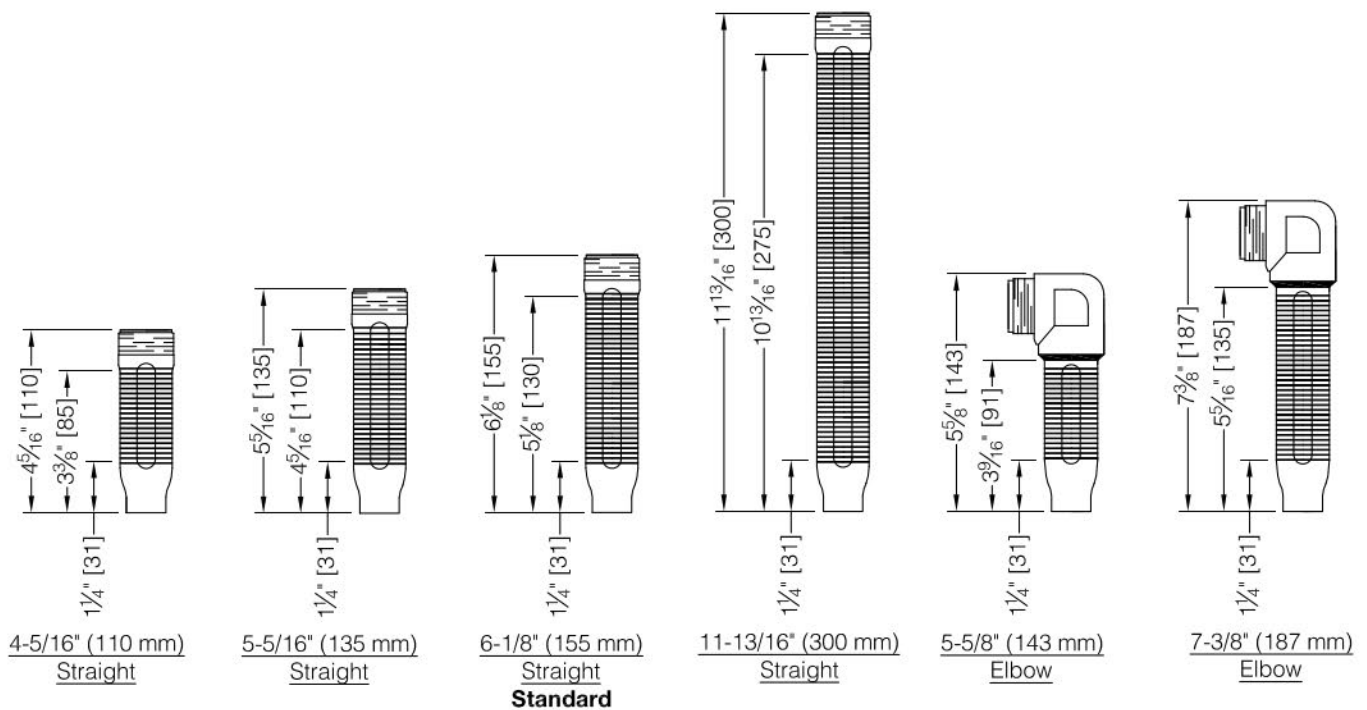
Accessories

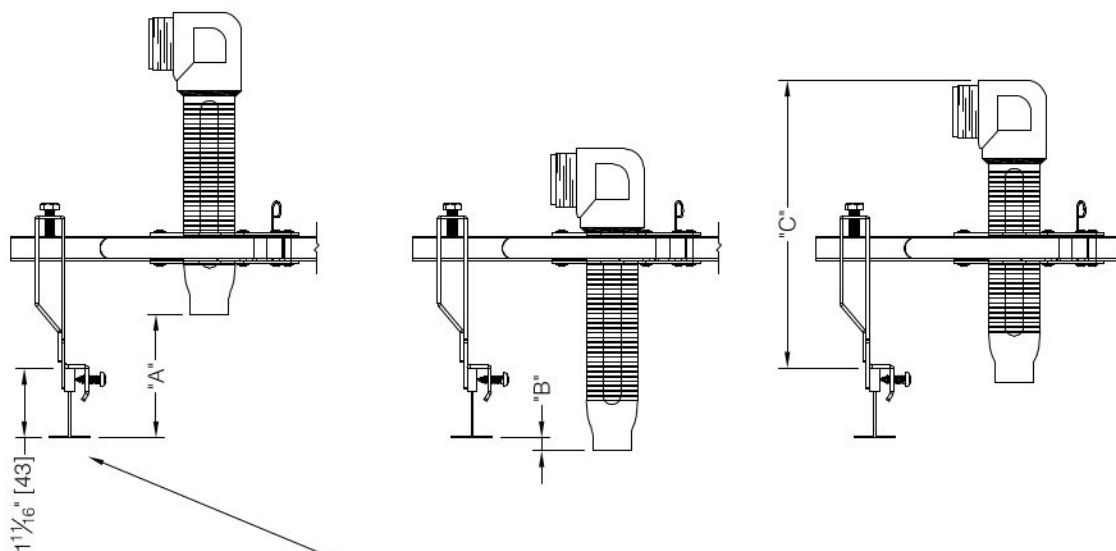
- See Table F



Reducer Dimensions

Figure 2





Nominal 1-11/16" (43mm) ceiling grid shown for reference only.
Verify actual ceiling grid dimensions and ceiling tile reveal prior to ordering.

Minimum and Maximum Face of Fitting to Bottom of Ceiling Grid for Each Reducer

Table B

Fitting Distance	6-1/8" (155mm) Straight Standard	4-5/16" (110mm) Straight	5-5/16" (135mm) Straight	11-13/16" (300mm) Straight	5-5/8" (143mm) Elbow	7-3/8" (187mm) Elbow
Max. Face of Fitting Distance Above Bottom of Ceiling Grid	3" (77mm)	3" (7mm)	3" (7mm)	3" (7mm)	3" (7mm)	3" (7mm)
Max. Face of Fitting Distance from Bottom of Ceiling Grid	1/8" (3mm) below	1-5/8" (42mm) above	11/16" (17mm) above	6-3/8" (148mm) below	1-7/16" (36mm) above	5/16" (60mm) below

Note: Based on 1-11/16" (43mm) tall ceiling grid.

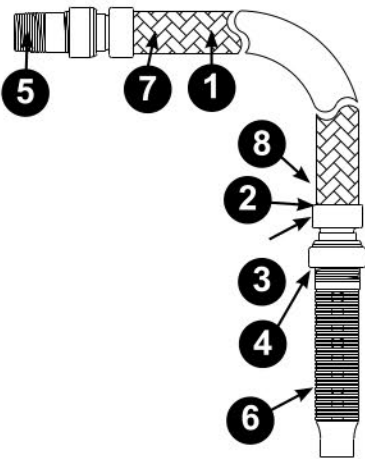
Fig. 3 Dimension C - Clearance Above Ceiling Required at Max. Sprinkler Recess

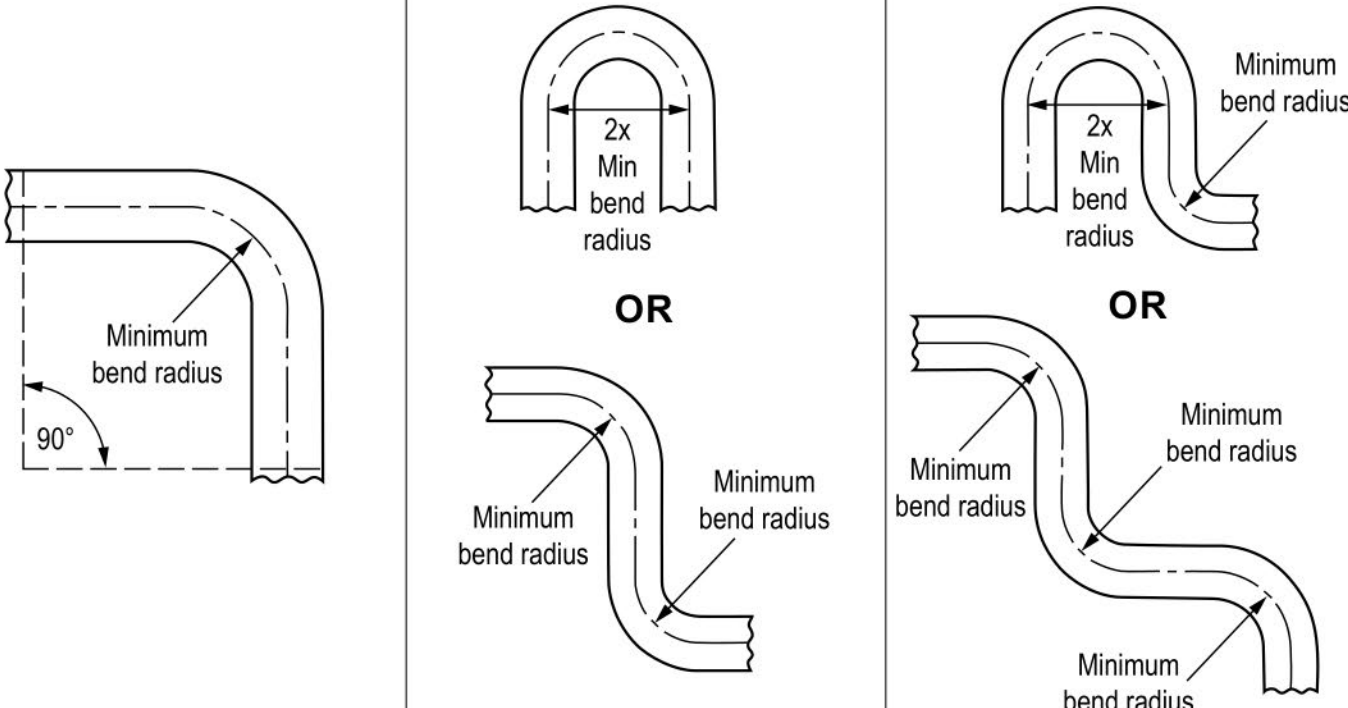
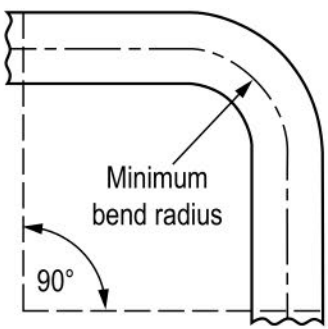
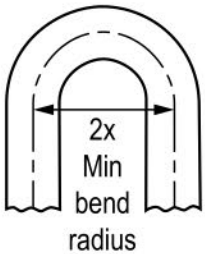
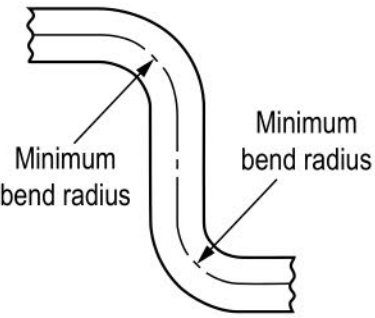
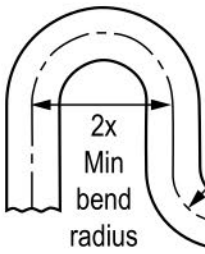
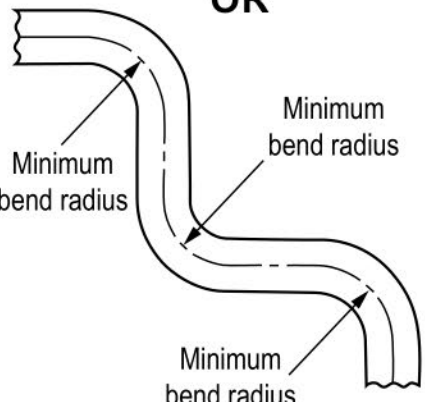
Table C

Recessed Escutcheon or Concealed/Flush Sprinkler	Reducer	
	5-5/8" (143mm) Elbow	7-3/8" (187mm) Elbow
F1 recessed escutcheon	NC	5-5/8" (144mm)
F2 or FV recessed escutcheon	NC	5-3/8" (138mm)
FP recessed escutcheon	NC	6-1/4" (160mm)
CCP conical concealed cover plate	NC	6-1/4" (160mm)
G4 series concealed sprinklers	5-5/8" (144mm)	7-3/8" (188mm)
G5 series concealed sprinklers	5-1/4" (134mm)	7" (179mm)
RFC series concealed sprinklers	5-1/4" (134mm)	7" (179mm)
XL commercial flush sprinkler with flat escutcheon	4-7/8" (125mm)	6-5/8" (169mm)
XL commercial flush sprinkler with conical escutcheon	4-3/8" (112mm)	6-1/8" (157mm)

Note: NC - Reducer not compatible with sprinkler adjustment range.

Based on 1-11/16" (43mm) tall ceiling grid and flush ceiling tile.

Materials			Figure 4
Number	Item Description	Material	
1	Flexible Hose/Bellow	AISI Type 304 Stainless Steel	
2	Isolation Ring	Nylon 66	
3	Gasket	EPDM	
4	Nut	Zinc Plated Carbon Steel	
5	Branch Line Nipple (1")	Zinc Plated Carbon Steel	
6	Reducer	Zinc Plated Carbon Steel	
7	Braid	AISI Type 304 Stainless Steel	
8	Welded Collar Fitting	AISI Type 304 Stainless Steel	
-	Bar Stock	Zinc Plated SGCC Steel	
-	Brackets: Center and Side	Zinc Plated SPCC Steel	

Flexible Hose Number of Bends			Figure 5
One Bend	Two Bends	Three Bends	
	 OR 	 OR 	

Do NOT install the RASCOFLEX™ straight. Some flexibility in the form of an allowable bend (or bends) must be provided.



cULus Friction Loss Data

Table D

Nominal Length of Flexible Hose in (mm)	Reducer		Maximum Sprinkler K-Factor gpm/psi ^{1/2} (lpm/bar ^{1/2})	Maximum Number of 90° Bends at 3" (76mm) Bend Radius	Equivalent Length of 1" (33.7mm) Sch. 40 Pipe (C=120), ft (m)
	NPT Threads	Type			
24 (610)	1/2	Straight	5.6 (80)	2	10 (3)
	3/4	Straight	14.0 (200)	2	13 (4)
31 (790)	1/2	Straight	5.6 (80)	3	14 (4.3)
	3/4	Straight	14.0 (200)	3	16 (4.9)
40 (1015)	1/2	Straight	5.6 (80)	4	21 (6.4)
	3/4	Straight	14.0 (200)	4	23 (7)
48 (1220)	1/2	Straight	5.6 (80)	4	24 (7.3)
	3/4	Straight	14.0 (200)	4	26 (7.9)
60 (1525)	1/2	Straight	5.6 (80)	4	25 (7.6)
	3/4	Straight	14.0 (200)	4	30 (9.1)
72 (1830)	1/2	Straight	5.6 (80)	5	36 (11)
	3/4	Straight	14.0 (200)	5	33 (10.1)

UL Notes:

1. Available data for use with 6.1" straight reducers.
2. Sprinkler K-Factor: 5.6 (80 metric) for 1/2-inch reducer and 14.0 (200 metric) for 3/4-inch reducer.
3. RASCOFLEX® Sprinkler Connections have been tested and approved by Underwriter's Laboratories, Inc. for use in wet, preaction, and dry sprinkler systems per NFPA 13, 13D, 13R and UL2443.



FM Friction Loss Data

Table E

Nominal Length of Flexible Hose in (mm)	Reducer		Maximum Sprinkler K-Factor gpm/psi ^{1/2} (lpm/bar ^{1/2})	Maximum Number of 90° Bends at 7" 178mm Bend Radius	Equivalent Length of 1" (33.7mm) Sch. 40 Pipe (C=120), ft (m)
	NPT Threads	Type			
24 (610)	1/2	Straight	5.6 (80)	1	9.7 (2.9)
	1/2	90° Elbow	5.6 (80)	0	11.5 (3.5)
	3/4	Straight	8.0 (115)	1	9.9 (3)
			11.2 (160)	1	9.8 (2.9)
			14.0 (200)	1	9.6 (2.9)
	3/4	90° Elbow	8.0 (115)	0	10.2 (3.1)
			11.2 (160)	0	10 (3)
			14.0 (200)	0	9.8 (2.9)
31 (790)	1/2	Straight	5.6 (80)	2	12.4 (3.8)
	1/2	90° Elbow	5.6 (80)	2	15.8 (4.8)
	3/4	Straight	8.0 (115)	2	13.7 (4.1)
			11.2 (160)	2	12.9 (3.9)
			14.0 (200)	2	12.2 (3.7)
	3/4	90° Elbow	8.0 (115)	2	14.5 (4.4)
			11.2 (160)	2	13.7 (4.1)
			14.0 (200)	2	13 (3.9)
40 (1015)	1/2	Straight	5.6 (80)	2	15.9 (4.8)
	1/2	90° Elbow	5.6 (80)	2	21.6 (6.6)
	3/4	Straight	8.0 (115)	2	18.5 (5.6)
			11.2 (160)	2	17.4 (5.3)
			14.0 (200)	2	16.3 (4.9)
	3/4	90° Elbow	8.0 (115)	2	20 (6)
			11.2 (160)	2	18.9 (5.7)
			14.0 (200)	2	20 (6)
48 (1220)	1/2	Straight	5.6 (80)	3	19.0 (5.8)
	1/2	90° Elbow	5.6 (80)	3	25.9 (7.9)
	3/4	Straight	8.0 (115)	3	22.7 (6.9)
			11.2 (160)	3	21.5 (6.5)
			14.0 (200)	3	20.5 (6.2)
	3/4	90° Elbow	8.0 (115)	3	24.8 (7.5)
			11.2 (160)	3	23.6 (7.2)
			14.0 (200)	3	22.6 (6.8)

Nominal Length of Flexible Hose in (mm)	Reducer		Maximum Sprinkler K-Factor gpm/psi ^{1/2} (lpm/bar ^{1/2})	Maximum Number of 90° Bends at 7" (178mm) Bend Radius	Equivalent Length of 1" (33.7mm) Sch. 40 Pipe (C=120), ft (m)
	NPT Threads	Type			
60 (1525)	1/2	Straight	5.6 (80)	4	23.7 (7.2)
	1/2	90° Elbow	5.6 (80)	4	33.1 (10)
	3/4	Straight	8.0 (115)	4	29.1 (8.8)
			11.2 (160)	4	28 (8.5)
			14.0 (200)	4	27 (8.2)
	3/4	90° Elbow	8.0 (115)	4	32.2 (9.8)
			11.2 (160)	4	31.1 (9.5)
			14.0 (200)	4	30 (9.1)
72 (1830)	1/2	Straight	5.6 (80)	4	28.4 (8.6)
	1/2	90° Elbow	5.6 (80)	4	40.4 (12.3)
	3/4	Straight	8.0 (115)	4	35.5 (10.8)
			11.2 (160)	4	34.3 (10.4)
			14.0 (200)	4	33.2 (10.1)
	3/4	90° Elbow	8.0 (115)	4	39.5 (12)
			11.2 (160)	4	38.3 (11.6)
			14.0 (200)	4	37.2 (11.3)

FM Notes:

1. RASCOFLEX® Sprinkler Connections have been tested and approved by FM Approvals for use in wet, preaction, and dry sprinkler systems per FM data sheets 2-0, 2-5, and 2-8 per FM1637.
2. Maximum sprinkler K-Factor: 5.6 (80 metric) for 1/2-inch reducer and 14.0 (200 metric) for 3/4-inch reducer.
3. Differences in equivalent lengths are due to varying test methods, per FM 1637 standards.
4. Above data of friction loss for use with 6.1" straight reducers.

Accessories List

Table F

 5-5/8" (143mm) Elbow Reducer-Short 1/2": 7M99003303 3/4": 7M99003305	 7-3/8" (187mm) Elbow Reducer-Long 1/2": 7M99003302 3/4": 7M99003304	 4-5/16" (110mm) Straight Reducer 1/2": 7M99003306 3/4": 7M99003325
 5-5/16" (135mm) Straight Reducer 1/2": 7M99003307 3/4": 7M99003326	 Replacement 6-1/8" (155mm) Standard Straight Reducer 1/2": 7M99003308 3/4": 7M99003327	 11-13/16" (300mm) Straight Reducer 1/2": 7M99003309 3/4": 7M99003328
 Hat Channel End Bracket- Short 3" (76mm) 7M99003310	 Hat Channel End Bracket- Long 3-3/4" (95mm) 7M99003311	 Metal Stud End Bracket-Short 1-1/2" (38mm) 7M99003312
 Metal Stud End Bracket- Long 2-1/16" (53mm) 7M99003313	 T-Bar End Bracket- Short 2-5/8" (68mm) 7M99003314	 T-Bar End Bracket- Long 4-1/8" (105mm) 7M99003316
 Wood Beam Stud End Bracket 7M99003317	 Replacement Center Bracket 7M99003321	 3" (76 mm) Bend Radius Indicator 7M99004179
 Replacement 1" NPT Inlet Adapter 7M99003322	 #2 Square Drive Bit 7M99004539	 Replacement Gasket 7M99004319
 48" (1220mm) Bracket Assembly 7M99003301		



Model F1FR Series Quick Response Glass Bulb Sprinklers

Model F1FR56 Sprinkler Types

Standard Spray Upright
Standard Spray Pendent
Conventional Upright/Pendent
Vertical Sidewall
Horizontal Sidewall

Model F1FR56 Recessed Sprinkler Types

Standard Spray Pendent
Horizontal Sidewall

Model F1FR56 Concealed Sprinkler Types

Standard Spray Pendent

Model F1FR42, F1FRXLH & F1FR28 Sprinkler Types

Standard Spray Upright
Standard Spray Pendent

Model F1FR40 Sprinkler Types

Standard Spray Pendent

Model F1FR42, F1FR40, F1FRXLH & F1FR28 Recessed Sprinkler Types

Standard Spray Pendent

Model F1FR56LL & F1FR42LL Low Lead Sprinkler Types

Standard Spray Pendent with less than 0.25% Lead Content

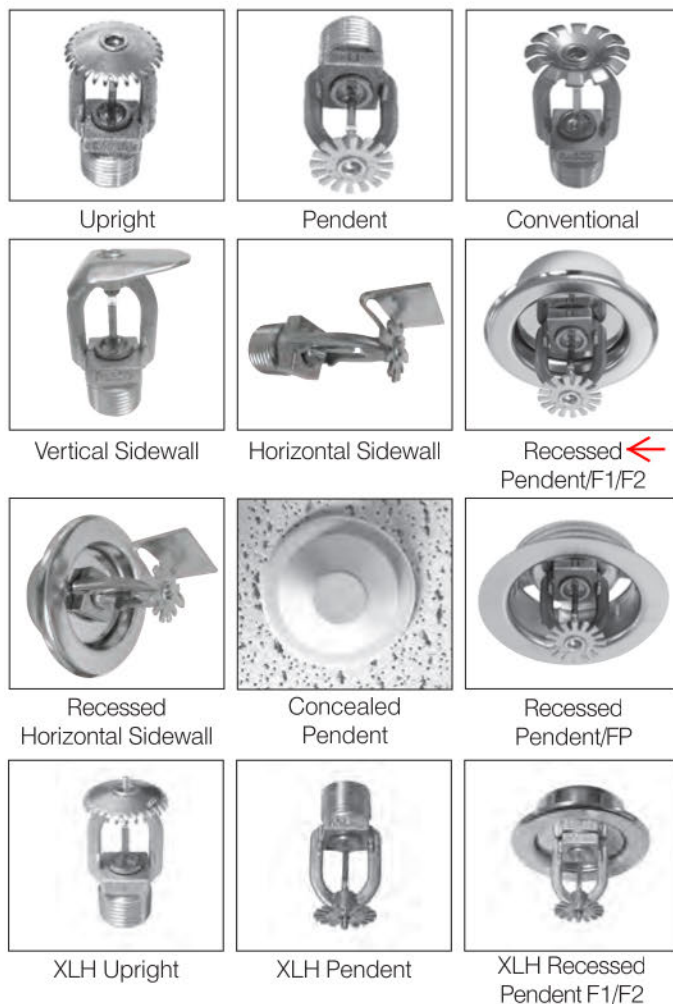
Listing & Approvals

The following organizations provide Listings or Approvals for various Model F1FR series sprinklers. See the Design and Installation table in this Bulletin for information on specific listings and approvals applicable to each sprinkler.

1. Underwriters Laboratories Inc. and Certified for Canada (cULus) in accordance with ANSI/UL199.
2. FM Approvals (FM)
3. Loss Prevention Certification Board (LPCB)
4. VdS Schadenverhütung GmbH (VdS)
5. Underwriters Laboratories Inc. and Underwriters Laboratories of Canada Certified for Health Effects to NSF/ANSI Standard 61 Annex G (ULH)
6. EC Certificate: 0786-CPD-40239 (RA1414), 0786-CPD-40251 (RA1425), 0786-CPD-40252 (RA1475) (EC)

UL Listing Category

Sprinklers, Automatic & Open (VNIV)
Quick Response Sprinkler



Product Description

Reliable Model F1FR series sprinklers are quick-response automatic sprinklers with a glass bulb thermal element. Model F1FR series sprinklers are Standard Spray sprinklers, with the exception of the Model F1FR56 Conventional sprinkler which is an Old-style/Conventional sprinkler.

The Model F1FR Series automatic sprinklers utilize a 3.0 mm frangible glass bulb. These sprinklers have demonstrated response times in laboratory tests which are five to ten times faster than standard response sprinklers. This quick response enables the Model F1FR Series sprinklers to apply water to a fire faster than standard-response sprinklers of the same temperature rating.

The glass bulb consists of an accurately controlled amount of special fluid hermetically sealed inside a precisely manufactured glass capsule. This glass bulb is specially constructed to provide fast thermal response.



XLH Recessed
Pendent FP

At normal temperatures, the glass bulb contains the fluid in both the liquid and vapor phases. The vapor phase can be seen as a small bubble. As heat is applied, the liquid expands, forcing the bubble smaller and smaller as the liquid pressure increases. Continued heating forces the liquid to push out against the bulb, causing the glass to shatter, opening the waterway and allowing the deflector to distribute the discharging water.

Model F1FR Series sprinklers provide a wide range of options where quick-response, glass bulb sprinklers are used:

- Pendent, recessed pendent, upright, horizontal sidewall, and vertical sidewall deflectors
- K-factors of 2.8 (40 metric), 4.0 (57 metric), 4.2 (60 metric), and 5.6 (80 metric)
- Flush, recessed, and concealed installations

See the Design and Installation Information table in this Bulletin for information on the approvals and availability of specific Model F1FR series sprinkler configurations.

Model F1FR Recessed Pendent and Recessed Horizontal Sidewall sprinklers are required to be used with Reliable Model F1, F2, or FP recessed escutcheons. See the Recessed Escutcheon Data table in this Bulletin for listing and approval information with each specific Model F1FR series sprinkler. Model F1 and F2 recessed escutcheons, shown in Fig. 1 and 3, are a friction fit assembly allowing for 3/4-inch (19mm) and 1/2-inch (12.7mm) of adjustment, respectively. Model FP recessed escutcheons, shown in Fig. 2, provide a 1/2-inch (12.7mm) threaded adjustment.

Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers are required to be used with Model CCP cover plates. A standard profile Model CCP cover plate is available that provides up to 1/2-inch (12.7mm) of cover plate adjustment. In addition, a low profile Model CCP cover plate is also available that provides up to 5/16-inch (8.0mm) of cover plate adjustment. See the Design and Installation Information and Listed and Approved Temperature Ratings tables in this Bulletin for further information on approved cover plate options.

Application

Model F1FR Series sprinklers are intended for use in accordance with NFPA 13, FM Property Loss Prevention Data Sheets, and the requirements of the Authority Having Jurisdiction. Care must be exercised that the k-factor, temperature rating, deflector style, and sprinkler type are in accordance with the requirements of the applicable design and installation standards. In addition, Model F1FR Series sprinklers must be used in accordance with their listings and approvals, as well as the information provided in this Bulletin.

Installation

Glass bulb sprinklers have orange bulb protectors or protective caps to minimize bulb damage during shipping, handling and installation. Reliable sprinkler installation wrenches are designed to install sprinklers with bulb protectors in place. Remove the bulb protector at the time when the sprinkler system is placed in service for fire protection. Removal of the bulb protector before this time may leave the bulb vulnerable to damage. Remove bulb protectors by undoing the clasp by hand. Do not use tools to remove bulb protectors.

Model F1FR Series sprinklers must be installed with the Reliable sprinkler installation wrench identified in the Design and Installation Information table in this Bulletin. Any other wrench may damage the sprinkler. A leak tight sprinkler joint can be obtained with a torque of 8 to 18 lb-ft (11 to 24 N-m). Do not tighten sprinklers over the maximum recommended installation torque. Exceeding the maximum recommended installation torque may cause leakage or impairment of the sprinkler.

Recessed Sprinklers

Model F1FR Series Recessed sprinklers are to be installed as shown in Fig. 1, Fig. 2, or Fig. 3, as applicable to the specific model being installed. The Recessed Escutcheon Data table in the Bulletin identifies the only recessed escutcheons that are permitted to be used with each Model F1FR Series Recessed sprinkler. The use of any other recessed escutcheon will void all approvals and negate all warranties.

Concealed Sprinklers

Model F1FR Series Concealed Pendent sprinklers are to be installed as shown in Fig. 4 or Fig. 5, as applicable to the selected cover plate. Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers have a factory-installed Model CCP cup. A protective cap is installed at the factory that should remain on the sprinkler until the sprinkler is installed and should then be reinstalled on the sprinkler until the cover plate is installed. The concealed sprinkler assemblies are completed by the installation of a Model CCP push-on/thread-off cover plate assembly. The cover plate and sprinkler cup assemblies are joined using a cover plate skirt with flexible tabs for threaded engagement. A choice of two Model CCP cover plate assemblies provides either 1/2-inch (13mm) or 5/8-inch (8mm) of cover adjustment. Do not install Model F1FR Series Concealed Pendent sprinklers in ceilings which have positive pressure in the space above.

Model F1FR Series Concealed Pendent sprinklers require a 2-5/8-inch (67mm) diameter hole to be cut in the ceiling. The Model RC1 wrench is used to engage the sprinkler wrenching surfaces and to install the sprinkler in the fitting. Remove the protective cap to install the sprinkler, then reinstall the protective cap until the cover plate is installed. When inserting or removing the wrench from the sprinkler/cup assembly, care should be taken to prevent damage to the sprinkler. Do not wrench any other part of the sprinkler/cup assembly. Installation is completed by removing the protective cap from the sprinkler and pushing the cover plate onto the cup. Final adjustment is made by hand turning the cover plate until the skirt flange makes full contact with the ceiling. Cover plate removal requires turning the cover plate in the counter clockwise direction. After installation, inspect all sprinklers to ensure that there is a gap between the cover plate and ceiling and that the four cup slots are open and free from any air flow impediment to the space above.

Concealed cover plate/cup assemblies are listed only for use with specific sprinklers. The use of any concealed cover plate/cup assembly other than the Reliable Model CCP with Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers or the use of the Model CCP Concealed cover plate assembly on any sprinkler with which it is not specifically listed may prevent good fire protection and will void all guarantees, warranties, listings and approvals.

Technical Data:

Sensitivity: Quick-response

Thread Size: 1/2-inch NPT standard; ISO 7-R1/2 optional

Maximum Working Pressure: 175 psi (12 bar) - 100% Factory tested hydrostatically to 500 psi (34.5 bar)

SIN RA1425, RA1414 & RA1435 cULus listed for 250 psi (17 bar)

Design and Installation Information											
Model	Nominal K-factor		Nominal Orifice Diameter		Deflector/ Orientation	Nominal Sprinkler Height		Installation Wrench	SIN	Listings and Approvals	Approval Notes
	US	Metric	inches	mm		inches	mm				
F1FR28	2.8	40	3/8	10	Pendent	2.25	57	D or W2	RA1411	cULus	2
					Recessed Pendent	2.25	57	GFR2	RA1411	cULus	2
					Upright	2.25	57	D or W2	RA1421	cULus	1,2
F1FR40	4.0	57	3/8	10	Pendent	2.25	57	D or W2	RA1418	VdS	
					Recessed Pendent	2.25	57	GFR2	RA1418	VdS	
F1FR42	4.2	60	7/16	10	Pendent	2.25	57	D or W2	RA1413	cULus	2
					Recessed Pendent	2.25	57	GFR2	RA1413	cULus	2
					Upright	2.25	57	D or W2	RA1423	cULus	1,2
F1FR42LL	4.2	60	7/16	10	Pendent	2.25	57	D or W2	RA1410	cULus, ULH	
					Recessed Pendent	2.25	57	GFR2	RA1410	cULus, ULH	
F1FRXLH (F1FR42 with Pintle)	4.2	60	7/16	10	Pendent	2.25	57	D or W2	RA1413	cULus	2
					Recessed Pendent	2.25	57	GFR2	RA1413	cULus	2
					Upright	2.25	57	D or W2	RA1423	cULus	1,2
F1FR56	5.6	80	1/2	15	Pendent	2.25	57	D or W2	RA1414	cULus, FM, LPCB, VdS, EC	1,2,3,4
					Recessed Pendent	2.25	57	GFR2	RA1414	cULus, FM, LPCB, VdS, EC	1,2,3,4
					Concealed Pendent	2.25	57	RC1	RA1414	cULus, VdS, EC	5,6
					Upright	2.25	57	D or W2	RA1425	cULus, FM, LPCB, VdS, EC	1,2,3,4
F1FR56LL	5.6	80	1/2	15	"Conventional (Pendent or Upright)"	2.25	57	D or W2	RA1475	LPCB, VdS, EC	4
					Pendent	2.25	57	D or W2	RA1415	cULus, ULH	1
					Recessed Pendent	2.25	57	GFR2	RA1415	cULus, ULH	
F1FR56	5.6	80	1/2	15	Concealed Pendent	2.25	57	RC1	RA1415	cULus, ULH	6
					Horizontal Sidewall	2.63	67	D or W2	RA1435	cULus, FM	1,2,3,7
F1FR56	5.6	80	1/2	15	Recessed Horizontal Sidewall	2.63	67	GFR2	RA1435	cULus, FM	8
F1FR56	5.6	80	1/2	15	Vertical Sidewall (Pendent or Upright)	2.25	57	D or W2	RA1485	cULus, FM, LPCB	1,2,3,9

(1) cULus Listed Corrosion Resistant sprinkler when ordered with available Polyester coating.

(2) cULus Listed Corrosion Resistant sprinkler when ordered with available Electroless Nickel PTFE plating.

(3) Available with FM approved Polyester coating in black or white.

(4) Available with LPCB and VdS approved Polyester coating.

(5) VdS and EC approvals of the F1FR56 Concealed Pendent sprinkler are for 155°F (68°C) temperature rated sprinklers only. VdS approved sprinklers must use Norbulb brand glass bulbs with the 1/2-inch (12.7mm) adjustment Model CCP cover plate only.

(6) Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers must be used with Reliable Model CCP cover plates, available as either standard depth with 1/2-inch (12.7mm) of adjustment or low profile with 5/16-inch (8.0 mm) of adjustment.

(7) cULus Listing of the F1FR56 Horizontal Sidewall sprinkler is for Light and Ordinary Hazard occupancies only. FM Approval of the F1FR56 Horizontal Sidewall sprinkler is for Light Hazard occupancies only.

(8) cULus Listing and FM Approval of the F1FR56 Recessed Horizontal Sidewall sprinkler is for Light Hazard occupancies only.

(9) The F1FR56 Vertical Sidewall sprinkler is listed and approved for use only in Light Hazard occupancies. Minimum to maximum deflector to ceiling distance shall be 4 inches to 12 inches (102mm to 305mm). LPCB approval of the F1FR56 Vertical Sidewall sprinkler is for installation in the Pendent position only.

Listed and Approved Temperature Ratings

Model	Deflector/ Orientation	Ordinary Temp. Classification 100°F (38°C) Max. Ambient Temp.		Intermediate Temp. Classification 150°F (65°C) Max. Ambient Temp.		High Temp. Classification 225°F (107°C) Max. Ambient Temp.	
		135°F (57°C) Temp. Rating	155°F (68°C) Temp. Rating	175°F (79°C) Temp. Rating	200°F (93°C) Temp. Rating	286°F (141°C) Temp. Rating	
		Orange Bulb	Red Bulb	Yellow Bulb	Green Bulb	Blue Bulb	
F1FR28	Pendent	cULus					
	Recessed Pendent	cULus				--	
	Upright	cULus					
F1FR40	Pendent	VdS					
	Recessed Pendent	VdS				--	
F1FR42	Pendent	cULus					
	Recessed Pendent	cULus				--	
	Upright	cULus					
F1FR42LL	Pendent	--		cULus, ULH		--	
	Recessed Pendent	--		cULus, ULH		--	
F1FRXLH	Pendent	cULus					
	Recessed Pendent	cULus				--	
	Upright	cULus					
F1FR56	Pendent	cULus, FM, LPCB, VdS, EC					
	Recessed Pendent	cULus, FM, LPCB, VdS, EC				--	
	Concealed Pendent*	cULus	cULus,VdS,EC		cULus		--
	Upright	cULus, FM, LPCB, VdS, EC					
	"Conventional (Pendent or Upright)"	LPCB, VdS, EC					
F1FR56LL	Pendent	--		cULus, ULH		--	
	Recessed Pendent	--		cULus, ULH		--	
	Concealed Pendent*	--		cULus, ULH		--	
F1FR56	Horizontal Sidewall	cULus, FM					
	Recessed Horizontal Sidewall	cULus, FM				--	
F1FR56	Vertical Sidewall (Pen- dent or Upright)	cULus, FM, LPCB					

* Model F1FR56 Concealed Pendent and F1FR56LL Concealed Pendent sprinklers must be used with Reliable Model CCP cover plates. For Ordinary Temperature Classification sprinklers use a 135°F (57°C) temperature rated cover plate. For Intermediate Temperature Classification sprinklers use a 165°F (74°C) temperature rated cover plate.

Recessed Escutcheon Data

Model	Deflector/ Orientation	Listed and Approved Recessed Escutcheons			SIN
		Model F1 (Fig. 1 & 3) 3/4-inch (19mm) adjustment	Model F2 (Fig. 1 & 3) 1/2-inch (12.7mm) adjustment	Model FP (Fig. 2) 1/2-inch (12.7mm) adjustment	
F1FR28	Recessed Pendent	cULus	cULus	cULus	RA1411
F1FR40	Recessed Pendent	VdS	VdS	VdS	RA1418
F1FR42	Recessed Pendent	cULus	cULus	cULus	RA1413
F1FR42LL	Recessed Pendent	cULus, ULH	cULus, ULH	cULus, ULH	RA1410
F1FR42XLH	Recessed Pendent	cULus	cULus	cULus	RA1413
F1FR56	Recessed Pendent	cULus, LPCB, VdS, EC	cULus, FM, LPCB, VdS, EC	cULus, VdS, EC	RA1414
F1FR56LL	Recessed Pendent	cULus, ULH	cULus, ULH	cULus, ULH	RA1415
F1FR56	Recessed Horizontal Sidewall	cULus	cULus, FM	cULus	RA1435

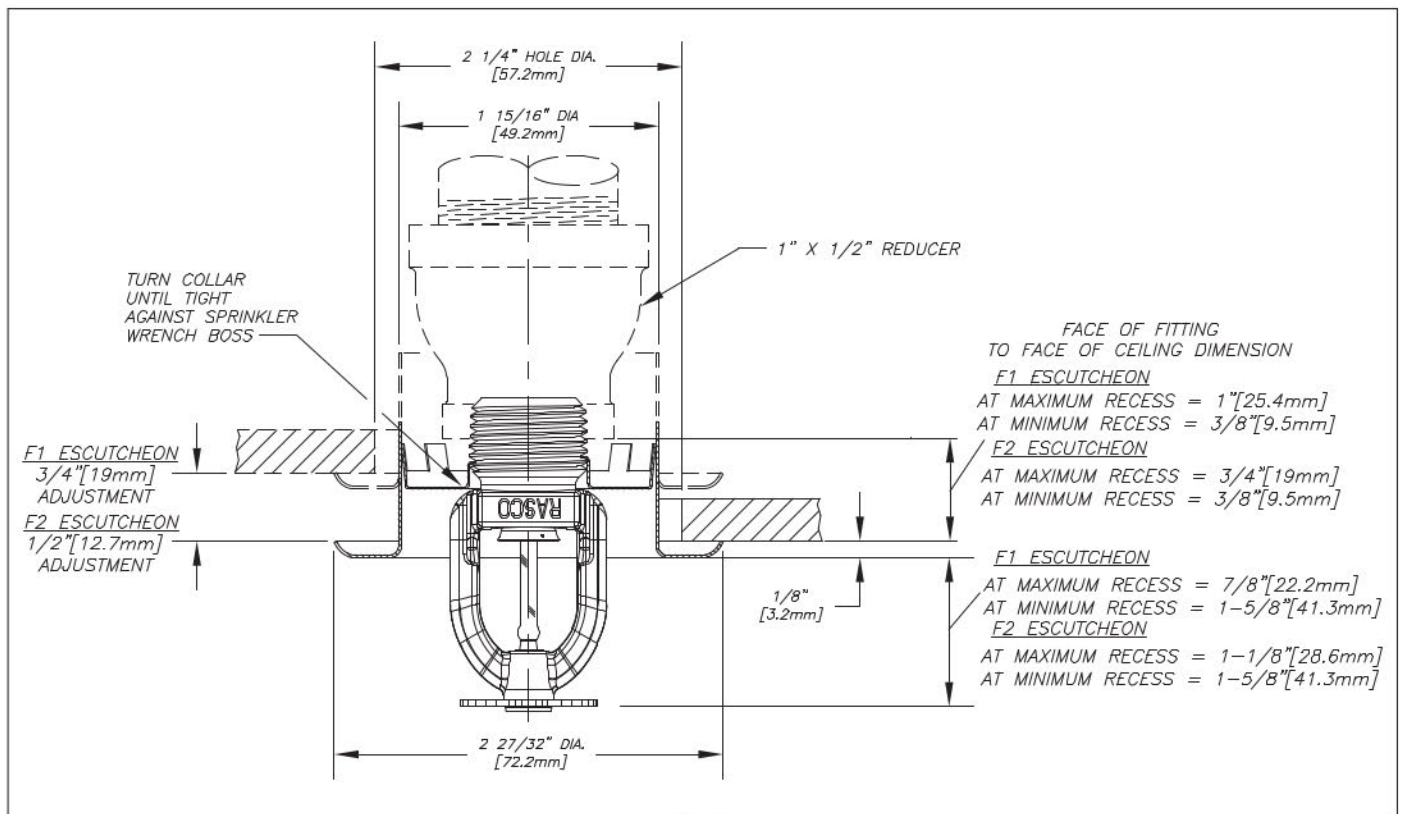


Fig. 1

Model F1FR56, F1FR56LL, F1FR42, F1FR40, F1FR42LL, F1FRXLH & F1FR28
Recessed Pendent sprinkler with Model F1 or F2 escutcheon

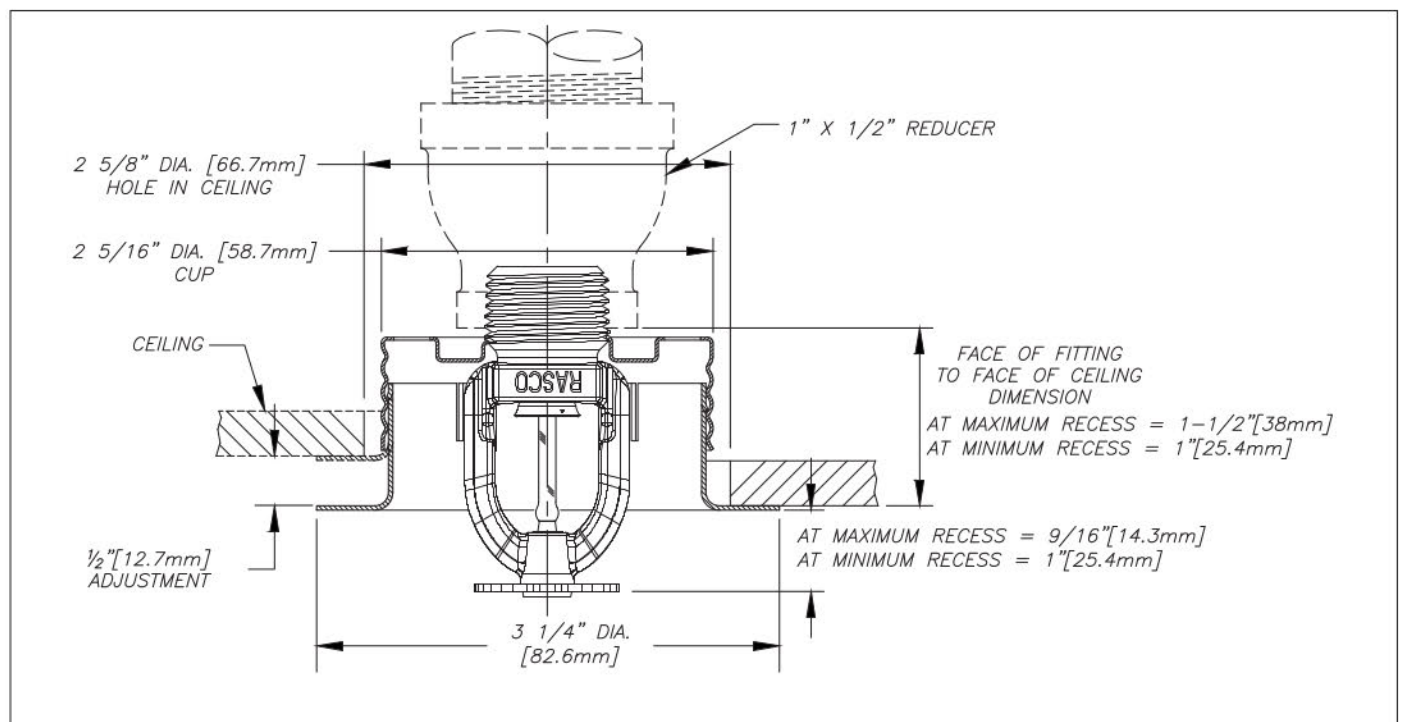


Fig. 2

Model F1FR56, F1FR56LL, F1FR42, F1FR40, F1FR42LL, F1FRXLH & F1FR28
Recessed Pendent sprinkler with Model FP escutcheon

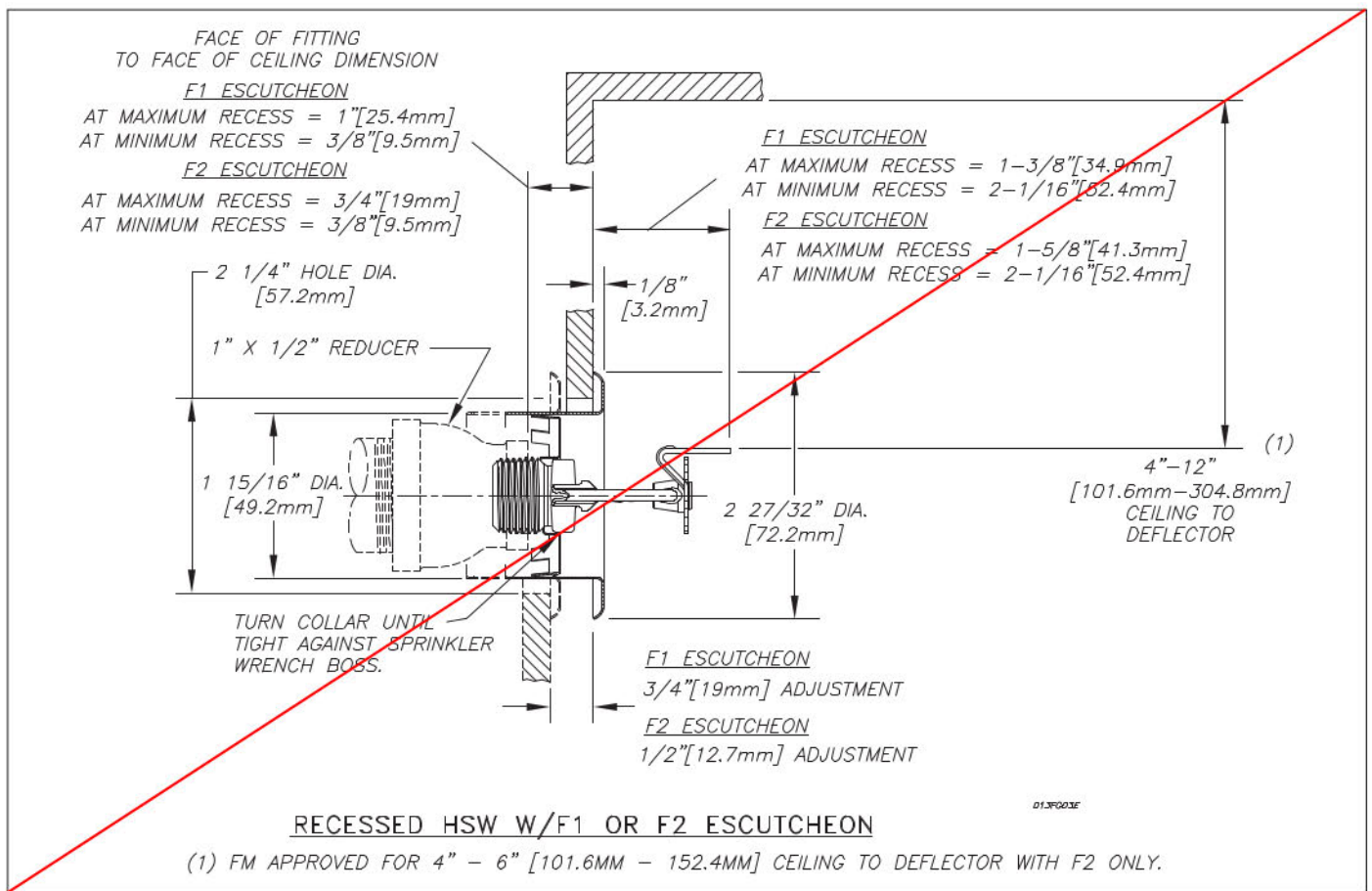


Fig. 3

Model F1FR56 Recessed Horizontal Sidewall sprinkler with Model F1 or F2 escutcheon

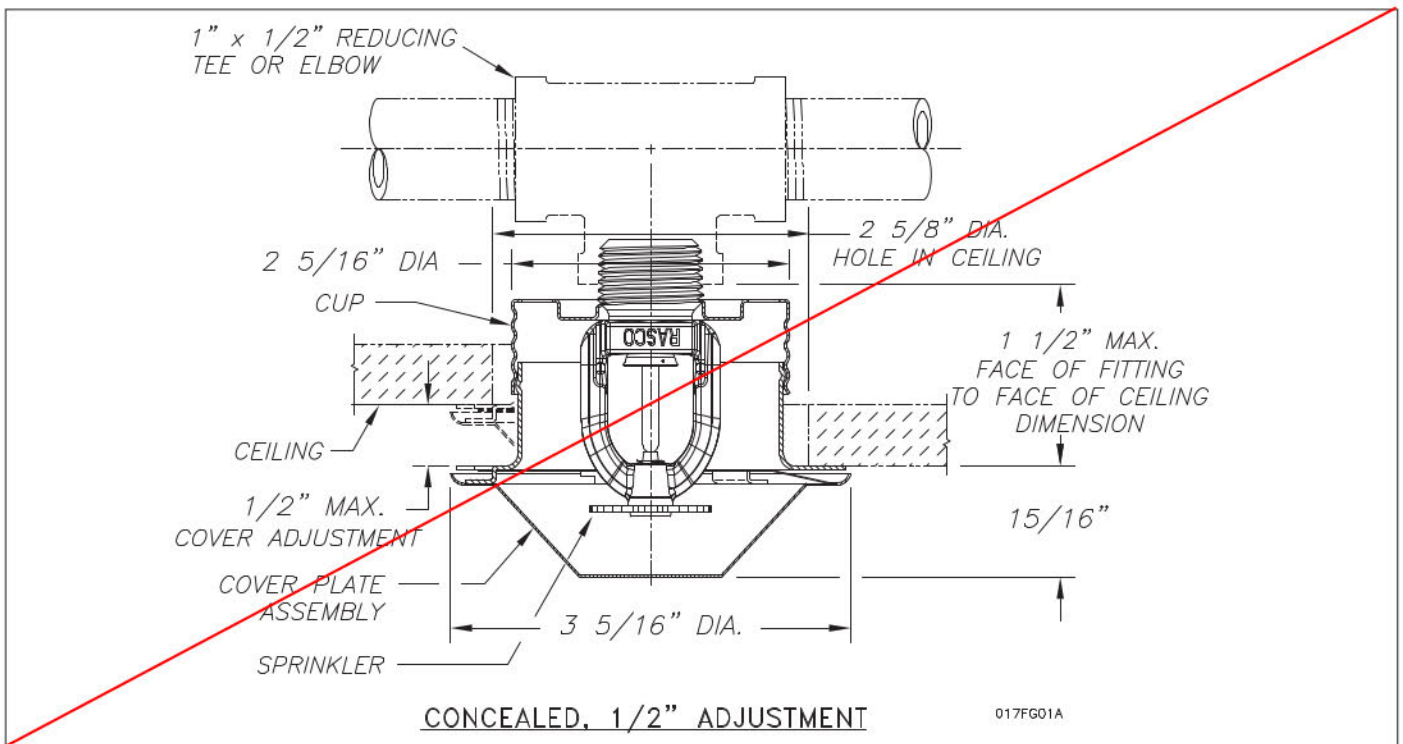


Fig. 4

Model F1FR56/F1FR56LL Concealed Pendent sprinkler with standard depth
1/2-inch (12.7mm) adjustment - Model CCP cover plate

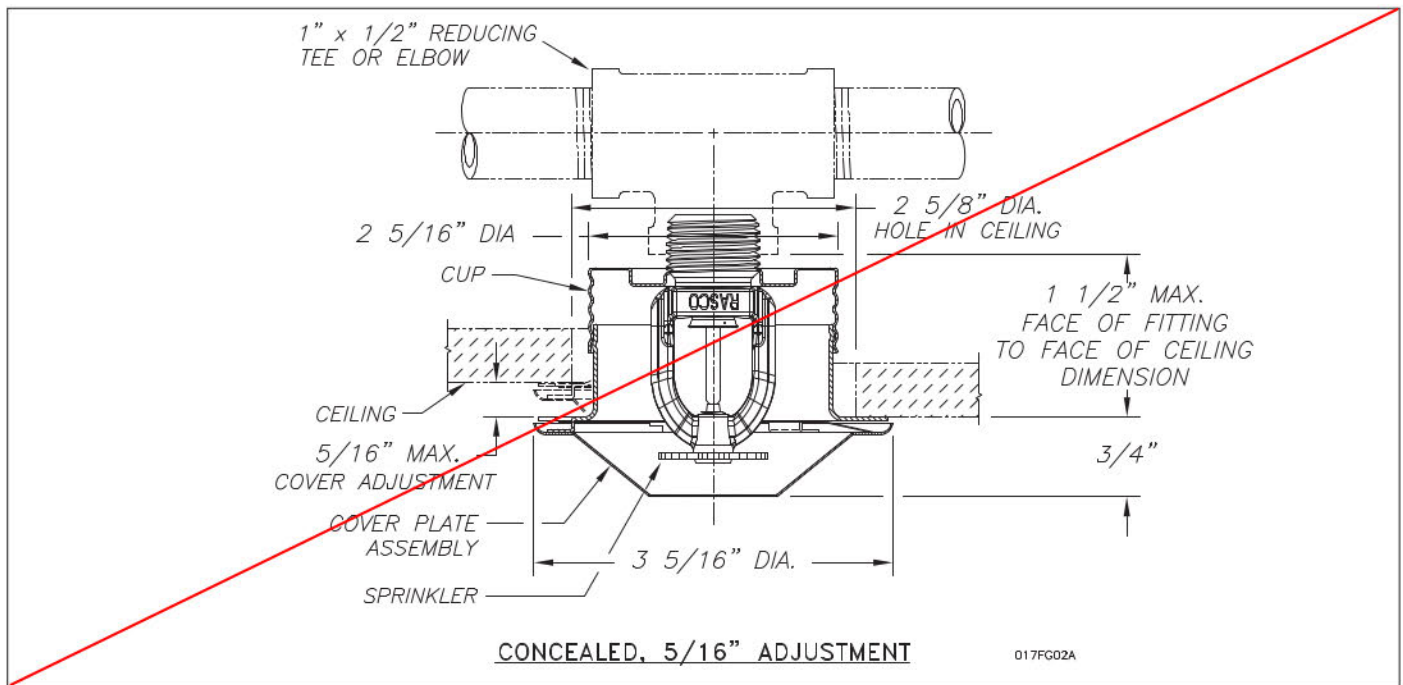


Fig. 5 - Model F1FR56/F1FR56LL Concealed Pendent sprinkler with low profile 5/16-inch (8.0mm) adjustment - Model CCP cover plate

Maintenance

The Model F1FR Series sprinklers should be inspected and the sprinkler system maintained in accordance with NFPA 25. Do not clean sprinklers with soap and water, ammonia or any other cleaning fluids. Remove dust by using a soft brush or gentle vacuuming. Replace any sprinkler which has been painted (other than factory applied) or damaged in any way. A stock of spare sprinklers should be maintained to allow quick replacement of damaged or operated sprinklers.

Finishes ⁽¹⁾

Standard Finishes		
Sprinkler	Escutcheon	Cover plate ⁽¹⁾
Bronze	Brass	Chrome
Chrome Plated	Chrome	White
Polyester	Plated	
Coated ⁽⁴⁾⁽⁵⁾⁽⁶⁾	White Painted	
Special Application Finishes		
Sprinkler	Escutcheon	Cover plate ⁽¹⁾
Electroless Nickel PTFE ⁽⁷⁾	Electroless Nickel PTFE	Bright Brass
Bright Brass ⁽³⁾	Bright Brass	Black Plating
Black Plated	Black Plated	Black Paint
Black Paint ⁽²⁾⁽⁶⁾	Black Paint	Off White
Off White ⁽²⁾⁽⁶⁾	Off White	Satin Chrome
Chrome Dull	Chrome Dull	

⁽¹⁾ Other finishes and colors are available on special order. Consult the factory for details. Custom color painted sprinklers may not retain their UL Corrosion resistance listing. Coverplate custom paint is semi-gloss, unless specified otherwise.

⁽²⁾ cULus Listed only.

⁽³⁾ 200°F (93°C) maximum.

⁽⁴⁾ cULus listed "corrosion resistance" applies to SIN Numbers RA1435 (HSW), RA1485(VSW), RA1425 (Upright), RA1414 (Pendent) and RA1415 (Pendent) in standard black or white. Corrosion resistance in other polyester colors is available upon request.

⁽⁵⁾ FM Approvals finish as "Polyester coated" applies to SIN Number RA1414, RA1435 and RA1425 in standard black or white.

⁽⁶⁾ LPCB and VdS Approved finish applies only to RA1425, RA1414, RA1418 (VdS) and RA1475.

⁽⁷⁾ cULus listed Corrosion Resistant

Material Data

Frame:	DZR Brass, QM Brass, or Low Lead Brass
Deflector:	CDA Alloy 220, 260, or 510
Load Screw/Pintle:	CDA Alloy 360 or 544
Cup:	CDA Alloy 651 or 693
Washer:	Nickel Alloy 440 or 360, coated with PTFE Adhesive Tape
Bulb:	Glass

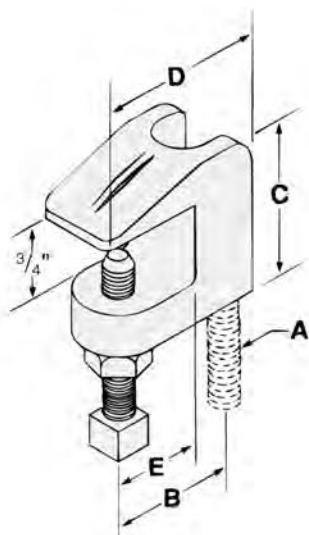
Ordering Information

Specify:

- Sprinkler Model: [F1FR28][F1FR40][F1FR42][F1FR42LL][F1FRXLH][F1FR56][F1FR56LL]
- Sprinkler Deflector/Orientation: [Pendent][Recessed Pendent][Upright][Conventional][Horizontal Sidewall][Recessed Horizontal Sidewall][Vertical Sidewall]
- Sprinkler threads: [1/2-inch NPT][ISO 7-R1/2]
- Sprinkler Temperature Rating: [135°F (57°C)][155°F (68°C)][175°F (79°C)][200°F (93°C)][286°F (141°C)]
- Sprinkler Finish
- Escutcheon Model: [F1][F2][FP]
- Escutcheon Finish (where applicable)
- Cover plate Model: [standard profile CCP 1/2-inch (12.7mm) adjustment][low profile CCP 5/16-inch (8.0mm) adjustment]
- Cover plate Temperature Rating: [135°F (57°C) for use with Ordinary Temperature sprinklers][165°F (74°C) for use with Intermediate Temperature sprinklers]
- Cover plate Finish

Note: When Model F1FR Series Recessed sprinklers are ordered, the sprinklers and escutcheons are packaged separately.

**Fig. 350
BEAM CLAMP**



FUNCTION: Designed for attaching hanger rod to the top flange of a beam or bar joist, where the flange thickness does not exceed $\frac{3}{4}$ inch. The open U design permits rod adjustment. The universal design of the $\frac{3}{8}$ Fig. 350 allows it to be used in an inverted position on the bottom flange of a beam as well.

APPROVALS: Underwriters' Laboratories listed. Factory Mutual approved $\frac{3}{8}$ " and $\frac{1}{2}$ " sizes only. Complies with Federal Specification A-A-1192A (Type 19) and Manufacturers' Standardization Society SP-69 (Type 19). When used in an inverted position on the bottom of a beam flange the $\frac{3}{8}$ Fig. 350 also complies with Federal Specification A-A-1192A (Type 23) and Manufacturers' Standardization Society SP-69 (Type 23).

MATERIAL: Malleable iron with hardened steel cup point set screw

FINISH: Plain or electro-galvanized

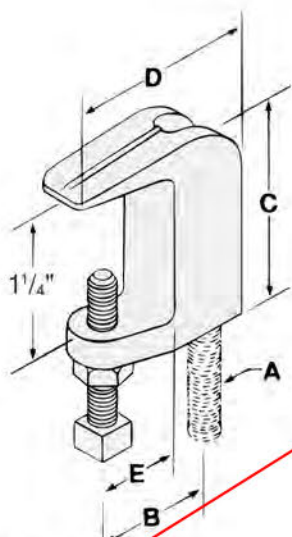
ORDERING: Specify rod size, finish and figure number.

Rod Size A	B	C	D	E	Max. Pipe Size	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
$\Delta \frac{3}{8}$	1	$1\frac{1}{2}$	$1\frac{5}{8}$	$\frac{1}{2}$	4	400	.33
$\frac{1}{2}$	1	$1\frac{1}{2}$	$1\frac{11}{16}$	$\frac{1}{2}$	8	500	.34
$\frac{5}{8}$	$1\frac{1}{16}$	$1\frac{1}{2}$	$1\frac{7}{8}$	$\frac{5}{8}$	8	P	.39
$\frac{3}{4}$	$1\frac{5}{16}$	$1\frac{3}{4}$	$2\frac{3}{8}$	$\frac{5}{8}$	8	P	.63
$\frac{7}{8}$	$1\frac{5}{16}$	$1\frac{3}{4}$	$2\frac{3}{8}$	$\frac{5}{8}$	8	PO	.60

Note: See MSS SP-69 specs for proper set screw torque values.

Δ Reversible design approved for bottom beam use.

**Fig. 360
WIDE MOUTH
BEAM CLAMP**



FUNCTION: Designed for attaching hanger rod to the top flange of a beam or bar joist, where the flange thickness does not exceed $1\frac{1}{4}$ inches. The open U design permits rod adjustment.

APPROVALS: Underwriters' Laboratories listed and Factory Mutual approved ($\frac{3}{8}$ & $\frac{1}{2}$ sizes only). Complies with Federal Specification A-A-1192A (Type 19) and Manufacturers' Standardization Society SP-69 (Type 19).

MATERIAL: Malleable iron with hardened steel cup point set screw

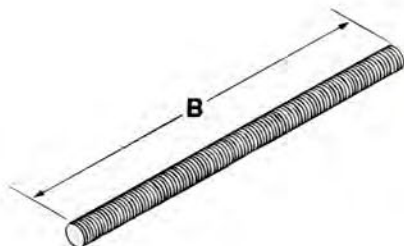
FINISH: Plain or electro-galvanized

ORDERING: Specify rod size, finish and figure number.

Rod Size A	B	C	D	E	Max. Pipe Size	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
$\frac{3}{8}$	$1\frac{1}{16}$	$1\frac{7}{8}$	$1\frac{5}{8}$	$\frac{1}{2}$	4	400	.37
$\frac{1}{2}$	$1\frac{1}{16}$	$1\frac{7}{8}$	$1\frac{5}{8}$	$\frac{1}{2}$	8	500	.35
$\frac{5}{8}$	$1\frac{3}{8}$	$2\frac{5}{16}$	$2\frac{1}{4}$	$\frac{3}{4}$	5	850	.74
$\frac{3}{4}$	$1\frac{3}{8}$	$2\frac{3}{8}$	$2\frac{3}{8}$	$\frac{3}{4}$	6	900	.87

Note: See MSS SP-69 specs for proper set screw torque values.

**Fig. 10
THREADED STUDS**



FUNCTION: Designed for use in pipe hanger assembly.

MATERIAL: Low carbon steel

FINISH: Plain

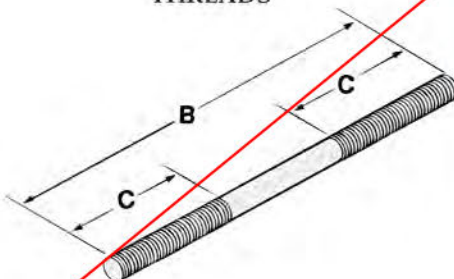
ORDERING: Specify rod size, length (B) and figure number.

Rod Size	Max. Rec. Load/lbs.		Wt. Per Inch/lbs.
	650°F	750°F	
3/8 x B	P	P	.02
1/2 x B	PO	PO	.04
5/8 x B	1810	1610	.07
3/4 x B	2710	P	.11
7/8 x B	3770	PO	.14

Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

**Fig. 15 & 15L
MACHINE THREAD
HANGER ROD**

Fig. 15 RIGHT-HAND THREADS
Fig. 15L RIGHT- AND LEFT-HAND THREADS



FUNCTION: Designed for use in pipe hanger assembly.

MATERIAL: Low carbon steel

FINISH: Plain

ORDERING: Specify rod size, length (B) and figure number.

Rod Size	Thread Length C	Max. Rec. Load/lbs.		Wt. Per Inch/lbs.
		650°F	750°F	
3/8 x B	2 1/2	P	P	.03
1/2 x B	2 1/2	PO	PO	.06
5/8 x B	2 1/2	1810	1610	.09
3/4 x B	3	2710	2420	.13
7/8 x B	3 1/2	3770	3360	.17
1 x B	4	4960	4420	.22

Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

**Fig. 20 & 21
CONTINUOUS
THREADED ROD**

Fig. 20* PLAIN
Fig. 21 ELECTRO-GALVANIZED



*Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

FUNCTION: Useful in applications where stud lengths cannot be predetermined.

MATERIAL: Low carbon steel

ORDERING: Specify rod size, length and figure number.

Rod Size	Packaging Feet Per Bundle			Max. Rec. Load/lbs.		Wt. Per Foot/lbs.
	6 ft.	10 ft.	12 ft.	650°F	750°F	
1/4-20	300	500	600	P	P	.12
3/8-16	150	200	240	P	P	.29
1/2-13	72	120	144	PO	PO	.54
5/8-11	48	80	96	1810	1610	.83
3/4-10	30	50	60	2710	2420	1.25
7/8-9	24	40	48	3770	3360	1.65
1-8	12	20	24	4960	4420	2.25

ADJUSTABLE SWIVEL RING HANGERS



FUNCTION: Designed for the suspension of non-insulated stationary pipe lines. The knurled insert nut that allows a vertical adjustment after installation, is tapped to NFPA reduced rod size standards. Fig. 141F has a layer of felt which separates the pipe from the hanger to reduce vibration and sound.

APPROVALS: Underwriters' Laboratories listed and Factory Mutual approved Fig. 141 3/4" to 8" sizes only. Complies with Federal Specification A-A-1192A (Type 10), Manufacturers' Standardization Society SP-69 (Type 10) and NFPA standards for reduced rod sizes.

ORDERING: Specify pipe size and figure number.

Pipe Size	Rod Size A	B	Adj. C	D	E	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
1/2	3/8	1 7/8	1 7/16	2 3/4	3 1/16	300	.10
3/4	3/8	1 11/16	1 1/8	2 1/2	3 1/16	300	.10
1	3/8	1 5/8	1	2 1/2	3 3/16	300	.10
1 1/4	3/8	1 9/16	1 1/16	2 13/16	3 9/16	300	.11
1 1/2	3/8	2 1/8	1 1/16	3 1/8	3 7/8	300	.11
2	3/8	2 7/16	1 1/8	3 5/16	4 3/8	300	.14
2 1/2	3/8	2 3/4	1 1/4	3 11/16	5	525	.19
3	3/8	2 7/8	1 1/8	3 3/4	5 9/16	525	.23
3 1/2	3/8	3 3/8	1 3/8	4 5/16	6 5/16	P	.25
4	3/8	3 7/8	1 1/2	4 1/2	7	P	.30
5	1/2	4 5/8	1 5/8	5 5/8	8 3/8	P	.50
6	1/2	5 5/8	2 1/4	6 1/2	9 13/16	1000	.58
8	1/2	6 13/16	2 7/16	7 15/16	12 1/4	1000	.90

Note: If ordering Fig. 141F felt lined hangers for pipe sizes of 3 1/2" or under, order the next largest size to allow for the thickness of the felt lining.

FUNCTION: Designed for the suspension of non-insulated stationary pipe lines. The knurled insert nut, allows for vertical adjustment after installation. Fig. 151F has a layer of felt which separates the pipe from the hanger to reduce vibration and sound.

APPROVALS: Underwriters' Laboratories listed and Factory Mutual approved Fig. 151 2 1/2" to 8" sizes only. Complies with Federal Specification A-A-1192A (Type 10), and Manufacturers' Standardization Society SP-69 (Type 10).

ORDERING: Specify pipe size and figure number.

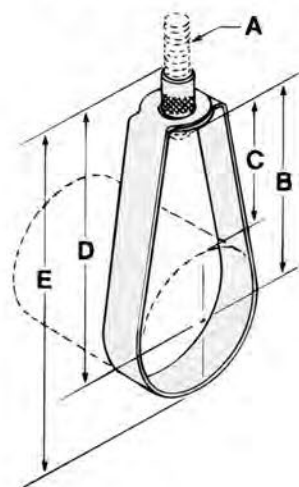
Pipe Size	Rod Size A	B	Adj. C	D	E	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
2 1/2	1/2	2 3/4	1 1/4	3 11/16	5 1/8	600	.33
3	1/2	3 1/8	1 1/8	4	5 7/8	600	.35
3 1/2	1/2	3 5/8	1 1/2	4 5/16	6 5/8	P	.37
4	5/8	3 7/8	1 1/4	4 15/16	7 1/8	P	.48
5	5/8	4 3/8	1 3/8	5 5/8	8 1/2	1000	.57
6	3/4	5 5/16	2	6 11/16	10 1/8	1250	1.06
8	3/4	6 15/16	2 5/8	8 5/16	12 7/8	1250	1.32

Note: If ordering Fig. 151F felt lined hangers for pipe sizes of 3 1/2" or under, order the next largest size to allow for the thickness of the felt lining.

Fig. 141 & 141F NFPA SWIVEL RING HANGER

Fig. 141 PRE-GALVANIZED

Fig. 141F PRE-GALVANIZED
WITH FELT LINING

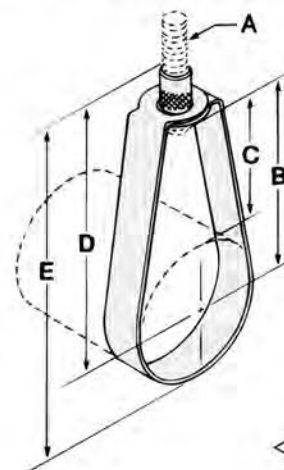


MATERIAL: Low carbon steel

Fig. 151 & 151F SWIVEL RING HANGER

Fig. 151 PRE-GALVANIZED

Fig. 151F PRE-GALVANIZED
WITH FELT LINING



MATERIAL: Low carbon steel



JTM Products

Phoenix 27-XL

Water Dispersible Pipe Joint Lubricant

Product Data Sheet

Description:

Phoenix 27-XL is a Water Dispersible Pipe Joint Lubricant certified to meet NSF/ANSI Standard 61 for use in potable water systems. Its creamy consistency allows the installer to apply a smooth, consistent coating of pipe joint lubricant to both the gasket and the pipe. Combine this with the products excellent lubricity and the result is easier, faster, and more reliable pipe assembly operations.

Formulated to be exceptionally versatile, Phoenix 27-XL has a very broad usable temperature range of -10°F to 150°F. Since it applies equally well to wet or dry surfaces, Phoenix 27 XL Water Dispersible Pipe Joint Lubricant can be used in all conditions, all year long, on any type of pipe.

Features:

- Certified to NSF/ANSI Standard 61
- Biodegradable
- All season, all weather lubricant
- Smooth, non-separating formula
- Made from renewable resources
- Water dispersible
- Contains no phosphates
- Contains no petroleum
- Non-toxic
- Minimizes insertion forces
- Low VOC
- Does not support bacteria
- Certified low lead level (<0.25%)
- FBC™ System Compatible indicates that this product has been tested, and is monitored on an ongoing basis, to assure its chemical compatibility with FlowGuard Gold®, BlazeMaster® and Corzan® piping systems and products made with TempRite® Technology. The FBC System Compatible Logo, FBC™, FlowGuard Gold®, BlazeMaster®, Corzan®, and TempRite® are trademarks of Lubrizol Advanced Materials, Inc. or its affiliates.

Product Data:

- Form: Creamy paste
- Color: Off white
- Odor: Bland
- Boiling Point: >180°F
- Flash Point: >220°F
- Water Miscibility: Very good
- Bulk Density: Approximately 9.3 pounds per gallon
- pH (5% solution); Approximately 9.0

II. Appeal Decision of an Administrative Official for Interpretation/Variance – Form

APPEAL FROM DECISION OF ADMINISTRATIVE OFFICIAL
APPLICATION FOR INTERPRETATION/VARIANCE

Zoning Board of Appeals
Town of Colonie
Appeal and Petition for Interpretation/Variance
Under Building Construction/Zoning Law

To the Zoning Board of Appeals
Town of Colonie

Date: April 3, 2026

1. The undersigned, **Rehabilitation Support Services of 713 Troy Schenectady Road (S.B.L. # 43.2-1-12.1)**, hereby gives notice of appeal from the decision of the Building Department Director made on the **10th day of March, 2026**, in refusing to issue a Building and Zoning Permit on the grounds that the same would be in violation of the provisions of the Code of the Town of Colonie for the following reason(s):

A crisis intervention center is not a permitted use in the Commercial Office Residential (COR) zoning district, as stated in the Town of Colonie Land Use Law, Sections 190-18, 190-21, and 190 Attachment #1 – Table of Permitted Uses. The proposed crisis intervention center does not meet the requirement of being located at least 1,000 feet from the zone line of any zoning district, which includes residential uses including but not limited to: SFR, MFR, OR, NCOR, COR, and HCOR, as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(a). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from schools, day-care centers, and playgrounds, as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(b). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from businesses with a liquor license and from cannabis dispensaries to reduce exposure to substances that could trigger relapse, as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(e).

2. Appellant alleges:

- a. That there are unusual circumstances and conditions affecting said property that are peculiar to said property and do not apply generally to other property in the vicinity, which circumstances and conditions are as follows:

see attached "Supplemental Narrative and Memorandum of Law in Support of Appeal and Application for Relief for Proposed Intensive Crisis Stabilization Center" (the "Appeal Narrative") at Point IV.(A), "Unusual Circumstances and Conditions Affecting the Property" and Nos. (1)-(10)

- b. That by reason of the aforesaid unusual and peculiar circumstances and conditions, there are (practical difficulties) (unnecessary hardships) in carrying out the strict letter of the aforesaid provisions of the Building Const./Zoning Law as follows:

see attached Appeal Narrative at Point IV.(B) "Practical Difficulties and Unnecessary Hardship" and Nos. (1)-(7)

3. Because of the aforesaid alleged facts, appellant petitions the Zoning Board of Appeals, in acting on this appeal, to vary or modify the strict application of the aforesaid provisions of the Building Const./Zoning Law to said property, to the following specific extent:

see attached Appeal Narrative at Point V. "Specific Relief Requested"

Attached hereto is a plot plan of said property, showing "Overall Plan Showing Capital Region Health Park 705-713 Troy-Schenectady Road, Town of Colonie, Albany County, New York"

together with "Office Tenant Fit-Up, 713 Troy-Schenectady Road, Latham, New York 12210"

4. Appellant further alleges that such variance would be in harmony with the spirit of the Building Const./Zoning Law and would not be detrimental to property or persons in the neighborhood and that the public safety and welfare would be secured and substantial justice done by the granting of such variance, for the following reason(s):

see attached Appeal Narrative at Point VI. "Harmony with the Zoning Law, No Detriment, Public Safety and Substantial Justice"

5. **FOR APPLICATION FOR INTERPRETATION ONLY.** State grounds upon which appellant asserts that the order, requirement, decision, interpretation or determination of the Building Department Manager as stated in paragraph 1.above, is incorrect. (Attach additional pages if necessary) see attached Appeal Narrative at Point VII. "Ground for Interpretation: the Denial Should be Reversed or Modified"

The undersigned, being duly sworn, deposes and says that he has read the foregoing document and knows the contents thereof and that the facts set forth therein are true to the best of his knowledge, information and belief

Signed William Devita
Print Name William Devita
Address 5192 VESTIAN TURNPIKE
ALBANY, NEW YORK 12009

STATE OF
COUNTY OF Albany

SS:

Owner or lessee if other than above

Subscribed and sworn to before me this 28th
day of May, 2026

Name _____
Mailing _____
Address _____

Michelle E. Ciko

MICHELLE E CIKO
Notary Public - State of New York
NO. 01C14991851
Qualified in Albany County
My Commission Expires Feb 10, 2030

Appeal Narrative

**SUPPLEMENTAL NARRATIVE AND MEMORANDUM OF LAW IN SUPPORT OF
APPEAL AND APPLICATION FOR RELIEF FOR PROPOSED INTENSIVE CRISIS
STABILIZATION CENTER**

711–713 Troy-Schenectady Road, Latham, New York

I. INTRODUCTION

This Narrative and Memorandum of Law is submitted to the Town of Colonie Zoning Board of Appeals (“ZBA”) in support of the appeal of Rehabilitation Support Services, Inc. (“RSS”) from the Building Department’s denial of a building and zoning permit for RSS’s proposed Intensive Crisis Stabilization Center (“ICSC” or “Center”) at 711–713 Troy-Schenectady Road, Latham, New York, within the Capital Region Health Park (the “Property”).

The facts supporting this appeal are set forth in detail in the Affidavit of RSS submitted in support of this appeal (the “RSS Affidavit”), and the Affidavit of Landlord submitted by Healthcare Realty Services, LLC, as agent for HTA–Region Health, LLC, the owner of the Property (the “Landlord Affidavit”). The RSS Affidavit, the Landlord Affidavit, and the exhibits annexed thereto are incorporated herein by reference as though fully set forth herein. In addition, RSS has received numerous letters of support from various stakeholders, including local institutions, community leaders, neighbors, and healthcare professionals, which have also been provided as an attachment to the appeal record as “Letters of Support (2026)”.

Furthermore, this Narrative and Memorandum of Law is submitted because the Appeal Form provides limited space for RSS to fully set forth the grounds for this appeal. Accordingly, this Narrative is intended to supplement and be incorporated into the corresponding numbered paragraphs of the Appeal Form, including Paragraph 2(a), Paragraph 2(b), Paragraph 3, Paragraph 4, and Paragraph 5. To the extent the Appeal Form states “see attached” or otherwise incorporates additional pages, RSS respectfully requests that the ZBA deem this Narrative, the RSS Affidavit,

the Landlord Affidavit, and any and all other exhibits submitted with the appeal to be incorporated into the Appeal Form as though fully set forth therein.

II. PRELIMINARY STATEMENT

This appeal will be heard by the ZBA shortly following Mental Health Awareness Month. At issue is whether a State licensed behavioral health crisis stabilization center developed over the course of years through a competitive New York State Office of Mental Health (“OMH”) and the New York State Office of Addiction Services and Supports (“OASAS”) process, affirmatively advanced through multiple governmental levels and widely supported by healthcare providers and public agencies, may now be halted after the zoning laws governing the Project were fundamentally changed midstream by the Town of Colonie.

It is of utmost importance that the application for the proposed ICSC is evaluated based on what it actually is and not on mistaken assumptions. A crisis stabilization center is a healthcare facility. Mental-health care is health care. It is a child in psychiatric distress, a mother in crisis, a veteran experiencing trauma, an employee suffering an acute breakdown, or a family facing an emergency, and should not be treated as a land-use threat. They should be provided timely clinical care in an appropriate medical-office setting. That is exactly what RSS proposes to do here.

The record submitted with this appeal demonstrates overwhelming support for the ICSC model in the State of New York. OMH and OASAS created the program through a statewide initiative intended to establish crisis stabilization centers across New York. After a competitive application process, RSS was selected to develop the Capital Region ICSC. Thereafter, RSS worked with OMH and OASAS to establish the site, layout, staffing model, operational protocols, security measures, clinical standards, and certification requirements. The proposed Center has

widely received strong support from in the region because the need for these services is real (*see e.g.*, RSS Affidavit, ¶ 12; *see also* “Letters of Support (2026)” at [IV][C] of the appeal record).

This appeal is meritorious because RSS acquired vested rights to proceed with the Project under the zoning framework existing before the *ex post facto* 2025 amendments to the Town Code. Long before the Building Department denied the building permit application, RSS had already obtained a favorable zoning verification from the Town, secured OMH/OASAS approval for the ICSC, entered into a lease, caused permit drawings and fit-up plans to be prepared for the leased premises, obtained further Town approvals for demolition work, commenced demolition-related preparation of the leased space, and incurred substantial site-specific obligations and expenditures in reliance on those approvals. New York vested-rights doctrine exists precisely to prevent this type of inequitable governmental reversal after substantial reliance has occurred.

This appeal is further meritorious because the proposed ICSC is uniquely compatible with the Property and will not alter the essential character of the neighborhood or surrounding area. The Property is a large, established medical-office complex historically occupied by healthcare, urgent care, imaging, therapy, and related clinical providers. The Property was selected because of its infrastructure, accessibility, parking, clinical adaptability, and regional location. The Project therefore fits naturally within both the physical and operational character of the Property.

This appeal is also meritorious because, even if the ZBA determines that the later-enacted zoning amendments apply to the Project, the record overwhelmingly supports the granting of a use variance and/or interpretive relief. RSS has demonstrated unique hardship arising from the Property, the State-directed nature of the Project, the substantial reliance and expenditures undertaken before the amendments, and the absence of any reasonable alternative capable of satisfying the operational and locational requirements imposed through the OMH/OASAS

approval and certification process. Moreover, any legitimate operational concerns can be addressed through reasonable conditions directly related to the proposed use, rather than through outright denial of a critical public-health resource.

Ultimately, granting this appeal is the correct result as a matter of public policy. It is also the right result for the citizens of the Capital Region. The proposed ICSC will provide a critical resource for individuals and families in crisis, while supporting schools, hospitals, police, EMS, and community providers who need an appropriate place to turn before a crisis escalates. The ZBA has both the authority and the opportunity to allow this important project to move forward by reversing, modifying, or correcting the Building Department's determination, or alternatively by granting a use variance subject to reasonable conditions. The facts of this case strongly support both avenues of relief. RSS therefore respectfully requests that the ZBA reverse or modify the denial and permit the ICSC to proceed at the Property under the zoning framework and approvals upon which RSS reasonably relied, or alternatively grant such variance and related relief as may be necessary to allow the Project to move forward.

III. DECISION SUBJECT TO THIS APPEAL

This appeal arises from the Building Department's March 10, 2026 determination denying RSS's application for a Building and Zoning Permit for the proposed Intensive Crisis Stabilization Center ("ICSC") at the Property (the "Denial") (*see* RSS Affidavit, ¶ 52–54). The Denial resulted from the Building Department's application of certain 2025 amendments to Chapter 190 of the Town Code, including Local Law No. 2 of 2025, Local Law No. 4 of 2025, and Local Law No. 5 of 2025 (RSS Affidavit, ¶ 56), which were adopted after RSS had already entered into leases, advanced through the OMH/OASAS certification process, incurred substantial site-specific

expenditures, and materially advanced the Project in reliance upon the zoning framework then in effect (*see* RSS Affidavit, ¶¶ 28–41)

Among other things, Local Law No. 2 of 2025 created a new definition for “Crisis Intervention Center” and imposed new separation requirements under Town Code § 190-22(M)(13), while Local Law No. 5 of 2025 amended Chapter 190, Attachment 1, Table of Permitted Uses, to prohibit Crisis Intervention Centers within the Commercial Office Residential (“COR”) zoning district where the Property is located (*see* RSS Affidavit, ¶¶ 55–56, together with the 2025 amendments annexed thereto as Exhibit “21”). The Building Department thereafter applied those later-enacted provisions to deny the Project.

IV. APPELLANT ALLEGES

This section supplements Paragraphs 2(a) and 2(b) of the Appeal Form by identifying the unusual circumstances affecting the Property and the practical difficulties and unnecessary hardship that would result from applying the later-enacted zoning provisions to this Project. These allegations support RSS’s request that the ZBA reverse or modify the Denial and allow the Project to proceed or, alternatively, grant the requested use variance relief.

A. Paragraph 2(a): Unusual Circumstances and Conditions Affecting the Property

The Property is affected by unusual and site-specific circumstances that distinguish it from other properties in the vicinity, including the following:

1. **The Property is not an ordinary commercial parcel; it is an established medical-office complex.**

The Property is part of the Capital Region Health Park at 711–713 Troy-Schenectady Road. It is an existing, multi-tenant, professionally managed medical-office complex located in the COR zoning district on approximately 6.44 acres, less than one-half mile from Northway Exit 6, and

contains approximately 250,000 square feet of largely medical facilities (Landlord Affidavit, ¶¶ 13–19). Suite 125, the space leased for RSS’s proposed ICSC, contains approximately 3,870 rentable square feet (Landlord Affidavit, ¶ 21). The proposed use is therefore a small portion of a much larger medical-office environment, and does not require construction of a new building, expansion of the existing building footprint, or conversion of a residential property to a new institutional use (Landlord Affidavit, ¶¶ 15–21).

2. The Property has a documented history of healthcare, urgent care, and behavioral-health uses.

The Property has historically operated as Class A medical office space occupied by healthcare providers and related clinical services, including primary care, behavioral health, urgent care, imaging, therapy, specialty medicine, and psychiatric and psychological practices (Landlord Affidavit, ¶¶ 13–16; RSS Affidavit, ¶¶ 19–20). That history matters. The proposed ICSC is a voluntary, non-residential, clinically regulated healthcare use designed to provide urgent behavioral-health stabilization (RSS Affidavit, ¶ 9). Its location within an established medical-office complex is therefore consistent with the Property’s existing character and makes the Property unusually suitable for this Project (Landlord Affidavit, ¶ 22).

3. The State ICSC model requires the same practical features that this Property already provides.

The ICSC model was created by OMH and OASAS as part of New York’s crisis-response system to provide voluntary, trauma-informed crisis services on a 24/7 basis, including triage, screening, assessment, stabilization, peer support, observation, discharge planning, follow-up, and referral or transfer when necessary (RSS Affidavit, ¶¶ 7–11). Those services require a site with medical-office infrastructure, safe access, parking, first-floor accessibility, clinical adaptability, controlled entry, privacy for families, space for triage and observation, and the ability to coordinate

with hospitals, EMS, law enforcement, and other providers (RSS Affidavit, ¶ 20). The Capital Region Health Park provides those features. Suite 125 is located on the first floor, has a separate side-entry door, and allows RSS to manage arrivals and drop-offs without requiring patients, families, EMS, law enforcement, or staff to travel through unrelated tenant spaces (Landlord Affidavit at ¶ 20; RSS Affidavit at ¶ 20). It is located on Route 7 near the Northway/I-87 corridor and Albany International Airport (Landlord Affidavit, ¶ 19).

4. The Property became the State-reviewed and State-approved site for the Capital Region ICSC.

RSS selected this location through a deliberate State-supervised process. The process began with a January 2022 RFP issued jointly by OMH and OASAS to develop ICSC programs across New York, including in the Capital Region (RSS Affidavit, ¶ 7). RSS responded to the initial RFP, participated in a debriefing after the first application did not result in an award, and reapplied after the RFP was revised. By letter dated February 21, 2023, OMH and OASAS advised RSS that its proposal had received a passing score and that RSS had been conditionally awarded the opportunity to develop the Capital Region ICSC (RSS Affidavit, ¶ 14).

After receiving the Award Letter, RSS evaluated potential sites and focused on Latham because of its central location within the region to be served (RSS Affidavit, ¶ 17). RSS identified the Capital Region Health Park in early 2024 because it offered the medical-office setting, infrastructure, access, and operational features required for the ICSC (*id.*).

OMH and OASAS then reviewed the proposed site. RSS met with OMH on February 6, 2024 to discuss the location and its suitability (RSS Affidavit, ¶ 21). Following that review, OMH/OASAS approved the Capital Region Health Park as the site for the ICSC and authorized RSS to proceed with the certification process (*id.*). That review continued through 2024, 2025, and into 2026, including review of the site, layout, square footage, floor plan, program design, policies,

procedures, staffing model, training materials, and operational requirements (RSS Affidavit, ¶¶ 21–25).

Accordingly, the Property was not merely available office space. It became the State-reviewed and State-approved location for the Capital Region ICSC.

5. RSS incurred substantial site-specific costs before the Denial.

RSS incurred substantial site-specific costs for this Project. It contracted with MADesign for approximately \$28,500 in architectural services, of which \$18,818.34 has been incurred to date (RSS Affidavit, ¶ 36), negotiated and prepared a construction agreement with Mercer for the Suite 125 fit-up and renovations; purchased furniture, fixtures, and equipment from Roberts Office Interiors at OMH's direction for \$79,403.65; and incurred \$71,237.45 in construction and demolition costs toward a projected \$80,336.37 (RSS Affidavit at ¶¶ 38, 41).

In total, RSS has identified at least \$169,459.44 in direct site-specific expenditures tied to the ICSC at this Property (RSS Affidavit, ¶ 42). That figure does not include staff time, organizational effort, State certification work, lease obligations, community engagement, or lost opportunity costs. These expenditures were made for Suite 125, for this Project, and in good-faith reliance on zoning verification, State approval, lease execution, Town interaction, and Town-issued approvals.

6. RSS also obtained Town approvals for demolition and began work.

The Town's November and December 2025 approvals were not abstract. Mercer submitted the application and zoning verification request on November 19, 2025 (RSS Affidavit, ¶ 40). The Town approved the zoning verification on November 20, 2025 (*id.*). The Town approved the building-permit application on December 11, 2025, issuing a Building and Zoning Permit on December 12, 2025 for demolition work in Suite 125 (*id.*). Mercer then undertook demolition of

existing structures in the leased space to prepare it for the ICSC fit-up (RSS Affidavit, ¶ 42). RSS continued site-specific planning in anticipation of opening the Center at that location.

7. Strict application of the later amendments would defeat the Project after reliance.

Application of the 2025 zoning amendments and the resulting Denial would not merely require RSS to modify the Project. It would prevent the ICSC from operating at the State-approved site after RSS had already obtained zoning verification, secured State approval, entered leases, advanced through the certification process, purchased FF&E, incurred substantial site-specific costs, obtained additional Town approvals, and commenced demolition and fit-up work. The Denial therefore substantially impairs RSS's leasehold, certification work, design work, construction planning, and site-specific expenditures, as well as the landlord's leasehold interests (Landlord Affidavit, ¶ 32). RSS materially advanced the Project in good-faith reliance on the zoning framework and approvals then in effect before the later code amendments were applied to deny the Project (*see id.*; *see also* RSS Affidavit, ¶¶ 56–57).

The result is not only inequitable as a zoning matter; it is bad public policy. Denying the Project would deprive the Capital Region of a State-supported behavioral-health crisis resource intended to assist families, schools, hospitals, police, EMS, and individuals in acute crisis. The Project exists to prevent crises from escalating into emergency-room visits, law-enforcement encounters, hospitalization, homelessness, or tragedy. Applying later-enacted zoning amendments to stop this Project after substantial reliance would harm the public, not protect it.

8. The hardship was not self-created.

The hardship resulted from the application of later-enacted zoning amendments to a Project already underway, not from any action or omission by RSS. RSS followed the governmental process, obtained Town zoning verification and State site approval, entered ICSC-specific leases,

incurred substantial site-specific costs, obtained additional Town approvals, and began preparing the space before the Denial was issued. Penalizing RSS after that good-faith reliance would be inequitable and contrary to sound public policy.

9. The requested relief avoids unnecessary conflict with the Town’s zoning amendments.

RSS’s request is narrow. RSS asks only that the ZBA permit this Project to proceed because it was already State-approved, Town-verified, leased, designed, and materially advanced before the Denial was issued. Granting that relief would allow the Town’s amended zoning framework to remain intact while avoiding an inequitable application of those amendments to a Project already substantially underway. It would also preserve access to an important behavioral-health resource for the citizens of the Capital Region and avoid unnecessary conflict concerning a State-supported healthcare project intended to serve vulnerable individuals and families in crisis.

10. In the alternative, the same facts support a use variance.

If the ZBA determines that the Project cannot proceed under the prior zoning framework, the same facts support granting a use variance. The Property is uniquely suited for the ICSC because it is an established medical-office complex with appropriate healthcare infrastructure, first-floor clinical space, separate access, parking, and proximity to major transportation corridors, hospitals, EMS, and regional providers (*see* Landlord Affidavit, ¶¶ 17-23). The proposed use is also consistent with the Property’s longstanding medical and behavioral-health character (*id.*).

The hardship is substantial because the Denial prevents RSS from using the leased space for the very purpose for which it was obtained and developed after significant reliance, expenditures, State review, and Town approvals. The hardship was not self-created because RSS acted in reliance on the zoning framework and approvals existing before the 2025 amendments were applied to the Project.

Finally, the ICSC will not alter the essential character of the area (Landlord Affidavit, ¶ 23). The ICSC will occupy a small suite within an existing medical-office complex and operate as a voluntary, non-residential, State-regulated healthcare program designed to provide crisis stabilization and referral services for individuals and families in need.

For those reasons, the record supports either reversal of the Denial or, alternatively, the granting of a use variance.

B. Paragraph 2(b): Practical Difficulties and Unnecessary Hardship

Furthermore, there are practical difficulties and unnecessary hardships in carrying out the strict letter of the zoning laws relied upon in the Denial, as follows:

1. RSS undertook the Project in reliance on the zoning laws then in effect and on the Town's own zoning verification.

After identifying the Capital Region Health Park as a suitable medical-office location for the ICSC, RSS sought zoning confirmation from the Town before committing to the Property. The Town issued a favorable Zoning Verification dated March 28, 2024 describing the proposed use as leased space to be used as a medical facility for treatment of patients, operating 24 hours per day, 365 days per year (RSS Affidavit, ¶ 28). RSS relied on that verification. It continued State coordination, lease negotiations, site planning, certification work, and project development at the Property. The hardship arises because the later zoning amendments are now being applied to prohibit the very Project that RSS had already undertaken in reliance on the Town's prior zoning determination.

2. RSS's reliance became fixed through OMH/OASAS site approval and State certification review.

OMH and OASAS reviewed the Capital Region Health Park site and approved it for development of the Capital Region ICSC. RSS then advanced through the State certification

process for this specific site. That process included review of the site, square footage, layout, floor plan, policies, procedures, staffing model, training materials, and operational requirements (RSS Affidavit, ¶¶ 21–25). The State’s review continued into 2026. By March 2026, OMH acknowledged that demolition and construction work had begun and requested continued progress updates (RSS Affidavit at ¶¶ 21, 25). Strict application of the later zoning amendments would require RSS to abandon a State-reviewed and State-approved location after RSS had already advanced the Project through the certification pathway.

3. Strict application would jeopardize RSS’s State approval and certification pathway.

The hardship is not limited to finding another office suite. RSS’s State approval and certification work are tied to this specific site. RSS submitted its certification application through NYSE-CON for RSS Behavioral Health Urgent Care, identified as Application No. 254063, for the Troy-Schenectady Road location (RSS Affidavit, ¶ 23). Since that submission, OMH and OASAS have reviewed and commented on the site, proposed layout, floor plan, policies, procedures, staffing model, staff training, and other operational requirements for certification. That process remains ongoing (*id.*).

If RSS is forced to abandon Suite 125, it would not simply move furniture to another address. RSS would risk losing the benefit of the State’s site-specific review and would be required to locate another suitable property, obtain control of that property, secure new municipal review, redesign the program layout, submit revised site and floor-plan materials, and undergo further OMH/OASAS review before certification could proceed. That process would impose substantial additional delay, cost, and uncertainty on a State-supported crisis stabilization program that has already been advanced for more than two years.

4. RSS and the Landlord entered use-specific lease obligations for Suite 125.

RSS first leased Suite 104 for the express purpose of operating and maintaining an ICSC in accordance with the OMH/OASAS award. When OMH determined that additional space was required, RSS moved within the same medical-office complex to Suite 125. (RSS Affidavit, ¶¶ 29–31). The Suite 125 Lease likewise limits the premises to operation of the ICSC. It also provides features needed for the program, including 24-hour access and direct side-entry access (Landlord Affidavit, ¶ 20). The Landlord committed Suite 125 to RSS for this specific use rather than continuing to market or lease the space to another tenant (Landlord Affidavit, ¶ 24). If the later amendments are strictly applied, RSS is left with a leasehold it cannot use for the only purpose for which it was undertaken, and the Landlord is left with a disrupted tenancy, delayed occupancy, lost or deferred rental income, and the risk that tenant-specific planning and improvements will be wasted (Landlord Affidavit, ¶¶ 32–35).

5. RSS incurred substantial site-specific costs and began work under Town approvals.

As previously discussed, RSS incurred substantial site-specific costs for this Project, including architectural services, permit drawings, furniture, fixtures, equipment, construction preparation, and demolition work. These costs include \$18,818.34 incurred to date under a \$28,500 MADesign architectural contract (RSS Affidavit, ¶ 36), \$79,403.65 for furniture, fixtures, and equipment purchased from Roberts Office Interiors at OMH’s direction (RSS Affidavit, ¶ 38), and \$71,237.45 in construction and demolition costs toward a projected \$80,336.37 (RSS Affidavit, ¶ 41). In total, the RSS Affidavit identifies at least \$169,459.44 in direct site-specific costs tied to the ICSC at this Property (RSS Affidavit, ¶ 42).

RSS also obtained additional Town approvals before the Denial. On November 19, 2025, Mercer submitted an application and zoning verification request for the Suite 125 tenant fit-up. The Town approved zoning verification on November 20, 2025, approved the building-permit

application on December 11, 2025, and issued a Building and Zoning Permit on December 12, 2025 for demolition work. Mercer then began demolition to prepare Suite 125 for the ICSC fit-up (RSS Affidavit, ¶¶ 40–42).

These were not general business expenses. They were expenditures and work undertaken for this Project, in this leased space, after zoning verification, State site approval, lease execution, Town interaction, and Town-issued approvals.

6. Strict application of the later zoning amendments would defeat the Project after substantial reliance.

Application of the zoning provisions relied upon in the Denial would prevent the ICSC from opening at the State-approved location after RSS had already obtained Town zoning verification, secured State approval, entered ICSC-specific leases, prepared permit drawings, purchased equipment, obtained additional Town approvals, and commenced demolition and fit-up work. The Denial therefore substantially impairs RSS's leasehold, State certification work, design and construction planning, FF&E purchases, and site-specific expenditures, as well as the Landlord's leasehold interests.

7. The hardship was not self-created.

The hardship resulted from the later application of the 2025 zoning amendments to a Project already underway, not from any action or omission by RSS. RSS pursued a State-created program through the OMH/OASAS process, obtained Town zoning verification and State site approval, entered ICSC-specific leases, incurred substantial site-specific costs, obtained additional Town approvals, and began preparing the space before the Denial was issued.

For these reasons, application of the zoning provisions relied upon in the Denial would create practical difficulties and unnecessary hardship. The ZBA should therefore reverse or modify the Denial and permit the Project to proceed or, alternatively, grant the requested use variance.

V. SPECIFIC RELIEF REQUESTED

This section supplements Paragraph 3 of the Appeal Form.

A. Preferred Relief: Reverse or Modify the Denial and Allow the Project to Proceed Under the Prior Zoning Laws

RSS first requests that the ZBA reverse or modify the Denial and determine that RSS may proceed with the ICSC at Suite 125 under the zoning laws and Town approvals upon which RSS reasonably relied. RSS obtained Town zoning verification, secured OMH/OASAS site approval, entered ICSC-specific leases, advanced through State certification review, prepared permit drawings, obtained additional Town approvals, incurred substantial site-specific costs, and began demolition-related work before the Denial.

B. Alternative Relief: Grant a Use Variance for the ICSC at Suite 125

In the alternative, and only if the ZBA determines that RSS may not proceed under the prior zoning laws, RSS requests a use variance permitting the operation of the ICSC at Suite 125, 713 Troy-Schenectady Road. The requested relief is limited to RSS's operation of the ICSC in approximately 3,870 rentable square feet within the existing Capital Region Health Park medical-office complex.

C. Conditional Relief

If the ZBA determines that operational safeguards are appropriate, RSS requests that the ZBA impose reasonable conditions directly related to the proposed use rather than deny the Project outright. Such conditions may address EMS coordination, transport, discharge planning, staffing, security, and related operational matters, provided that any such conditions are consistent with OMH/OASAS licensure requirements and the Town's lawful authority.

D. Plot Plan and Supporting Materials

Attached hereto is a plot plan of the Property, together with the supporting materials submitted with this appeal, all of which are incorporated into Paragraph 3 as though fully set forth herein.

VI. HARMONY WITH THE ZONING LAW, NO DETRIMENT, PUBLIC SAFETY, WELFARE AND SUBSTANTIAL JUSTICE

This section supplements Paragraph 4 of the Appeal Form. RSS alleges that the requested relief would be in harmony with the spirit of the Town's zoning law, would not be detrimental to property or persons in the neighborhood, and would secure public safety and welfare and accomplish substantial justice for the following reasons:

A. The Project will not alter the essential character of the surrounding area.

The proposed ICSC will operate within Suite 125, an existing first-floor suite in the Capital Region Health Park, an established medical-office complex historically used for medical, urgent care, behavioral-health, diagnostic, therapeutic, and related clinical services. The ICSC is consistent with that setting. It is a voluntary, non-residential, State-regulated behavioral-health urgent care program developed under New York's crisis stabilization framework. It is not a shelter, halfway house, residential treatment program, correctional facility, or unregulated drop-in center. The program is designed to provide walk-in crisis stabilization services, including triage, screening, assessment, therapeutic intervention, peer support, observation, discharge planning, and referral or transfer to appropriate follow-up care. Individuals may receive care for a limited period for the purpose of stabilization and connection to the appropriate level of care. The proposed ICSC will occupy a small portion of an existing medical-office complex within the COR zoning district along Troy-Schenectady Road, a heavily developed commercial and healthcare corridor. RSS proposes to operate within Suite 125, an existing first-floor clinical suite in the Capital Region Health Park, a property historically used for medical, urgent care, behavioral-health, diagnostic,

therapeutic, and related healthcare services. It is a voluntary, non-residential program operating under New York's Crisis Stabilization Center framework established under 14 NYCRR Part 600 (*see* RSS Affidavit, ¶ 62 and Exhibit "22" attached thereto).

The Project will not alter the essential character of the surrounding area because it does not introduce residential occupancy, require new construction, or change the existing commercial and medical-office character of the Property or corridor (*see generally*, Landlord Affidavit, ¶¶ 13–23). The ICSC will operate entirely within an existing suite designed for clinical use and will include controlled access, waiting areas, triage and exam rooms, observation areas, quiet rooms, staff areas, and private family space (Landlord Affidavit, ¶ 22). The Project will function in the same general manner as other healthcare and urgent-care uses already operating within the complex and surrounding corridor. It therefore remains compatible with the existing character of the area while providing an important public-health resource for the Capital Region.

B. The Project advances public safety by creating an alternative to emergency departments, police custody, jail, or no timely care.

The public-safety and public-health benefits of the ICSC model are substantial. The Center is designed to provide timely intervention for individuals experiencing mental-health or substance-use crises before those crises escalate into emergency-room visits, law-enforcement involvement, hospitalization, incarceration, homelessness, or lack of care. The program provides voluntary crisis stabilization services, including triage, assessment, therapeutic intervention, peer support, observation, discharge planning, and direct referral or transfer to appropriate follow-up care. It is specifically intended to create a safe and clinically appropriate alternative for individuals whose primary needs are behavioral-health related.

The "Letters of Support (2026)" submitted with this appeal confirm both the need for and effectiveness of the ICSC model. Helio Health, which has operated an ICSC in Syracuse for

approximately two and one-half years, reports that its center has become a trusted community partner regularly utilized by law enforcement and first responders as an alternative to emergency departments and incarceration. Helio further reports that the model improves coordination among providers, expands access to timely behavioral-health care, and allows earlier intervention and stabilization.

Similarly, Champlain Valley Family Center reports that its Plattsburgh ICSC provides an effective alternative to emergency departments and incarceration and allows law-enforcement agencies to bring individuals directly to a safe, supportive environment with streamlined drop-off and immediate clinical engagement. St. Peter's and Samaritan Hospitals likewise identify a significant unmet need for crisis stabilization services in the Capital Region. Their letter explains that Samaritan performs approximately 500 crisis evaluations for children and adults each month, in part because of the lack of resources such as the proposed ICSC, and that the Center would help relieve overburdened hospitals while providing an alternate receiving site for law enforcement.

New Choices Recovery Center supports the Project because the Capital Region needs effective 24/7 access to mental-health and substance-use crisis care. Its letter explains that the Center would allow people to access short-term de-escalation, assessment, and treatment linkage in a matter of hours and would provide police departments with a dedicated alternative to arrest or emergency-room drop-off. Northern Rivers supports the Project as a regional behavioral-health urgent care model that provides a less restrictive and more capable service array than emergency departments and crisis units across the region, with targeted collaboration for law enforcement and those who turn to law enforcement when in distress.

The Rensselaer County Local Government Unit supports the Project because it may reduce reliance on emergency-department crisis evaluations, including for children and youth, and

provide an alternative for lower-acuity mental-health crisis support. Stewart's Shops also supports the Project, explaining from an employer and community perspective that accessible mental-health support helps individuals stabilize, supports workforce retention, reduces absenteeism, and strengthens the local economy. Stewart's further notes that the Troy-Schenectady Road location is well suited because of its central location and accessibility across Albany, Schenectady, Saratoga, and Rensselaer Counties.

Taken together, these letters show that the ICSC is not a detriment to the community. It is a needed public-health and public-safety resource.

C. Reasonable conditions can address any legitimate operational concerns.

If the ZBA has operational concerns, the appropriate response is not denial. Under Town Law § 267-b(4), the ZBA can approve the Project subject to reasonable conditions that address those concerns while allowing the ICSC to open and serve the public. RSS is prepared to comply with reasonable conditions relating to site operations, access, coordination, communication, and other matters within the Town's lawful authority. Any conditions, however, should be consistent with OMH/OASAS regulations and may not conflict with State licensure, certification, or operational requirements.

D. Substantial justice favors granting relief.

Substantial justice favors granting relief because the proposed ICSC will provide an important and badly needed healthcare service to the people of the Capital Region. Mental-health care is healthcare. When a child is in emotional crisis, when a mother is overwhelmed and needs immediate support, when a veteran is struggling with trauma, when a victim of abuse or violence cannot safely cope, or when a family does not know where else to turn, the community should have a safe and appropriate place to provide timely care. The Center will provide immediate

assessment, crisis intervention, stabilization, peer support, medication-related services when appropriate, observation, discharge planning, and connection to follow-up care in a safe and clinically supervised setting. The goal is simple: help people before a crisis becomes a tragedy.

The letters submitted with this appeal confirm the importance of the Project. Hospitals, behavioral-health providers, and organizations already operating ICSC programs explain that too many people in crisis currently end up waiting in crowded emergency departments, interacting with law enforcement when no crime has occurred, or receiving no timely care at all. St. Peter's and Samaritan Hospitals report approximately 500 crisis evaluations per month at Samaritan Hospital alone and identify the proposed Center as a needed alternative that would help relieve overburdened hospitals and provide another option for law enforcement and EMS. Helio Health reports that its Syracuse ICSC has become a trusted community resource regularly used by first responders and law enforcement as an alternative to emergency departments and incarceration.

The proposed location is also appropriate. The ICSC will operate within an existing medical-office complex along a major commercial and healthcare corridor. It will occupy a small portion of a property already dedicated to medical and clinical uses. The Project does not introduce residential occupancy, require new construction, or alter the essential character of the area. It simply allows the Property to continue serving healthcare needs in a modern and medically appropriate way.

Ultimately, granting relief would allow a State-supported healthcare program to serve the citizens of the Capital Region in a safe and appropriate setting. It would expand access to mental-health care, support families in crisis, assist hospitals and first responders, and provide people with dignity, treatment, and hope at the moment they need it most.

VII. GROUNDS FOR INTERPRETATION:
THE DENIAL SHOULD BE REVERSED OR MODIFIED

This section supplements Paragraph 5 of the Appeal Form.

The issues before the ZBA are straightforward. First, whether the Building Department's Denial should be reversed or modified because it applied later-enacted zoning amendments to a Project that RSS had already materially advanced in good-faith reliance on the prior zoning framework, Town zoning verifications, OMH/OASAS site approval, ICSC-specific leases, permit submissions, Town approvals, and substantial site-specific expenditures. Second, if the ZBA determines that RSS may not proceed under the prior zoning framework, whether the same facts support granting a use variance and related relief allowing the ICSC to operate at Suite 125.

RSS does not ask the ZBA to invalidate the Town's 2025 zoning amendments generally. RSS asks only that the ZBA determine that those later-enacted provisions should not be applied to prohibit this Project and that RSS should be permitted to proceed with the ICSC at the Property under the prior zoning framework and approvals upon which it reasonably relied.

A. The ZBA has authority to reverse or modify the Denial.

Under Town Law § 267-b, "board of appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, interpretation or determination appealed from and shall make such order, requirement, decision, interpretation or determination as in its opinion ought to have been made in the matter by the administrative official charged with the enforcement of such ordinance or local law and to that end shall have all the powers of the administrative official from whose order, requirement, decision, interpretation or determination the appeal is taken" (NY Town Law § 267-b).

In this appeal, the ZBA has jurisdiction pursuant to Town Law § 267-b(1) to reverse or modify the Denial and conclude that RSS is entitled to proceed under the zoning laws upon which it reasonably relied when it undertook the project. Alternatively, the ZBA also has authority to

grant a use variance where the applicant demonstrates unnecessary hardship (Town Law § 267-b[2]). In granting variance relief, the ZBA may impose reasonable conditions directly related to the proposed use and intended to minimize any adverse impact on the neighborhood or community, provided those conditions are lawful and do not conflict with applicable State licensure or operational requirements (Town Law § 267-b[4]).

As set forth above, the Denial did not result from any physical change to the Property, any change in RSS's proposed operations, or any newly discovered site-specific deficiency. It resulted from the Building Department's application of the Town's 2025 zoning amendments. Those amendments included:

- (1) Local Law No. 2 of 2025, which amended Town Code § 190-6 to add a definition for "Crisis Intervention Center", separated that use from "Medical Office," and added standards under Town Code § 190-22(M)(13) for Crisis Intervention Centers and Substance Abuse Treatment Centers;
- (2) Local Law No. 4 of 2025, which further amended Chapter 190 by adding "Transitional Housing" to the same general regulatory framework; and
- (3) Local Law No. 5 of 2025, which rescinded and replaced the Table of Permitted Uses under Town Code § 190-21 and, as applied by the Building Department, treated Crisis Intervention Centers as not permitted in the COR district where the Property is located.

B. The Denial Is Incorrect as Applied Because RSS Acquired Vested Rights.

New York's vested-rights doctrine is equitable. "Once a property owner has performed substantial work and incurred substantial liabilities in good faith reliance upon a permit issued by the government, the owner acquires a vested right to complete construction in accordance with the terms of the permit" (12 NY JUR 2D BUILDINGS § 58). New York's vested rights doctrine applies

when an owner or applicant seeks to continue or initiate a use that was permissible before a zoning amendment but would be prohibited or restricted under the amended law. In that circumstance, the owner's reliance interest must be balanced against the right of the public in enforcing its zoning laws (*Matter of Exeter Bldg. Corp. v Town of Newburgh*, 114 AD3d 774, 779 [2d Dept 2014], *aff'd* 26 NY3d 1129 [2016]).

The general rule is that a vested right may be acquired when, pursuant to a legally issued permit, the landowner demonstrates a commitment to the purpose for which the permit was granted by effecting substantial changes and incurring substantial expenses to further the development (*Town of Orangetown v Magee*, 88 NY2d 41, 47-48 [1996]). Neither the issuance of a permit alone, nor substantial improvements and expenditures alone, is sufficient. Rather, the owner's actions in reliance on a valid permit must be so substantial that later municipal action would result in serious loss and render the improvements essentially valueless (*id.*). The rule is not applied mechanically. The Second Department has explained that "there is no fixed formula" for determining whether vested rights exist. Rather, the inquiry turns on whether the facts of the case make it inequitable for the government to prevent the applicant from taking certain action (*Matter of Estate of Kadin v Bennett*, 163 AD2d 308, 309 [2d Dept 1990]). Each case must be determined according to its own circumstances (*id.*).

Where a more restrictive zoning ordinance is enacted, an owner may be permitted to complete a structure or development rendered nonconforming by the amendment where the owner undertook substantial construction and made substantial expenditures before the effective date of the amendment (*Matter of Ellington Constr. Corp. v Zoning Bd. of Appeals of Inc. Vil. of New Hempstead*, 77 NY2d 114, 122 [1990]). "The doctrine of vested rights has generally been described as an application of the constitutionally based common-law rule protecting

nonconforming uses” (*id.*). The doctrine is grounded in both common-law protection for nonconforming uses and equitable principles (*id.*). “Whether rooted in equity or the common law, the operation and effect of the vested rights doctrine is the same and it has been applied alike to a single building or a subdivision” (*id.*). “Generally, nonconforming uses or structures, in existence when a zoning ordinance is enacted, are constitutionally protected and will be permitted to continue, notwithstanding the contrary provisions of the ordinance” (*id.* [internal citations omitted]).

C. RSS is not relying on a single limited permit in isolation.

RSS satisfies the vested-rights doctrine under the facts of this case. First, RSS had a legally sufficient basis for reliance. RSS is not relying on the March 28, 2024 zoning verification alone as though it were a building permit. Rather, RSS relies on the full course of Town and State action confirming and advancing this specific Project at this specific Property. RSS obtained Town zoning verification before committing to the Property. RSS secured OMH/OASAS site approval for the Capital Region Health Park. RSS entered ICSC-specific leases. RSS advanced through the State certification process. RSS caused permit drawings to be prepared for Suite 125. RSS then obtained additional Town approvals, including the November 2025 zoning verification and the December 2025 Building and Zoning Permit for demolition work in the leased space.

Second, RSS relied in good faith. RSS did not conceal the proposed use or attempt to evade municipal review. It pursued a State-created program, obtained State site approval, sought zoning confirmation from the Town, engaged with Town officials, entered leases expressly limited to operation of the ICSC, submitted permit materials, obtained further Town approvals, and began preparing the leased space before the Denial was issued.

Third, RSS made substantial, project-specific commitments. RSS entered use-specific lease obligations for the ICSC. RSS caused architectural, electrical, plumbing, mechanical, and fire-protection permit drawings to be prepared for Suite 125. RSS negotiated construction arrangements for the tenant fit-up. RSS purchased furniture, fixtures, and equipment for this site at OMH's direction. RSS incurred substantial architectural, construction, demolition, and FF&E costs. Mercer also began demolition work in Suite 125 to prepare the space for the ICSC fit-up. These were not general business expenses. They were direct, site-specific commitments to this Project at this Property.

Fourth, the work and expenditures all relate to the same Project. Here, the Town zoning verifications, OMH/OASAS site approval, ICSC-specific leases, permit drawings, Building and Zoning Permit, demolition work, FF&E purchases, and construction planning all concern the same proposed use which was the State-awarded ICSC at the Capital Region Health Park. RSS is not using a limited permit for one project to justify a different project. The reliance was cumulative, continuous, and specific to the ICSC.

Fifth, applying the later zoning amendments to prohibit the Project would cause serious and inequitable loss. If the Denial stands, RSS's leasehold cannot be used for the only purpose for which it was obtained. The State certification work tied to this site would be rendered useless. The permit drawings, demolition work, FF&E purchases, construction planning, and direct site-specific expenditures would be wasted. The Landlord's lease and property interests would also be prejudiced.

That is the inequity the vested-rights doctrine is designed to prevent. RSS materially changed its position in reliance on Town zoning verification, State site approval, State certification review, ICSC-specific leases, Town-issued approvals, permit drawings, construction preparation,

demolition work, and substantial site-specific expenditures. The later-enacted zoning amendments should not be applied to defeat this Project after that reliance. Accordingly, RSS respectfully submits that it acquired vested rights to proceed with the ICSC at Suite 125 under the zoning framework and approvals upon which it reasonably relied. The ZBA should therefore reverse or modify the Denial and determine that the later-enacted zoning amendments should not be applied to prohibit this Project.

D. The 2025 amendments should be applied prospectively, not to defeat this vested Project.

RSS's requested interpretation preserves the Town's legislative authority. Without waiving any rights or remedies at this time, RSS is not asking the ZBA to strike down Local Law No. 2, Local Law No. 4, or Local Law No. 5 of 2025. RSS does not ask the ZBA to prevent prospective enforcement of those provisions against future applicants or future facilities. At this time, RSS asks only that the later-enacted amendments not be applied to this Project because RSS had already undertaken and substantially advanced it before the Denial. By the time the Denial was issued, RSS had obtained Town zoning verification, secured OMH/OASAS site approval, entered use-specific leases, advanced through State certification review, caused permit drawings to be prepared, obtained Town approvals for demolition work, incurred substantial site-specific costs, and begun demolition-related preparation of Suite 125.

That result is legally and practically sound. It allows the Town to maintain its amended zoning scheme going forward, while avoiding the inequitable result of applying new restrictions to a State-approved project after RSS and the Landlord materially relied on prior zoning, Town verification, lease commitments, State review, and Town-issued approvals. This narrow interpretation also avoids requiring the ZBA, in this proceeding, to decide broader issues concerning the application of federal or state disability-rights laws to the Town's amended zoning

scheme. The ZBA can grant relief based on vested rights, reliance, equity, interpretation, and, if necessary, variance standards.

Nothing in this appeal should be construed as a waiver of RSS's rights, claims, defenses, or arguments under any applicable federal, state, or local law, including laws concerning disability rights, reasonable accommodation, reasonable modification, equal protection, nondiscrimination, or access to healthcare services for individuals experiencing mental-health or substance-use crises. RSS expressly reserves all such rights.

E. In the Alternative, the Record Supports a Use Variance.

If the ZBA determines that RSS may not proceed under the prior zoning framework, RSS alternatively requests a use variance allowing the ICSC to operate in Suite 125.

Town Law § 267-b authorizes the ZBA, on appeal from a determination of the Building Department, to grant a use variance where the applicant establishes unnecessary hardship. To establish unnecessary hardship, the applicant must demonstrate that, for each and every permitted use in the district: (1) the applicant cannot realize a reasonable return, and the lack of return is substantial as shown by competent financial evidence; (2) the hardship is unique to the property and does not apply to a substantial portion of the district or neighborhood; (3) the requested variance will not alter the essential character of the neighborhood; and (4) the hardship has not been self-created (Town Law § 267-b[2][b]).

The Court of Appeals has explained that the reasonable-return element requires “dollars and cents proof” showing an inability to realize a reasonable return under permitted uses (*Matter of Village Bd. of Vil. of Fayetteville v Jarrold*, 53 NY2d 254, 256-257 [1981]). The purpose of that requirement is to ensure that a use variance is based on actual hardship, not merely on a preference for a more desirable or more profitable use.

The Appellate Division has applied those elements in practical terms. In *Sullivan*, the Third Department upheld a use variance where the record showed that conversion of the property to the only permitted use would be economically unreasonable, and where the hardship was not self-created because the owners had acquired and used the property before the later zoning restrictions prevented continuation of the prior use (*Matter of Sullivan v City of Albany Bd. of Zoning Appeals*, 20 AD3d 665, 666-667 [3d Dept 2005]). In *Jones*, the Third Department affirmed a use variance where the applicant submitted economic proof, the ZBA credited that proof over conclusory opposition, the hardship arose from unique characteristics of the property, the use would not alter the essential character of the area, and the ZBA imposed conditions to address operational concerns (*Matter of Jones v Zoning Bd. of Appeals of Town of Oneonta*, 90 AD3d 1280, 1281-1283 [3d Dept 2011]).

Those standards are satisfied here. First, RSS cannot realize a reasonable return from its leasehold if the ICSC is prohibited. RSS is a not-for-profit lessee that entered into the Suite 125 Lease to operate the State-awarded ICSC. The lease, State approval, certification application, permit drawings, furniture, fixtures, equipment, demolition work, and fit-up planning are all tied to that use. If the Denial stands, RSS cannot use the leased space for the purpose for which it was obtained and developed. The record contains competent financial evidence of that hardship, including the ICSC-specific lease obligations, architectural expenses, FF&E purchases, construction and demolition costs, permit drawings, State certification work, and direct site-specific expenditures already incurred.

Second, the hardship is unique to this Property and this Project. Suite 125 is not ordinary commercial space selected after a denial. It is part of an established medical-office complex with healthcare infrastructure, clinical adaptability, first-floor access, parking, direct side-entry access,

and a history of medical, urgent care, behavioral-health, diagnostic, therapeutic, and related clinical uses. The State reviewed and approved this site for the Capital Region ICSC, and RSS then designed, leased, and began preparing this specific suite for that purpose. The hardship arises from applying the later-enacted zoning provisions to this State-approved, Town-verified, site-specific healthcare project after RSS materially relied on the prior approvals.

Third, the requested variance will not alter the essential character of the neighborhood. The ICSC will occupy a small first-floor suite within an existing medical-office complex in the COR district along Troy-Schenectady Road. It will not require a new building, expand the building footprint, convert residential property, introduce residential occupancy, or require new public infrastructure. It will operate as a voluntary, non-residential, State-regulated behavioral-health urgent care program in a setting already dedicated to medical and clinical uses. The surrounding area will remain a commercial and medical-office corridor.

Fourth, the hardship was not self-created. RSS followed the governmental process. It pursued a State-created program, obtained Town zoning verification, secured OMH/OASAS site approval, entered ICSC-specific leases, advanced through State certification review, prepared permit drawings, obtained additional Town approvals, incurred substantial site-specific costs, and began preparing the space before the Denial was issued. The hardship resulted from the later application of the 2025 zoning amendments to a Project already known, approved, leased, designed, and materially advanced.

The requested variance is also the minimum relief necessary. RSS does not seek permission for other uses, other properties, or an open-ended behavioral-health category. RSS seeks only permission to operate the State-approved ICSC in Suite 125 at the Capital Region Health Park.

F. Reasonable Conditions Provide an Alternative to Denial.

Finally, if the ZBA has operational concerns, it has authority to address them through reasonable conditions rather than denial. Town Law § 267-b(4) authorizes the ZBA to impose conditions and restrictions that are directly related and incidental to the proposed use, consistent with the zoning law, and designed to minimize potential impacts on the neighborhood or community. Any such conditions should be reasonable, tailored to the ICSC's actual operations, and consistent with OMH/OASAS licensure, certification, and operational requirements. Appropriate conditions could address matters such as site access, drop-off procedures, communication with Town officials, coordination with police and EMS, signage, security protocols, or periodic review. Conditions cannot conflict with State regulatory requirements, but they can provide the Town with practical assurances while allowing this needed healthcare project to move forward.

VII. CONCLUSION AND DEMAND FOR RELIEF

As set forth above, this appeal is meritorious because RSS acquired vested rights before the Denial. RSS did what the law encourages applicants to do which is to pursue a State-created program, obtained Town zoning verification, secured OMH/OASAS site approval, entered use-specific leases, advanced through State certification review, prepared permit drawings, obtained additional Town approvals, incurred substantial site-specific costs, and began demolition-related work before the Town applied later-enacted zoning amendments to stop the Project.

As set forth above, this appeal is meritorious because the requested relief is narrow and fair. RSS does not ask the ZBA to invalidate the Town's 2025 zoning amendments. RSS does not ask the ZBA to prevent the Town from applying those amendments prospectively. RSS asks only that this State-approved, Town-verified, leased, designed, and substantially advanced ICSC be allowed to proceed under the zoning framework and approvals upon which RSS reasonably relied.

That result preserves the Town's zoning authority while avoiding a plainly inequitable application of later restrictions to a vested Project.

As set forth above, this appeal is meritorious because the 2025 amendments, as applied here, rest on a fundamental misunderstanding of what an ICSC is. The State model is voluntary, non-residential, clinical, time-limited, and regulated. It is a behavioral-health urgent care service. It is not transitional housing. It is not a residential treatment facility. It is not a jail-diversion holding facility. It is not an unregulated drop-in center. And it is not properly treated as a land use to be excluded from an existing medical-office complex based on generalized assumptions about mental-health or substance-use crises. The State RFP describes ICSCs as walk-in, voluntary, person-centered, trauma-informed services for adults, children, adolescents, and families, available 24/7/365, with services delivered by multidisciplinary clinical and peer-support staff. The Town's later amendments, by contrast, separate "Crisis Intervention Centers" from ordinary medical-office use and group them with uses such as Substance Abuse Treatment Centers and Transitional Housing for special separation restrictions.

As set forth above, this appeal is meritorious because this Project belongs at this Property. The Capital Region Health Park is an existing medical-office complex. The proposed ICSC would occupy a small first-floor suite in that complex. The Property has historically been used for medical, urgent care, behavioral-health, diagnostic, therapeutic, and related clinical services. The ICSC is healthcare in a healthcare setting. This is also the right thing to do for the citizens of the Town of Colonie and the Capital Region. Mental health care is health care. A person in acute psychiatric distress needs timely clinical care no less than a person with chest pain, a diabetic event, a broken bone, or another urgent physical condition. Communities accept urgent care for

physical illness because timely care prevents escalation, reduces harm, and relieves emergency systems. The same principle applies to behavioral-health crises.

The letters of support make the public need clear. Existing ICSC operators report that these centers provide a safe, supportive alternative to emergency departments and incarceration and allow law enforcement and first responders to return more quickly to their public-safety responsibilities. This Project will help children, adults, families, first responders, hospitals, employers, and the broader community. It gives people a place to go before a crisis becomes a tragedy. It gives police and EMS an option other than jail or an emergency-room drop-off. It gives hospitals relief from avoidable psychiatric crisis volume. It gives families a place to turn. And it treats individuals experiencing behavioral-health crises with the dignity and clinical care they deserve.

Accordingly, RSS respectfully requests that the ZBA reverse or modify the Denial and determine that RSS may proceed with the proposed ICSC at Suite 125, 713 Troy-Schenectady Road, under the zoning framework and Town approvals upon which RSS reasonably relied. RSS further requests that the Building Department be directed to continue review of the building and zoning permit application without applying the later-enacted zoning amendments to prohibit this Project, subject to ordinary building-code review and applicable OMH/OASAS certification requirements.

In the alternative, if the ZBA determines that the 2025 amendments must be applied notwithstanding RSS's vested rights and reliance, RSS respectfully requests that the ZBA grant a use variance permitting operation of the ICSC at Suite 125, 713 Troy-Schenectady Road, subject to reasonable conditions directly related to the proposed use and consistent with applicable OMH/OASAS requirements.

For all of these reasons, the appeal should be granted.

DATED: May 28, 2026
Albany, New York



Javier J. Mendez, Esq.
LEMERY GREISLER LLC
Attorneys for
Rehabilitation Support Services, Inc.
677 Broadway, 8th Floor
Albany, New York 12207

POL 87(2)(a) - 2

III. Environmental Assessment Form

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Rehabilitation Support Services, Inc. ("RSS")			
Name of Action or Project: RSS Stabilization Center			
Project Location (describe, and attach a location map): 711-713 Troy Schenectady Road, Latham, New York 12110			
Brief Description of Proposed Action: RSS seeks a permit to build out 3,870 of leased space at the project location for medical offices supporting its New York State licensed stabilization program. Due to a change in zoning of the property after RSS obtained a Zoning Verification and entered into a lease for the office space, RSS's Building Permit Application was denied due to the rezoning. RSS appeals from this denial, thus seeking all findings, interpretations, and/or zoning code variances necessary to support the reversal of said denial and the issuance of such building permit.			
Name of Applicant or Sponsor: Rehabilitation Support Services, Inc. (by Charles B. Dumas, Esq.)		Telephone: POL	
		E-Mail: POL 87(2)(a) - 2	
Address: 5172 Western Turnpike			
City/PO: Altamont		State: New York	Zip Code: 12009
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		☒	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency?		NO	YES
If Yes, list agency(s) name and permit or approval: Town ZBA approval, Town Building Permit		☐	☒
3. a. Total acreage of the site of the proposed action?		17.63 acres	
b. Total acreage to be physically disturbed?		.005 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.005 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

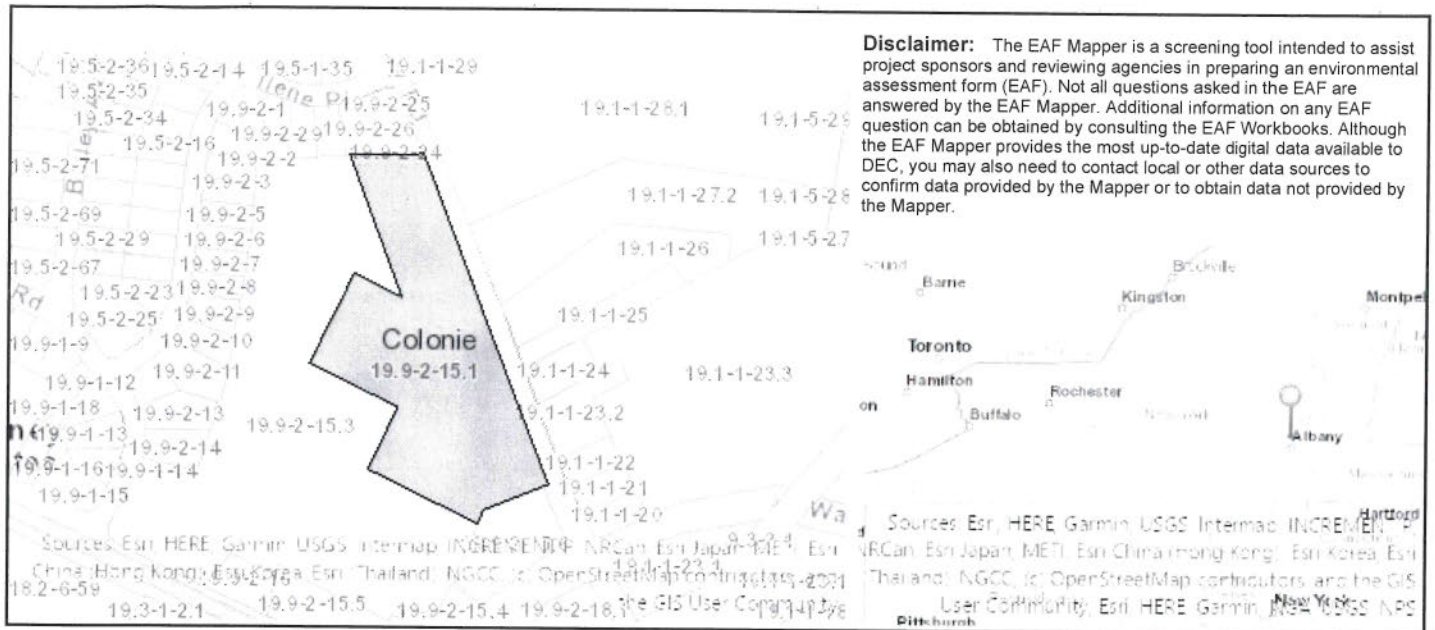
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☒	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☒	☐
	☒	☐
_____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
_____ _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
_____ _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
_____ _____		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Rehabilitation Support Services, Inc.</u> Date: <u>5/1/26</u>		
Signature: <u>William DeVita</u> Title: <u>CEO</u>		

PRINT FORM

EAF Mapper Summary Report

Thursday, April 23, 2026 5:38 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

IV. Scaled Survey / Site Plan

****PROVIDED SEPARATELY**

V. All other attachments

**A. Affidavit by Rehabilitation Support Services, Inc. and
accompanying exhibits**

**AFFIDAVIT OF REHABILITATION SUPPORT SERVICES, INC. IN SUPPORT OF ITS
APPEAL AND APPLICATION TO THE TOWN OF COLONIE ZONING BOARD OF
APPEALS**

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

WILLIAM DEVITA, being duly sworn, deposes and says:

1. I am the CEO of Rehabilitation Support Services, Inc. (“RSS”).
2. I submit this affidavit in support of RSS’s appeal and application to the Town of Colonie Zoning Board of Appeals (“ZBA”) concerning RSS’s proposed Intensive Crisis Stabilization Center (the “Project” or “ICSC”) at 711–713 Troy-Schenectady Road, Latham, New York 12110 (the “Property”).
3. This affidavit is made based upon my personal knowledge and upon the books, records, and project materials maintained by RSS in the ordinary course of business.
4. The purpose of this affidavit is to set forth the history of RSS’s State-awarded Intensive Crisis Stabilization Center project, RSS’s site-specific reliance on the prior zoning framework and Town approvals, the Town’s later denial under amended zoning provisions, and the grounds for granting RSS’s appeal or, alternatively, a use variance and related relief.

I. REHABILITATION SUPPORT SERVICES, INC. (“RSS”)

5. RSS is a not-for-profit behavioral health agency whose mission is to enrich and empower the lives of the people it serves. RSS provides recovery-oriented housing, treatment, crisis and respite services, care coordination, employment services, socialization, and health and wellness services for individuals with psychiatric and substance use disorders. Through those

services, RSS seeks to improve quality of life, promote recovery, and equip individuals to lead productive and fulfilling lives in their communities.¹

6. RSS is one of the larger mental health agencies in the Capital Region serving clients in twenty counties in New York from its home base in Guilderland and, for purposes of the proposed Intensive Crisis Stabilization Center (“ICSC”), assembled a collaborative regional effort involving Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and Capital Behavioral Health Network – Behavioral Health Care Collaborative (“BHCC”). The proposed Center is intended to operate as a regional crisis-stabilization resource, creating clear pathways for intake, transition, referral, and follow-up care across the Capital Region.

II. THE ICSC PROJECT, THE OMH/OASAS AWARD, AND THE STATE SITE APPROVAL PROCESS

7. Initially, RSS pursued this Project in response to the January 28, 2022 Request for Proposals (“RFP”) issued jointly by the New York State Office of Mental Health (“OMH”) and the Office of Addiction Services and Supports (“OASAS”) for the development of new Intensive Crisis Stabilization Centers (“ICSCs”) throughout New York State, including one ICSC in the Capital Region Economic Development Region, which includes Albany County. The RFP announced the availability of operational funds and State aid for the development of ICSC programs under Mental Hygiene Law Article 36 and 14 NYCRR Part 600, and identified ICSCs as part of New York State’s broader effort to create a comprehensive, person-centered crisis response system available to all New Yorkers, regardless of residence or ability to pay. A copy of the Initial RFP is attached hereto as **Exhibit 1**.

¹ <https://rehab.org/>

8. The Initial RFP announced the availability of operational funds and State aid for the development of three new ICSCs, including one ICSC in the Capital Region. Such centers were to be developed and operated in accordance with Mental Hygiene Law Article 36 and 14 NYCRR Part 600.

9. The Initial RFP described ICSCs as voluntary, non-residential, community-based behavioral-health facilities operating twenty-four hours per day, seven days per week, to serve individuals experiencing mental-health and/or substance-use crises, regardless of age, ability to pay, or location of residence.

10. The State's program model is intended to provide a safe, least-restrictive alternative for individuals who might otherwise be directed to hospital emergency departments, law-enforcement contact, jail, or no timely care at all. ICSCs are designed to provide triage, screening, assessment, therapeutic intervention, peer support, urgent treatment for acute symptoms, diversion from higher levels of care, and referral or transfer where appropriate.

11. The proposed Project is intended to serve individuals experiencing mental health and substance use crises, including persons whose disabilities may be protected under federal law. RSS recognizes that municipalities retain broad authority in the zoning and land-use field. At the same time, where a proposed use is intended to serve persons with disabilities, local land-use decisions must be made with due regard to for the federal protections afforded to such persons in the housing and zoning context and for the State's expressly identified interest in developing crisis-stabilization services for this population.

12. Responding to an RFP is substantial undertaking. Over a period of several weeks RSS compiled an application in response to the Initial RFP which included multiple letters from New York State legislators, Albany, Schenectady and Rensselaer County officials, community

healthcare providers showing support for the concept of an ICSC and encouragement to RSS to pursue a program for the Capital region. Attached as **Exhibit 2** are copies of those letters of support from May and June of 2022.

13. As is often the case with such applications, RSS did not receive an award for the Project after its response to the Initial RFP. Subsequently, a debriefing call was then held with State officials to discuss the reasons for the non-award. Leaders from Albany, Schenectady and Rensselaer counties—including Albany County Mental Health Commissioner Dr. Stephen Giordano—participated. In that call Dr. Giordano clearly expressed disappointment that the application was not approved. The Initial RFP was revised to address its shortcomings and was subsequently reissued in November 2022 (the “Secondary RFP”), to which RSS reapplied. A copy of the Secondary RFP is attached hereto as **Exhibit 3**.

14. By letter dated February 21, 2023 (the “Award Letter”), OMH and OASAS advised RSS that its proposal had received a passing score and that RSS had been conditionally awarded the opportunity to engage in the ICSC program, thus selecting RSS to move forward with development of an ICSC in the Capital Region. A copy of the Award Letter is attached hereto as **Exhibit 4**.

15. After receipt of the Award Letter, RSS undertook substantial efforts to move the Project through the required State and program-development process. RSS evaluated potential sites, coordinated with OMH and OASAS, assessed programmatic and physical layout needs requirements, and prepared for the required certification process.

16. During 2023, RSS was delayed in procuring a site commitment until the State completed necessary contract and spending approvals. RSS nevertheless continued to work through the State process while evaluating possible locations for the ICSC.

17. During its search RSS had focused on the Latham area, given its central proximity to the four county area to be served by the Capital Region ICSC; and specifically, 711-713 Troy-Schenectady Road location, commonly known as the “Capital Region Health Park”. *See Exhibit 23* hereto.

18. Located in the COR zoning district on 6.44 acres less than ½ mile from Northway Exit 6, “Capital Region Health Park” as it is known is a truly unique property. As an existing complex with some 250,000 square feet of largely medical facilities, it has established infrastructure, accessibility, and operational setting needed for any kind of medical program, particularly so for the proposed Intensive Crisis Stabilization Center. At 3,490 square feet RSS’s leasehold at the property is but a small fraction, roughly 1% of the total complex. *See Id.*

19. Advertised as “Class A Medical Office Space”, the Capital Region Health Park had historically housed Community Care Physicians (“CCP”) and affiliated services, which featured primary care, behavioral health, OB/GYN, lab, urgent care, medical imaging, radiation oncology, urology, interventional radiology, vascular surgery, thyroid health, back and pain management, general surgery and endoscopy care, physical therapy, audiology, podiatry, and dermatology. In addition, tenants operating psychiatric and psychological private practices occupied the offices there. *See Id.*

20. The Property’s history as a medical-office setting was especially important to RSS because the proposed ICSC requires many of the same practical and operational features associated with an urgent-care model, which previously occupied the premises. There will be immediate walk-in access, triage and screening, assessment, basic health screening and vital signs, clinical observation, medication-related services when appropriate, referral or transfer to a higher level of care, and coordination with hospitals, EMS, law enforcement, and other healthcare providers. The

State's program guidance confirms that an ICSC is designed to provide urgent response and treatment services in a safe, therapeutic, non-residential setting, with on-site clinical staffing and rapid linkage to appropriate follow-up care. Those requirements made the Capital Region Health Park, with its healthcare infrastructure, clinical adaptability, access, parking, and established medical-office environment, a particularly suitable location for RSS's proposed ICSC. *See Id.*

21. OMH and OASAS began reviewing RSS's proposed location at the Capital Region Health Park in early 2024, after RSS identified the site as a potential location for the ICSC. On February 6, 2024, RSS met with OMH to discuss the proposed site and its suitability for the ICSC program. Following further site evaluation and lease negotiations, OMH and OASAS issued written approval on July 9, 2024 for RSS to proceed with development of the ICSC at the Capital Region Health Park and to submit its certification application. OMH and OASAS thereafter continued to review the site through 2025 and early 2026 as RSS refined the proposed floor plan, square footage, layout, and programmatic design. In March 2026, OMH acknowledged that demolition and construction work had begun and requested that RSS continue to provide updates on the Project's progress. Thus, the State's review was not limited to an initial conceptual approval, but continued as RSS advanced the Project toward construction and certification

22. Ultimately, on June 9, 2024 OMH and OASAS approved Capital Region Health Park as the site for the ICSC and authorized RSS to proceed with the certification application. RSS then informed the Albany County local governmental unit that the State had approved the site and that RSS would be proceeding with a long-term lease, final layout, and construction planning for the Project. *See Exhibit 24* hereto.

23. Throughout 2024 and 2025, RSS continued through the OMH/OASAS process, including prior consultation and certification-application steps, consultation with State

representatives, preparation of site-specific materials, and development of the policies, procedures, staffing, training, and operational materials required for certification. RSS ultimately submitted its certification application through the New York State Electronic Certificate of Need (“NYSE-CON”) system. The NYSE-CON Project Summary identifies the application as Application No. 254063, for RSS Behavioral Health Urgent Care, describing the project as an Intensive Crisis Stabilization Center Certification Application, and shows that the application was received by the State on July 3, 2025 for the site at 711 Troy Schenectady Road, Latham, New York. Since that initial submission, RSS has engaged in multiple rounds of review, comment, and revision with OMH and OASAS concerning the Project, including detailed review of RSS’s policies, procedures, staffing model, staff training, and other operational requirements to ensure compliance with applicable regulations and State expectations. That review process remains ongoing.

24. After submission of the certification application, RSS continued working with the State through multiple rounds of requests for additional information, comments and revisions. That process has not been limited to the physical site. Rather, OMH and OASAS have reviewed and provided feedback concerning the site, proposed layout, floor plan, policies, procedures, staff training, staffing model, and other operational materials required for certification. RSS supplied the requested information and continued pursuing site and certification approval through 2025 and 2026. The State reviewed the site repeatedly during that period.

25. RSS did not casually identify a location for the Capital Region ICSC. Rather, RSS persistently responded to two specific RFP for a Capital Region ICSC, obtained a conditional award through considerable effort, identified the Capital Region Health Park as a suitable location in early 2024, met with OMH to discuss the site on February 6, 2024, negotiated lease terms for the proposed location, and obtained written OMH/OASAS approval on July 9, 2024 to proceed

with development at the Troy-Schenectady Road site. Thereafter, OMH and OASAS continued to review the site and Project through 2025 and early 2026, including revisions to the proposed floor plan, square footage, layout, policies, procedures, staffing, and training materials. In March 2026, OMH acknowledged that demolition and construction work had begun and requested that RSS continue to provide updates on the Project's progress. Thus, RSS advanced this Project over a period of more than two years through a State-directed site-approval and certification process before the Town denied the building permit. *See Id.*

III. LEASING OF SPACE FOR ICSC

26. In an effort to advance the Project on a track parallel with OMH's site evaluation and certification process, during the first few months of 2024 RSS began discussions with Carrow Real Estate, listing broker for owner of the Property.

27. During these initial conversations RSS learned that the Property was owned by HTA-Region Health LLC, a Arizona based real estate investment trust, managed by Health Care Realty Services LLC, a Tennessee based agent. This multiplicity of responsible parties likely created an attenuation in communication that may ultimately have contributed to the need for this appeal.

28. After receiving OMH's suitability assessment for the Property and prior to actual negotiations for space at the Property, RSS applied for and obtained a favorable Zoning Verification for space in the complex. At that point RSS was focused on an area at the front left corner of the complex, specific square footage and layout to be determined. That approval was issued on March 28, 2024 and described the proposed use as leased space to be used as a medical facility for the treatment of patients, with hours of operation 24 hours a day, 365 days a year, a use for the Property was zoned and for which it has been historically used. A copy of that approval is

attached hereto as **Exhibit 5**. RSS relied on that approval in continuing to advance the Project at the Property.

29. Thereafter, on December 23, 2024, RSS engaged in negotiations for and finalized a lease for 3,122 rentable square feet of space in Suite 104 at 711 Troy Schenectady Road (the “Suite 104 Lease”). That lease expressly provided that RSS would use and occupy the premises solely for the purpose of operating and maintaining an Intensive Crisis Stabilization Center in accordance with the February 21, 2023 OMH/OASAS award. A copy of the Suite 104 Lease is attached hereto as **Exhibit 6**.

30. As Project planning progressed, OMH determined that additional space was needed to meet the programmatic and physical requirements of the ICSC. When RSS made a request to leasing agent Carrow Real Estate for an expansion of Suite 104 to accommodate this need, we were advised that another tenant’s lease prevented an addition of space to Suite 104, but that additional space was available elsewhere in the complex.

31. Thereafter, RSS engaged in negotiations for alternate, expanded space and finalized a lease on September 25, 2025 for 3,870 rentable square feet of space in Suite 125 at 713 Troy-Schenectady Road (the “Leased Space”), with the term commencing on July 30, 2025 and a rent payment obligation commencing February 1, 2026 (the “Suite 125 Lease”). A copy of the Suite 125 Lease is attached hereto as **Exhibit 7**.

32. The Suite 125 Lease mirrored the earlier Suite 104 Lease that it replaced, expressly providing that RSS shall use and occupy the premises solely for the purpose of operating and maintaining an Intensive Crisis Stabilization Center in accordance with the same award letter dated February 21, 2023. Additionally, it provided that RSS shall have access to the building and premises seven days a week, twenty-four hours a day, and access via a side-entry door from outside

the building for direct client access. These features are fundamentally important to support operation of ICSC.

IV. SITE SPECIFIC PREPARATION

33. Following final approval by OMH of the replacement lease and its execution, and in reliance on the 2024 Zoning Verification in addition to RSS conversations with Town officials, RSS undertook significant measures to establish the ICSC at the Property.

34. RSS caused detailed permit drawings to be prepared by MADesign Interiors (“MADesign”) for the fit-up of Suite 125. The permit set includes architectural, electrical, plumbing, mechanical, and fire-protection plans specifically prepared for this Project and this leased space. A copy of these plans accompany this affidavit as **Exhibit 8** (the “Permit Drawings”).

35. The Permit Drawings detail a clinical layout including separate adult and child waiting areas, a family room, police triage, a medication room, an exam room, adult and child observation areas, quiet rooms, staff and shared office space, laundry, toilets, and controlled access points. RSS selected and advanced this site because it could be adapted to support triage, observation, treatment, privacy for families, staff visibility and supervision, and rapid referral or transfer when necessary, all within an existing medical-office facility.

36. RSS entered into a contract with MADesign for these professional architecture services for approximately \$28,500.00 and has incurred \$18,818.34 to date. Copies of these invoices accompany this affidavit as **Exhibit 9**.

37. Contemporaneously with the development of the Permit Drawings, RSS also negotiated and prepared a construction agreement with Mercer Construction Company LLC (“Mercer”) for office fit-up and renovations to Suite 125. That agreement states that RSS had landlord approval for the work and that the work would proceed pursuant to a substantial construction contract.

38. In September, 2025 at the direction of OMH, at a cost of \$79,403.65 RSS purchased certain furniture, fixtures and equipment (“F, F&E”) to furnish the Leased Space. A copy of the invoice from Roberts Office Interiors Inc. (“ROI”) and the payment receipts are attached hereto as **Exhibit 10**.

39. In late October 2025, RSS was contacted by Andris Blumbergs, Colonie Development and Planning Director, concerning the proposed ICSC. RSS understood that the meeting was requested after the Colonie Police Department canceled a previously scheduled informational meeting and indicated that Mr. Blumbergs was not familiar with the program and wished to learn more about it. On November 5, 2025, RSS representatives participated in a Zoom meeting with Mr. Blumbergs. During that meeting, Mr. Blumbergs simply indicated his purpose was to determine whether RSS was following the Town’s procedures for change of tenant application and leasehold fit up. Most notably, during this meeting, RSS was not advised of any reason why the ICSC could not be located at the Property, knowing of RSS’s intended use.

40. On November 19, 2025, Mercer submitted an application to the Town of Colonie Building Department together with a request for zoning verification for RSS’s future tenant fit up of Suite 125. That zoning verification was approved on November 20, 2025, the Application for Building Permit was approved on December 11, 2025, and on December 12, 2025, a Building and Zoning Permit was issued to Mercer for demolition work in that space (the “2025 Submission and Approvals”). Copies of the 2025 Submission and Approvals are attached hereto as **Exhibit 11**.

41. In further reliance on these approvals, Mercer undertook demolition of existing structures in the Leased Space to ready it for the fit-up called for by the Permit Drawings, and RSS proceeded with other site-specific planning and implementation steps in anticipation of opening the Center at this site. Specifically, RSS has incurred \$71,237.45 in construction and demolition

costs of the projected \$80,336.37, copies of these expenses are attached as **Exhibit 12** (“Mercer Construction/Demolition Costs”).

42. In on the prior zoning approvals, OMH/OASAS site approval, RSS’s executed leasehold for Suite 125, and the Building and Zoning Permit issued for the space, RSS incurred significant expenses. These expenditures, like the demolition and fit-up work itself, were made specifically for the proposed ICSC at 713 Troy-Schenectady Road and would not have been incurred but for RSS’s good-faith reliance on the prior approvals, State site approval, and its leasehold interest in the Property. Thus, minimum costs associated with the Project so far as it directly pertains to this particular building and site location totals \$169,459.44 , which includes the FF&E, construction/demolition costs, and expenses related to architectural planning and services.

43. RSS undertook the foregoing measures at its cost and expense in good-faith reliance: on zoning laws in place when it first entered into a lease at the Property, confirmed by the March 28, 2024 Zoning Verification; on site approval by OMH; on positive interactions with Development Director Blumbergs; and on Colonie Building Department issuance to Mercer of Building and Zoning Permits for demolition.

V. LOCAL LAW ENACTMENTS, ZONING CHANGES AND THE DENIAL

44. Importantly, none of the forgoing activity and investment by RSS took place in a vacuum. From the time of RSS’s response to the RFPs in of 2022 up to the present RSS has actively and thoughtfully engaged the Capital Area community about the Project.

45. Throughout the project and up to the present time RSS has routinely and materially engaged community stakeholder and governmental officials about the Project and its place in the continuum of health care and emergency services in the Capital area. Attached hereto as **Exhibit**

13 are summaries of those efforts initiated by RSS together with a rough outline of the dates and timeline. These efforts include numerous meetings, interactions and follow-up discussions with law enforcement, emergency medical services “EMS” and other public services.

46. Included in RSS’s work to socialize the ICSC was October 3, 2024 meeting with Town Supervisor Peter Crummey wherein RSS Executive Director William Devita and counsel Charles Dumas, Esq. presented an overview of the Project, to establish its identity as the Capital Region Health Park, and to acquaint the Supervisor of the benefits of the Program. Attached as **Exhibit 14** is a copy of a program summary that was provided in advance and covered during the meeting.

47. Despite the considerable impetus behind the Project manifest by the foregoing, through its networking and community engagement during throughout 2024-2025 RSS became aware that certain community representatives had concerns about the ICSC and its placement in the Capital Region Health Park.

48. Early in 2024 the Albany County Legislature enacted a law, LL- A of 2024 (“LL- A”), requiring notice to a locality by the County Department of Mental Health when it became involved with the placement of a facility to treat substance use disorders within the County. It seems that this notice requirement arose in the content of a controversial effort in 2023 to cite a NYS funded clinic for the treatment of persons addicted to opioids. Copies of the local law and Times Union article dated August 7, 2023 are attached as **Exhibit 15** for reference and context.

49. It is noteworthy that an ISCS, though funded in part by the New York State through its Office of Addiction Services and Supports (“OASAS”), is NOT “a facility to treat substance use disorder” in any meaningful sense. The two cannot and should not be conflated. However, it appears as though this may well have happened here.

50. Despite RSS's belief and case made otherwise, during January 2025 Albany County Health Commissioner Giordano apparently sent a notification pursuant to LL-A, that arrived in the Offices of County Legislator Susan Quine-Laurilliard and Colonie Town Supervisor Crummey. Though a copy of that notice was not provided to RSS when sent, for whatever reason, RSS has since received a copy of it and copies of the responses to it from Legislator Quine-Laurilliard dated February 16, 2025 and the Town of Colonie Town Attorney dated February 18, 2025, which are attached hereto as **Exhibit 16**.

51. As you can see from Legislator Quine-Laurilliard's response letter, worry about the ICSC and conflation with it as a drug treatment facility was precisely the effect of Dr. Giordano's notice. RSS made several unrequited attempts to reach her regarding her concerns as documented by the email as **Exhibit 17**.

52. Against the backdrop of the forgoing events, in reliance on its March 28, 2024 and November 19, 2025 Zoning Verification, together with the previously chronicled interactions with Town of Colonie officials, RSS finalized its lease for Suite 125, completed floor plans for fit-up of the ICSC and began construction and demolition. On December 22, 2025, Mercer, on behalf of RSS, submitted to the Town of Colonie Building Department an Application for a Building Permit, together with ancillary submissions requested by that office that included, the Permit Drawings, Architect's Certification, and Fire Sprinkler Plans and Material Submittals, copies of which are attached here as **Exhibit 18**.

53. After this initial submission and despite two previously approved Zoning Verifications the Town Building Department requested yet again an Application for a Zoning Verification, which was submitted and dated March 6, 2026 together with a narrative, copies of which are attached hereto as **Exhibit 19**.

54. On April 16, 2026, after repeated calls for application status the Town Building Department notified Mercer that its Application for a Building Permit had been denied. A copy of that denial is attached hereto as **Exhibit 20**.

55. As set forth in these documents the fundamental basis of the denial is that “a crisis intervention center is not a permitted use in the Commercial Office Residential (COR) zoning district as stated in the Town of Colonie Land Use Law, Sections 190-18, 190-21 and 190 Attachment #1 – Table of Permitted Uses”.

56. After receiving this denial RSS reviewed with counsel the above cited code sections and **for the first time** learned that in February 2025 the Colonie Town Board amended Colonie Zoning Code had been amended ostensibly to exclude RSS’s proposed ICSC from the very property that it had carefully planned to locate the facility. A review of the Town Board’s Actions in February 2025 indicate its passage of the following Local Laws, effective in September 2025:

- a. Local Law No. 2 of 2025 amending the definitions in § 190-6 to add, among other terms, a definition for “Crisis Intervention Center”. That law distinguishes a crisis intervention center from a medical office and defines it as a facility that provides urgent treatment to individuals with acute mental health and/or substance use symptoms.
- b. Local Law No. 4 of 2025 amending § 190-22 to add special use permit and planning special permit standards for Crisis Intervention Center, Substance Abuse Treatment Center and Transitional Housing, restricting their location within 1,000 feet from the zone line of zoning districts that include residential uses, at least 1,500 feet from schools, day-care centers, and playgrounds, and at least 1,500 feet from businesses with liquor licenses and from cannabis dispensaries.

- c. Local Law No. 5 of 2025 rescinding and replacing the Table of Permitted Uses in Chapter 190, Section 190-21 so as to allow a Crisis Intervention Center only in the Commercial Office, Industrial and Airport Business Districts, and there only by special use permit.

Copies of the forgoing laws and related document are attached as **Exhibit 21**.

57. The net effect of these enactments is clear, to prohibit RSS from opening an ICSC at the Capital Region Health Park, 711-713 Troy Schenectady Road.

58. The building permit denial based on these local law amendments is most disconcerting in light of all of the foregoing facts and circumstances, in particular:

- a. The compatibility of RSS's proposed ICSC with the continuum of medical care, including behavioral health care, historically provided at the subject Property, the Capital Region Health Park;
- b. The permissibility of RSS's proposed ICSC under Colonie Town zoning law that existed for the COR zone years prior to the abrupt change in February, 2025;
- c. The reliance placed by RSS on permissible zoning when negotiating the initial Suite 104 Lease and subsequent Suite 125 Lease;
- d. The considerable expenditures made by RSS further to the Project, including but not limited to professional fees, the purchase of F, F&E for the space, and now the payment of rent for space that RSS is unable to occupy for the ICSC;
- e. The lack of notice to RSS about the proposed zoning change disallowing RSS an opportunity to participate in a meaningful dialogue with concerned stakeholders, particularly in view of RSS's interactions with Town officials before that action; and
- f. The lack of notice to RSS by Town officials in our Fall 2025 interactions.

59. Importantly, these zoning amendments manifest a distinct lack of understanding by their author of the nature and operation of an ICSC. The distance restrictions applicable for citing such facilities where permitted by special use permit in particular evidence the conflation of an ICSC with a drug treatment facility. The two could not be more distinct.

60. Foremost, though jointly funded by OMH and OASAS, an ICSC is authorized and licensed by OMH, where as a drug treatment facility is authorized and licensed by OASAS. Their purpose and operation completely different. While an ICSC may administer medication to its patients, such medication if any would be for the purpose of calming and stabilizing a client from emotional/ psychological upset. An ICSC is not facility for treatment of opioid addiction through residential programing or day treatment.

61. ICSCs are unique in and of themselves. Currently there only three OMH licensed facilities operating in New York State, in Poughkeepsie, Syracuse and Plattsburgh. RSS understands that OMH plans to license a limited number of crisis stabilization facilities, with the authorized ICSC at the Capital Region Health Park in Latham being the only such facility to serve the Colonie community and its immediate environs. Given the extraordinary effort it takes for an organization to be certified by OMH as a sponsor and to actually cite and open an ICSC, a proliferation of such facilities is nigh on impossible. It is therefor, a reasonable certainty that the Town of Colonie will never see another ICSC making local laws to proscribe their citing unnecessary in the first instance.

62. ICSCs are governed by strict licensing, credentialing, site evaluation and operational standard. Attention is directed to New York Hygiene Law §§ 31.36, 36.01, 14 NYCRR § 600.1 *et seq.* for refence and context. Excerpted from these regulations and attached as **Exhibit 22** are operational standards relating to the discharge of patients after treatment and stabilization

at an ICSC. These provisions ought to dispel the concerns evidence from the distance restrictions that are part of Local Law 4 of 2024. An ICSC is not permitted to discharge its patients in a way that would contribute to anchorless and wandering malingers.

VI. REQUEST FOR RELIEF

63. RSS respectfully submits that given its open and known pursuit of citing the ICSC at 711-713 Troy Schenectady Road and the considerable monetary and professional investment it has and continues to make in bringing the ICSC to that location it would be grossly inequitable for the Town of Colonie to continue to deny RSS a building permit for that location.

64. RSS believes the Zoning Board of Appeals would be well within its power to find that RSS acted reasonably and continuously in reliance on prior zoning and actions of Town officials, such that a building permit should issue for the ICSC at the property based on Town zoning code as it existed prior to February, 2025.

65. In the event the Board should find otherwise, RSS submits that for the reasons detailed in the other documents submitted on this appeal, RSS has made a proper showing of unnecessary hardship from application of the Town's amended zoning code such a variance should be granted to allow for the ICSC at the Property.

66. In either instance, should the ZBA find that operational safeguards for ICSC are warranted, the Board may certainly impose reasonable conditions directly related to the proposed use rather than deny the Project outright. RSS is prepared to comply with reasonable conditions concerning intake, triage, screening, transport, law-enforcement and EMS coordination, discharge planning, staffing, security, and related operational matters, to the extent such conditions are consistent with OMH/OASAS licensure requirements and the Town's lawful authority.

67. I affirm under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: May 28 2026

Gaithersburg new York
[City, State]

William Devita
William Devita
CEO
REHABILITATION SUPPORT SERVICES, INC.

Sworn to before me this
28 day of may, 2026

Michelle E. Ciko
Notary Public

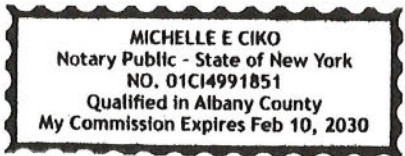


Exhibit 1



**Office of
Mental Health**

**Office of Addiction
Services and Supports**

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

CHINAZO CUNNINGHAM, MD
Commissioner

Request for Proposals
Grant Procurements
Intensive Crisis Stabilization Centers

(On-Line Submission Required)

January 2022

Table of Contents

1. Introduction and Background	4
1.1. Purpose of the Request for Proposal	4
1.2. Eligible Population	6
1.3. Bidder's Conference	6
2. Proposal Submissions	7
2.1. Designated Contact/Issuing Officer	7
2.2. Letter of Intent	7
2.3. Key Events/Timeline	7
2.4. Disposition of Proposals	7
2.5. Eligible Agencies	7
2.6. RFP Questions and Clarifications	8
2.7. Addenda to Request for Proposals	8
2.8. Disqualification Factors	8
2.9. Grants Gateway Requirement	9
2.10. Instructions for Bid Submission and Required Format	9
2.11. How to Submit a Proposal	10
2.12. Helpful Links	10
2.13. Instructions for completing the Workplan and Objectives in NYS Grants Gateway	11
3. Administrative Information	12
3.1. Reserved Rights	12
3.2. Debriefing	13
3.3. Protests Related to the Solicitation Process	13
3.4. Term of Contracts	13
3.5. Minority and Women Owned Business Enterprises	14
3.6. Participation Opportunities for New York State Certified Service Disabled Veteran Owned Business	15
3.7. Equal Opportunity Employment	16
3.8. Sexual Harassment Prevention Certification	17
3.9. Bid Response	17
3.10. Acceptance of Terms and Conditions	17
3.11. Freedom of Information Requirements	17
3.12. NYS and OMH/OASAS Policies	17
4. Evaluation Factors and Awards	18
4.1. Evaluation Criteria	18
4.2. Method for Evaluating Proposals	18
4.3. Process for Awarding Contracts	19
4.3.1. Initial Awards and Allocations	19
4.3.2. Contract Termination and Reassignment	19
4.4. Award Notification	19
5. Scope of Work	19
5.1. Introduction	19
5.2. Objectives and Responsibilities	20
5.3. Implementation	22
5.3.1. Capital Project Funds	24
5.4. Reporting, Quality Improvement, and Utilization Review	24
5.5. Operating Funding	25

6. Proposal Narrative	26
6.1 Equity	26
6.2 Population	28
6.3 Description of Program	29
6.4 Implementation	30
6.4.1 Capital Project Funds	32
6.5 Agency Performance	32
6.6 Reporting, Quality Improvement and Utilization Review	32
6.7 Financial Assessment	33

1. Introduction and Background

1.1. Purpose of the Request for Proposal

The New York State (NYS) Office of Mental Health (OMH) and Office of Addiction Services and Supports (OASAS), hereinafter the Offices, announce the availability of operational funds and state-aid for the development of 12 new Intensive Crisis Stabilization Centers (ICSCs) within the 10 economic development regions. The Offices are seeking to develop 3 Centers within the New York City economic development region and 9 Centers outside of New York City, one in each of the nine economic development regions listed below. It is expected that the ICSCs will have executed contracts by October 2022 and be operational by January 2023. Development of ICSCs will be in accordance with Article 36 of the Mental Hygiene Law (MHL) and the to-be-promulgated regulations of Title 14 NYCRR Part 600, regarding certified Crisis Stabilization Center Programs. NYS MHL Article 36 authorizes Crisis Stabilization Centers to be jointly certified by the NYS Office of Mental Health and the Office of Addiction Services and Supports.

NYS Economic Development Regions

Region	Counties
Capital Region	Albany, Columbia, Greene, Saratoga, Schenectady, Rensselaer, Warren, Washington
Central New York	Cayuga, Cortland, Madison, Onondaga, Oswego
Finger Lakes	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
Long Island	Nassau, Suffolk
Mid-Hudson	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
Mohawk Valley	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie
New York City	Bronx, Kings, New York, Richmond, Queens
North Country	Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence
Southern Tier	Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins
Western New York	Allegany, Cattaraugus, Chautauqua, Erie, Niagara

New York State is developing a comprehensive crisis response system, available to all New Yorkers, regardless of location of residence or ability to pay. This system will emphasize a person-centered continuum of care that enables individuals to enter and exit the system based on need. To this end, OMH and OASAS are committed to the development of increased, enhanced, and connected crisis services across the state composed of a telephonic triage through the implementation of 988, the continued support and development of mobile crisis teams, crisis residential programs, crisis stabilization centers, and other community services and supports.

There are two types of Crisis Stabilization Centers (CSCs) being developed by OMH and OASAS: Supportive Crisis Stabilization Centers (SCSCs) and ICSCs (ICSCs). This RFP is specific to the development of ICSCs (ICSC).

- **Supportive Crisis Stabilization Centers** means a center that provides support and assistance to individuals with mental health and/or substance use crisis symptoms. Services are for individuals experiencing challenges in daily life that do not pose a likelihood of serious harm. Such challenges may create risk for an escalation of behavioral health symptoms that cannot reasonably be managed in the person's home and/or community environment without on-site supports. SCSCs will provide voluntary services with an emphasis on peer and recovery support. SCSCs will also provide, or contract to provide, behavioral health stabilization services twenty-four hours per day, seven days per week. Recipients may receive services in a SCSC for up to twenty-four hours.
- **Intensive Crisis Stabilization Centers** means a center that provides urgent treatment to individuals experiencing an acute mental health and/or substance use crisis. ICSCs offer all services provided at a SCSC in addition to providing rapid access to services for acute symptoms to assist in diversion from a higher level of care, including medication treatment for management of substance use and mental health symptoms. ICSCs will provide voluntary crisis treatment services, with an emphasis on peer and recovery support, in a safe and therapeutic environment. ICSCs will also provide, or contract to provide, behavioral health stabilization and referral services twenty-four hours per day, seven days per week. Recipients may receive services in an ICSC for up to twenty-four hours.

ICSCs offer walk-in services to all individuals, including adults, children, adolescents, and families, 24/7, 365 days per year. All services are voluntary, person-centered, and trauma-informed, with an emphasis on peer and recovery-oriented support. Centers must ensure services are delivered in a comfortable and welcoming environment by staff from various disciplines, including but not limited to, Peer Specialists and Advocates, Credentialed Alcoholism and Substance Abuse Counselors (CASACs), Licensed Mental Health Professionals, Registered Nurses, Psychiatric Nurse Practitioners, and Psychiatrists. ICSC staff will be culturally competent, understanding and respecting everyone's personal preferences throughout their interactions.

ICSCs should form partnerships with other agencies within the crisis response system, including but not limited to mobile crisis providers, crisis residences, Supportive Crisis Stabilization Centers, law enforcement, EMS, and other community treatment and support services. The development and implementation of CSCs reflect the commitment of the Offices to enhance the development of a comprehensive crisis response system in NYS.

The Offices anticipate Title 14 NYCRR Part 600 will be re-posted for public comment by February 2022. The reposted Crisis Stabilization Program Regulation will be available at the links below. Draft Crisis Stabilization Program Guidance will be released at a later date and will be available using the links below:

Title 14 NYCRR Part 600:

https://omh.ny.gov/omhweb/policy_and_regulations/

[Laws and Regulations | Office of Addiction Services and Supports \(ny.gov\)](#)

Crisis Stabilization Program Guidance:

<https://omh.ny.gov/omhweb/bho/crisis-intervention.html>

[Laws and Regulations | Office of Addiction Services and Supports \(ny.gov\)](#)

1.2 Eligible Population

ICSCs are designed to serve all New Yorkers experiencing a mental health and/or substance use crisis in their service area regardless of age, ability to pay, or location of residence. This includes children, adolescents, adults, and families. Any individual who presents to an ICSC must be provided services. For recipients who require higher levels of care, ICSC staff will collaborate with the recipient and assist them in accessing the next level of care.

1.3 Bidder's Conference

A Bidder's Conference will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is highly encouraged but not mandatory.

The purpose of the Bidder's Conference is to:

- Provide additional description of the project; and
- Explain the RFP process

The details for the Bidders' Conference are as follows:

Date/Time – February 28, 2022 from 9:00 AM – 10:30 AM

Join from the meeting link :

<https://meetny.webex.com/meetny/j.php?MTID=m2a3ff01040ae2c840718f24cc8d938f4>

Join by phone

+1- POL 87(2)(a) - 2 USA Toll

Join by meeting number

Meeting number (access code): 1615 79 1362

Meeting password: EUj5yFJPv57

2. Proposal Submissions

2.1 Designated Contact/Issuing Officer

OMH and OASAS have assigned an Issuing Officer for this project. The Issuing Officer or a designee shall be the sole point of contact regarding the RFP from the date of issuance of the RFP until the issuance of the Notice of Conditional Award. To avoid being deemed non-responsive, an applicant is restricted from making contact with any other personnel of OMH and OASAS regarding the RFP. Certain findings of non-responsibility can result in rejection for a contract award. The Issuing Officer for this RFP, who shall coordinate on behalf of both OMH and OASAS, is:

Carol Swiderski
Contract Management Specialist 2
New York State Office of Mental Health
Contracts and Claims
44 Holland Avenue, 7th Floor
Albany, NY 12229

POL 87(2)(a) - 2

2.2 Letter of Intent

Agencies interested in responding to this Request for Proposal do not need to submit a Letter of Intent to Bid.

2.3 Key Events/Timeline

RFP Release Date	<u>1/28/22</u>
Bidders Conference	<u>2/28/22</u>
Questions Due	<u>3/10/22</u>
Questions and Answers Posted on Website	<u>3/31/22</u>
Proposals Due by 3:00 PM EST	<u>5/19/22</u>
Anticipated Award Notification	<u>6/16/22</u>
Anticipated Contract Start Date	<u>10/1/22</u>

2.4 Disposition of Proposals

All proposals received by the due date become the property of the Offices and shall not be returned. Any proposals received after the due date cannot be evaluated; therefore, such proposals will be disqualified from further consideration.

2.5 Eligible Agencies

Eligible applicants are not-for-profit agencies with 501(c) (3) incorporation that have experience providing mental health and substance use services to persons with serious mental illness and/or substance use disorders. If you are

unsure if your agency is an eligible applicant, contact the Issuing Officer identified above.

Applicants shall include information needed to demonstrate that the provider is currently licensed, certified or otherwise authorized by OMH, OASAS or the NYS Department of Health (DOH); in compliance with the application certification requirements of the Offices; and in good standing at the time of certification approval. For more information on the certification application and approval process, please refer to the to-be-promulgated regulations of Title 14 NYCRR Part 600.

Questions regarding eligibility will not be responded to by the Issuing Officer on an individual basis. All questions specific to eligibility will be incorporated into the list of Questions and Answers and be posted on the date indicated in Section 2.3.

2.6 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing to the Issuing Officer by e-mail to [REDACTED] POL 87(2)(a) - 2 [REDACTED] by 4:00 PM EST on 3/10/22, the "Questions Due" date indicated in Section 2.3. No questions can be submitted or will be answered after this date. No questions will be answered by telephone or in person.

The questions and official answers will be posted on the OMH and OASAS websites by 3/31/22.

2.7 Addenda to Request for Proposals

In the event that it becomes necessary to revise any part of the RFP during the application submission period, an addendum will be posted on the OMH and OASAS websites, the Grants Gateway and the NYS Contract Reporter.

It is the applicant's responsibility to periodically review the OMH and OASAS websites, the NYS Contract Reporter and Grants Gateway to learn of revisions or addendums to this RFP. No other notification will be given.

2.8 Disqualification Factors

Following the opening of bids, a preliminary review of all proposals will be conducted by the Issuing Officer or a designee to review each proposal's submission for completeness and verify that all eligibility criteria have been met. Additionally, during the proposal evaluation process, evaluators will also be reviewing eligibility criteria and confirming that they have been met. During the course of either of these review processes, proposals that do not meet basic participation standards will be disqualified. Grounds for disqualification include, but are not limited to:

- Proposals from applicants that do not meet the eligibility criteria as outlined in 2.5; or

- Proposals that do not comply with bid submission and/or required format instructions as specified in 2.11 or
- Proposals from eligible not-for-profit applicants who have not completed Vendor Prequalification, as described in 2.11, by the proposal due date of 3:00 PM EST on 5/19/22.

2.9 Grants Gateway Requirement

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the [Grants Gateway](#) and complete the Vendor Prequalification process in order for proposals to be evaluated and any resulting contracts executed.

Proposals received from eligible not-for-profit applicants who have not been Prequalified by the proposal due date of 5/19/22 cannot be evaluated; therefore, such proposals will be disqualified from further consideration.

Please do not delay in beginning and completing the prequalification process. The State reserves five (5) days to review submitted prequalification applications. Prequalification applications submitted to the State for review less than 5 days prior to the RFP due date and time may not be considered. Applicants should not assume their prequalification information will be reviewed if they do not adhere to this timeframe.

2.10 Instructions for Bid Submission and Required Format

Each proposal submission through the Grants Gateway is required to contain:

- Operating Budget (Appendix B)
- Budget Narrative (Appendix B1)

All applicants must be registered with the New York State Grants Gateway System (GGS) and all Not-for-Profit agencies must be prequalified prior to proposal submission.

If you are not already registered:

Registration forms are available at the GGS website:

<https://grantsmanagement.ny.gov/register-your-organization>

Include your SFS Vendor ID on the form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the website).

All registration must include an organization chart in order to be processed. When you receive your login information, log in and change your password.

If you are an applicant, and have problems complying with this provision, please contact the GGS help desk via email: POL 87(2)(a) - 2 --
OR -- by telephone: 1- POL 87(2)(a) - 2 .

2.11 How to Submit a Proposal

Proposals must be submitted online via the Grants Gateway by the date and time posted on the cover of this RFP. Tutorials (training videos) for use of the Grants Gateway (and upon user log in):

You must use Internet Explorer (11 or higher) to access the Grants Gateway. Using Chrome or Firefox causes errors in the Work Plan section of the application.

To apply, log into the Grants Gateway as a Grantee, Grantee Contract Signatory or Grantee System Administrator and click on the View Opportunities button under View Available Opportunities. To get started, in the Search Criteria, enter the Grant Opportunity name provided on the cover page of this RFP, select the Office of Mental Health as the Funding Agency and hit the Search button. Click on the name of the Grant Opportunity from the search results grid and then click on the APPLY FOR GRANT OPPORTUNITY button located at the bottom left of the Main page of the Grant Opportunity.

In order to access the online proposal and other required documents such as the attachments, you **MUST** be registered and logged into the NYS Grants Gateway system in the user role of either a “Grantee” or a “Grantee Contract Signatory” or a “Grantee System Administrator”.

The ‘Grantee’ role may **ONLY** Initiate and Save changes to the application such as add/update information to forms, upload documents while the user logged in as a ‘Grantee Contract Signatory’ or a ‘Grantee System Administrator’ role can perform all the tasks of Grantee role and in addition, can **SUBMIT** the application to the State. When the application is ready for submission, click the ‘Status Changes’ tab, then click the ‘Apply Status’ button under “APPLICATION SUBMITTED” before the due date and time.

For further information on how to apply, and other information, please refer to the Vendor User Manual document.

Reference materials and videos are available for Grantees applying to funding opportunities on the NYS Grants Gateway. Please visit the Grantee Documents section on Grants Management website.

Late proposals will not be accepted. Proposals will not be accepted via fax, e-mail, hard copy or hand delivery.

2.12 Helpful Links

Some helpful links for questions of a technical nature are below.

Grants Reform Videos (includes a document vault tutorial and an application tutorial) on YouTube:

<http://www.youtube.com/channel/UCYnWskVc7B3ajjOVfOHL6UA>

(Technical questions)

Grants Team Email (Proposal Completion, Policy and Registration questions): POL 87(2)(a) - 2 or by phone at POL 87(2)(a) - 2 .

2.13 Instructions for completing the Workplan and Objectives in NYS Grants Gateway

The Workplan Overview Form will be used to create the Work Plan portion of the contract. Some of the information requested will be duplicative of information provided earlier in the application. Be sure to follow the guidance provided below.

The Work Plan Period should reflect the anticipated contract period. Contracts will be approved for a five-year term.

The Project Summary section should include a high-level overview of the project as instructed.

The Organizational Capacity section should include the information requested regarding staffing and relevant experience of staff and any applicable consultants to be involved in undertaking the proposed project.

The Objectives and Tasks section should identify grantee-defined objectives and tasks that are relevant to the completion of the proposed project. To get started, add your first Objective Name and Description and then click the [SAVE] button at the top of the page. After hitting Save, a field for the Task Name and Task Description will show under the Objective box. Complete both fields and hit the [SAVE] button at the top of the page. After entering the Task information and clicking Save, you will now see a box for the Performance Measure information and a box to enter a second Task. Enter a Performance Measure Name and select the Performance Measure Data Capture Type from the dropdown box. The type you choose from the dropdown will show on the screen for you to complete. Once you've entered the name, data capture type and the text/integer/or date as applicable, click the [SAVE] button at the top of the page.

For Performance Measure Name restate the Objective then enter the narrative requested in the box below. Performance Measures are also grantee-defined and should reflect some measurable benchmark(s) in order to demonstrate adequate progress within the 18 months of the award date, as required by the RFP. Once entered, click Save. You may continue to add Objectives, Tasks and Performance Measures up to and including the max amount allowed by the state.

The online Workplan is essentially an outline/summary of the work associated with the Project(s) described in the sections above. Please note that if an application is selected for award, the Workplan will be subject to change and can be updated during the contract development/negotiation process.

Applicants should refer to Section 5.2.4 Grantee Defined Workplan in the [Vendor User Manual](#) for detailed instructions on how to complete the Workplan.

3. Administrative Information

3.1 Reserved Rights

OMH and OASAS reserve the right to:

- Reject any or all proposals received in response to the RFP that are deemed non-responsive or do not meet the minimum requirements or are determined to be otherwise unacceptable, in the agency's sole discretion;
- Withdraw the RFP at any time, at the agency's sole discretion
- Make an award under the RFP in whole or in part;
- Utilize any and all ideas submitted in the applications received;
- Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Disqualify an applicant that is not in good standing;
- Seek clarifications and revisions of proposals for the purposes of assuring a full understanding of the responsiveness to the requirements of this solicitation;
- Use proposal information obtained through the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Direct applicants to submit proposal modifications addressing subsequent RFP amendments;
- Amend the RFP specifications to correct errors or oversight, supply additional information, or extend any of the scheduled dates or requirements and provide notification to potential bidders via the OMH and OASAS websites, Grants Gateway and the New York State (NYS) Contract Reporter;
- Eliminate any non-material specifications that cannot be complied with by all the prospective applicants;
- Waive any requirements that are not material;
- Negotiate any aspect of the proposal with the successful applicant in order to ensure that the final agreement meets OMH objectives and is in the best interests of the State;
- Conduct contract negotiations with the next responsible applicant, should the agency be unsuccessful in negotiating with the selected applicant;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of the solicitation;
- Cancel or modify contracts due to insufficiency of appropriations, cause, convenience, mutual consent, non-responsibility, or a "force majeure";
- Make awards based on geographical or regional consideration to serve the best interests of the State;
- Make awards in a culturally humble and ethnically diverse manner as

determined necessary and appropriate in the sole discretion of OMH and OASAS to serve the best interests of the State;

- Accept applications after the due date for submissions, if OMH and OASAS in their sole discretion, determines there is good cause demonstrating the delay in submission was solely the result of an electronic submission process /systems error.

3.2 Debriefing

OMH and OASAS will issue award and non-award notifications to all applicants. Non-awarded applicants may request a debriefing in writing requesting feedback on their own proposal, within 15 business days of the OMH/OASAS dated letter. The Offices will not offer debriefing to providers who receive an award. The Offices will not offer ranking, statistical, or cost information of other proposals until after the NYS Office of the State Comptroller has approved all awards under this RFP. Written debriefing requests may be sent to the Designated Contact, as defined in Section 2.1.

3.3 Protests Related to the Solicitation Process

Protests based on errors or omissions in the solicitation process, which are or should have been apparent prior to the deadline for receipt of all written questions for this RFP, must be filed prior to the deadline for questions. In the event an applicant files a timely protest based on error or omission in the solicitation process, the Commissioners of OMH and OASAS or their designee(s) will review such protest and may, as appropriate, issue a written response or addendum to the RFP to be posted on the OMH and OASAS websites in the RFP section. Protests of an award decision must be filed within fifteen (15) business days after the notice of conditional award or five (5) business days from the date of the debriefing. The Commissioners, or their designee(s) will review the matter and issue a written decision within twenty (20) business days of receipt of protest.

All protests must be in writing and must clearly and fully state the legal and factual grounds for the protest and include all relevant documentation. The written documentation should clearly reference the RFP title and due date. Such protests must be submitted to both agencies:

New York State Office of Mental Health
Commissioner Ann Marie T. Sullivan, M.D.
44 Holland Ave
Albany, NY 12229

New York State Office of Addiction Services and Supports
Commissioner Chinazo Cunningham, M.D.
1450 Western Ave
Albany, NY 12203

3.4 Term of Contracts

The contracts awarded in response to this RFP will be for a five-year term. Selected applicants awarded a contract under this RFP will be required to adhere to all terms and conditions in the Offices Master Grant Contract.

3.5 Minority and Women Owned Business Enterprises

OMH and OASAS recognize it is their obligation to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBEs) and the employment of minority group members and women in the performance of contracts. In accordance with New York State Executive Law Article 15-A, the Offices hereby establish a 0% goal for Minority-owned Business Enterprise (MBE) participation, a 0% goal for Women-owned Business Enterprise (WBE) participation, based on the current availability of qualified MWBEs, on any award resulting from this solicitation in excess of \$25,000 for commodities and services or \$100,000 for construction. With respect to MWBEs, each award recipient must document its good faith efforts to provide meaningful opportunities for participation by MWBEs as subcontractors and suppliers in the performance of the project to be described in each grant disbursement agreement, and must agree that OMH may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at <https://ny.newnycontracts.com>. For guidance on how the Offices will determine a contractor's "good faith efforts", refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR § 142.13, each award recipient acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth herein and in its grant disbursement agreements, such finding constitutes a breach of contract, and the Offices may withhold payment from the award recipient as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the award recipient achieved the contractual MWBE goals; and (2) all sums paid to MWBEs for work performed or material supplied under the grant disbursement agreement.

By applying, an Applicant agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof in such form as OMH and OASAS shall require. Additionally, an Applicant may be required to submit the following documents and information as evidence of compliance with the foregoing:

- a. An MWBE Utilization Plan, which shall be submitted in conjunction with the execution of the grant disbursement agreement except as otherwise authorized by OMH and OASAS. Any modifications or changes to the MWBE Utilization Plan after the execution of the grant disbursement agreement must be reported on a revised MWBE Utilization Plan and submitted to the Offices.

The Offices will review the submitted MWBE Utilization Plan and advise the award recipient of OMH and OASAS acceptance or issue a notice of deficiency within 30 days of receipt.

- b. If a notice of deficiency is issued, the award recipient will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Issuing Officer, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OMH and OASAS to be inadequate, the Offices shall notify the award recipient and direct the award recipient to submit within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OMH and OASAS may refuse to enter into a grant disbursement agreement, or terminate an existing grant disbursement agreement resulting from this solicitation, under the following circumstances:

- i. If an award recipient fails to submit a MWBE Utilization Plan;
- ii. If an award recipient fails to submit a written remedy to a notice of deficiency;
- iii. If an award recipient fails to submit a request for waiver; or,
- iv. If OMH and OASAS determine that the award recipient has failed to document good faith efforts

The award recipient will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements may be made at any time during the term of the project but must be made no later than prior to the submission of a request for final payment under the grant disbursement agreement.

Each award recipient will be required to submit a Quarterly MWBE Contractor Compliance & Payment Report to OMH and OASAS over the term of the project, in such form and at such time as the Offices shall require, documenting the progress made toward achievement of the MWBE goals established for the project.

3.6 Participation Opportunities for New York State Certified Service Disabled Veteran Owned Business

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business (SDVOB), thereby further integrating such businesses into New York State's economy. OMH and OASAS recognize the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of contracts jointly issued by OMH and OASAS. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, applicants are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as proteges, or in other partnering or supporting roles.

OMH and OASAS hereby establish an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Applicant/Contractor would reference the directory of New York State Certified SDVOBs found at <https://ogs.ny.gov/Veterans>. Additionally, following any resulting Contract execution, Contractor would be encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development to discuss additional methods of maximizing participation by SDVOBs on the Contract.

It would be required that "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of a resulting awarded Contract as documented.

3.7 Equal Opportunity Employment

By submission of a bid or proposal in response to this solicitation, the Applicant/Contractor agrees with all terms and conditions of Master Contract for Grants, Section IV(J) – Standard Clauses for All New York State Contracts including Clause 12 – Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Applicant will be required to submit a Minority and Women-Owned Business Enterprises and Equal Opportunity Policy Statement, to the State Contracting Agency with their bid or proposal. To ensure compliance with this Section, the Applicant will be required to submit with the bid or proposal an Equal Opportunity Staffing Plan (Form # to be supplied during contracting process) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Contractor shall submit a Workforce Utilization Report, in such format as shall be required by the Contracting State Agency on a monthly or quarterly basis during the term of the contract. Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional and non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment status because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract,

leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

3.8 Sexual Harassment Prevention Certification

State Finance Law §139-I requires applicants on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees. Bids that do not contain the certification may not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a statement with their bid detailing the reasons why the certification cannot be made. A template certification document is being provided as part of this RFP. Applicants must complete and return the certification with their bid or provide a statement detailing why the certification cannot be made.

3.9 Bid Response

Neither the State of New York, OMH nor OASAS shall be responsible for the costs or expenses incurred by the applicant in preparation or presentation of the bid proposal.

3.10 Acceptance of Terms and Conditions

A bid, in order to be responsive to this solicitation, must satisfy the specifications set forth in this RFP. A detailed description of this format and content requirements is presented in Section 2.11 of this RFP.

3.11 Freedom of Information Requirements

All proposals submitted for the Offices' consideration will be held in confidence. However, the resulting contract is subject to New York State Freedom of Information Law (FOIL). Therefore, if an applicant believes that any information in its bid constitutes a trade secret or should otherwise be treated as confidential and wishes such information not be disclosed if requested, pursuant to FOIL (Article 6 of Public Officer's Law), the applicant must submit with its bid, a separate letter specifically identifying the page number(s), line(s), or other appropriate designation(s) containing such information explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an applicant to submit such a letter with its bid identifying trade secrets will constitute a waiver by the applicant of any rights it may have under Section 89(5) of the Public Officers Law relating to the protection of trade secrets. The proprietary nature of the information designated confidential by the applicant may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire bid be kept confidential is not advisable since a bid cannot reasonably consist of all data subject to a FOIL proprietary status.

3.12 NYS and OMH/OASAS Policies

The applicant/contractor must agree to comply with all applicable New York State, OMH and OASAS policies, procedures, regulations, and directives throughout the Term of the contract.

4. Evaluation Factors and Awards

4.1 Evaluation Criteria

All proposals will be rated and ranked in order of highest score based on an evaluation of each applicant's written submission as well as joint internal reviews conducted by OMH and OASAS.

The Evaluation will apply points in the following categories as defined in Section 6:

Technical Evaluation	Points
Equity	10
Population	10
Description of Program	18
Implementation	28
Agency Performance	8
Reporting and Quality Improvement	6
Financial	20
Total Proposal Points	100 Points

For a detailed description of evaluation criteria for the Technical Evaluation and the Financial Assessment components, see Section 6 (Proposal Narrative).

4.2 Method for Evaluating Proposals

Designated staff will review each proposal for completeness and verify that all eligibility criteria are met. A complete proposal shall include all required components as described in Section 2.11. If a proposal is not complete or does not meet the basic eligibility and participation standards as outlined in Section 2.5, the proposal will be eliminated from further review. The agency will be notified of the rejection of its proposal within 10 working days of the proposal due date.

Proposals will be conducted in two parts: Technical Evaluation and Financial Assessment. The technical evaluation committee, consisting of at least three evaluators, will review the technical portion of each proposal and compute a technical score. A financial score will be computed separately based on the operating budget and budget narrative submitted.

Evaluators of the Technical Evaluation component may then meet to discuss the basis of those ratings. Following the discussion, evaluators may independently revise their original score in any section. Once completed, final Technical Evaluation scores will then be recalculated, averaged, and applied to the final Financial Assessment score to arrive at final scores.

Any proposal not receiving a minimum average score of 70 will be eliminated from consideration.

In case of a tie in the scoring process, the proposal with the highest score on the Implementation (Section 6.3) of the Proposal Narrative will be ranked higher.

4.3 Process for Awarding Contracts

4.3.1 Initial Awards and Allocations

Proposals will be reviewed, scored and ranked, and awards will be made to the applicants with the highest score in each of the NYS Economic Development Region (EDR) (NYC will receive three (3) awards, the other EDRs will receive one (1) to assume the development and operation of ICSCs.

4.3.2 Contract Termination and Reassignment

There are a number of factors that may result in the contract being reassigned. These include but are not limited to, failure to meet start-up milestones, failure to maintain staff to client ratio, excluding referrals based on criminal or substance use history, or poor performance outcomes. A contractor will be provided notification if there is need for reassignment.

To reassign the contract, OMH and OASAS will go to the next highest ranked proposals.

4.4 Award Notification

At the conclusion of the procurement, notification will be sent to successful and non-successful applicants. All awards are subject to approval by the NYS Attorney General and the Office of the State Comptroller before an operating contract can be finalized.

OMH and OASAS reserve the right to conduct a readiness review of the selected applicant prior to the execution of the contract. The purpose of this review is to verify that the applicant is able to comply with all participation standards and meets the conditions detailed in its proposal.

5. Scope of Work

5.1 Introduction

New York State OMH and OASAS will make funds available for the development of 12 ICSCs throughout NYS: 3 Centers in the NYC economic development region; and 9 Centers outside of NYC, throughout the nine other economic development regions, as shown in the table in Section 1.1. Funds for this award will include one-time operational funds and limited state-aid. State-aid will be dependent on certification.

In addition to operational funds and state-aid, applicants awarded this RFP will be eligible to request capital funding. Capital funding will be available for up to \$1,000,000, to be spent within 12 months of contract execution. ICSC Providers must commit to meet start-up spending requirements, with the expectation that Centers will be operational and have the capability to bill for services upon licensure.

The selected Providers will establish ICSCs according to the Crisis Stabilization Center Program Guidance. See Section 1 of this document for a link to the draft guidance.

Both the proposed regulation and program guidance are *not* yet formally approved. While no substantive changes are anticipated in either the regulation or program guidance, ICSCs will be expected to comply with the final regulation and program guidance when promulgated and effective.

Applicants awarded this RFP will need to be in possession of an operating certificate jointly issued by the Offices to be able to operate an ICSC. In keeping with the provisions of MHL Article 36, the Provider must demonstrate its capacity to deliver OMH and OASAS jointly certified Crisis Stabilization Center services to all New Yorkers at risk of, or currently experiencing, a mental health and/or substance use crisis. ICSCs must have capacity to serve all presenting individuals, including adults and children/adolescents, twenty-four hours per day, seven days per week, 365 days per year.

Centers will collaborate with the OMH Field Offices, OASAS Regional Offices, Local Government Units (LGUs), law enforcement agencies, schools, hospitals, and other community programs and providers. Participation in county and community planning, including active collaboration in Community Service Boards and inclusion in Local Service Plans, will also be crucial to serve the community's needs.

ICSCs may be operated by or affiliated with hospitals and/or hospital affiliated programs. Additionally, Centers may be co-located with existing facilities and service providers, consistent with any applicable CMS requirements, including but not limited to, crisis residential services, mobile crisis services, outpatient clinics, inpatient rehabilitation or residential programs and/or other services such as Opioid Treatment Programs and Open Access Centers. CSC Providers considering development of an ICSC co-located or adjoined with an existing facility and/or service provider must ensure the Center operates in accordance with the Crisis Stabilization Program Guidance.

5.2 Objectives and Responsibilities

ICSCs must follow and adhere to the CSC Program Guidance to provide services that are voluntary, person-centered, and trauma-informed, with an emphasis on peer and recovery-oriented supports. Services will be provided in a welcoming and comforting environment that has the capacity to serve children, adolescents, adults, and families. Individuals may present to an ICSC as a walk-in or voluntary transport by law enforcement, EMS, and/or collaterals.

ICSCs will be adequately staffed with a multidisciplinary team. Staffing will have the ability to meet the needs of the service area and provide services for various levels of acuity. Staffing numbers will be based on the needs of operating a 24/7 facility and will reflect demographic data obtained on the service area.

Peers are integral to the crisis response and stabilization of recipients at ICSCs. The presence of a peer upon presentation to the Center helps to reduce an individual's stress associated with their presenting concerns and/or the stigma related to needing on-site services.

Additionally, peers may function as an advocate to the recipient throughout service delivery, providing support based on their expertise and personal experiences. Peer support is critical in ensuring Centers provide person-centered and recovery-oriented services. Peers will be available at all ICSCs to ensure recipients have their needs met in a comfortable, non-threatening environment. Recipients will have the option for peers to remain engaged throughout their stay to increase their level of comfort. Peers can also assist with resources and community linkages.

Staff with appropriate credentials and/or licensure will be available to screen and assess for level of acuity, including risk of harm to self, harm to others and overdose risk, by using appropriate evidence-based tools. Additionally, Centers will have staff with expertise in assessment of withdrawal from substances and providing withdrawal management, as clinically indicated, to assess for immediate or emerging needs for a higher level of detoxification based on a standard withdrawal assessment tool. ICSC staff will be knowledgeable of resources available in the community to address social determinants of health and the inherent disparities in such areas that include but are not limited to healthcare access, housing, employment status, and food security.

ICSCs provide services for all levels of acuity, within their staff's scope of practice and scope of services provided at the Center, including but not limited to the stabilization and treatment of acute mental health and/or substance use symptoms. The following services must be provided at the ICSC.

- Triage, screening, and assessment
- Therapeutic interventions
- Peer support
- Ongoing observation
- Care collaboration with a recipient's identified collaterals
- Discharge, aftercare planning and follow-up
- Psychiatric Diagnostic Evaluation and Plan
- Psychosocial Assessment
- Medication Management
- Medication for Addiction Treatment (MAT)
- Medication Administration and Monitoring
- Mild to Moderate Detoxification Services

ICSCs will serve all individuals who present, regardless of age and/or primary residence. Services are to be provided in order to meet the recipient's needs and should be discussed in collaboration with the recipient. All Centers will assess for level of acuity, including but not limited to suicide risk, overdose risk, risk of violence, substance use, health, and mental health needs, using evidenced-based screening and assessment instruments during the initial assessment, and throughout service delivery, as indicated. Centers will assist individuals with a wide array of presentations, including but not limited to housing needs, trauma, acute stress, family dynamics, anxiety, grief, and adjustment to major life events.

ICSCs will have the ability to serve the presentations described above and will also be equipped to serve individuals experiencing mild to moderate intoxication, those in need of mild to moderate detox, symptoms related to medication adjustments, assistance with medication administration and management, and individuals presenting with early stages of psychosis.

ICSCs must have procedures in place to inform what staff will do if acute safety concerns arise, (i.e., suggesting a recipient move to a quiet area, providing immediate support, calling for an ambulance, security, and/or 911 for assistance) For recipients who require a higher level of care, the ICSC must assist the individual with accessing the next level of care.

Discharge and aftercare planning are fundamental services that will begin when an individual presents to the ICSC and will be continuously discussed throughout the service period. Discharge and aftercare planning involve creating clear pathways for continuity of care. Continuity of care is critical to ongoing stabilization of the recipient. Throughout discharge planning, staff will assess and identify basic needs, including but not limited to emergency housing, food pantries, and community resources for connection and linkage.

All attempts will be made to provide aftercare appointment times with outpatient providers, programs, case managers, and intensive services prior to discharge. It is also strongly recommended that all Centers create, update, and/or share Wellness and Safety Plans consistent with recipient consent (see Program Guidance for reference). Centers will assist with transitions and arrange warm hand-offs, including transportation assistance, when possible, with aftercare providers and/or programs.

Follow-up services are essential to ensure recipients are supported and directly connected with the next level of care. All recipients will be offered follow-up services. Follow-up may include a phone call within twenty-four hours post discharge from the Center to check on referrals and aftercare appointments. Discussion of continuity of care and/or transitional services will be conducted in collaboration between ICSC staff and the recipient. Policies and procedures should reflect follow-up service processes. All efforts will be made to ensure recipients are connected to referred services and supports.

5.3 Implementation

ICSCs will be jointly licensed, monitored, and overseen by OMH and OASAS, in accordance Title 14 NYCRR Part 600.

According to Crisis Stabilization Center Program Guidance, Centers are required to employ an adequate number of professional staff. ICSC Providers will hire staff that have the qualifications to meet the needs of the service area and in a timeline that ensures coverage of 24/7 operations. All efforts will be made to hire and retain staff that reflect the diverse demographic profile of the community.

ICSCs will be overseen by a Medical Director (refer to definition of Medical Director in the regulation and program guidance). ICSC Providers are required by Title 14 NYCRR Part 600 to have at least one Psychiatrist or Psychiatric Nurse Practitioner, a Credentialed Alcoholism and Substance Abuse Counselor, and a Certified or Credentialed Peer Specialist on-duty and available at all times (refer to definition of on-duty in the regulation and program guidance). ICSCs must also have a Registered Nurse on-site twenty-four hours per day, seven days per week. Additional types, schedules, and numbers of staff should be based on projected volume and needs of recipients. Staffing plans will be formulated based on the foundation of the Crisis Stabilization Center Regulations, Program Guidance and the needs of the service area.

Centers must provide ongoing and emergency supervision by qualified staff. ICSC Providers will maintain a plan for regular supervision of all staff members described in the staffing plan.

ICSC Providers will develop a training plan that includes but is not limited to the training components outlined in the Crisis Stabilization Program Guidance. ICSC Centers will create policies and procedures to provide and monitor staff training within specified time frames. Trainings should be continuously reviewed and updated based on the needs and changes of the catchment area. Providers will arrange training for their staff as required as an OMH/OASAS jointly licensed Crisis Stabilization Center.

ICSCs will establish working relationships with community agencies in their service area. Memorandums of Understanding (MOU) must be obtained with programs described in Crisis Stabilization Center Regulations and Program Guidance to facilitate rapid access and linkages to follow-up services. Partnerships must include providers and programs within the crisis response system.

Additional relationships will be established with community partners including but not limited to law enforcement, EMS, local hospitals, inpatient rehabilitation, residential and detoxification facilities, community-based providers, harm reduction programs, health homes, local housing programs, and other community-based services to ensure individuals are referred to and connected with the appropriate follow-up services based on their preference and need.

ICSCs will have the ability to meet billing requirements described in Program Guidance. All individuals who present will receive voluntary services, regardless of ability to pay. ICSCs and MCOs will work collaboratively to facilitate discharge and aftercare planning, where applicable.

ICSCs must maintain a welcoming and comforting environment that has the capacity to serve children, adolescents, adults, and families in accordance with Part 600 and Program Guidance. Centers will be designed to provide separate waiting areas and service delivery areas to individuals under the age of 18. Physical spaces should include privacy areas and/or privacy options for families and individuals who require additional accommodations. The Center must be reasonably maintained to accommodate all recipients including but not limited to individuals with developmental and intellectual disabilities, physical disabilities, language access needs, and visual impairment and blindness.

Centers will maintain case records in accordance with state and federal confidentiality and privacy laws, rules and regulations in the to-be-promulgated regulations of Title 14 NYCRR Part 600, and Program Guidance.

5.3.1 Capital Project Funds

To assist in capital improvements for the implementation of certified ICSCs, OMH will provide up to \$1,000,000 in capital funding to RFP awardees upon request, under a separate capital contract. Capital improvements will vary widely depending on the programmatic changes proposed by each bidder. Note these funds may not be used for acquisition and must be expended within 12 months of executing the capital contract.

The table below is not an exhaustive list of eligible expenses. However, any expenses not listed on the table below are subject to the approval by OMH.

Category of Expense	Allowable Costs
Construction	Site work, Construction, contingency,
Design	Architect fees
Administration	Legal fees, accounting fees,
Other	Permits, site testing, insurance, owner's representative

5.4 Reporting, Quality Improvement, and Utilization Review

ICSCs must comply with all OMH fiscal reporting requirements as outlined in the [Aid to Localities Spending Plan Guidelines](#).

ICSC providers are required to adhere to the incident reporting requirements under the Justice Center in accordance with MHL Section 31.35 and 14 NYCRR 550 and use of the New York Incident Management Reporting System (NIMRS).

Centers must ensure staff complete background checks as part of the hiring process in accordance with to-be promulgated Title 14 NYCRR Part 600 and program guidance.

ICSCs will be required to maintain accurate reporting and case records according to Regulation and Program Guidance.

ICSC Providers must have a quality, supervisory, and operational infrastructure to support submitting monthly reports to OMH and OASAS regarding all enrolled clients, including presentation and discharge dates, characteristics of individuals served, referral source, services provided, discharge plan, disposition, and follow-up. Information will also be submitted regarding performance indicators demonstrating that recipients' continuity of care has been assured. The Offices will provide Centers with a template of the data items required for reporting for manual or bulk data entry.

OMH and OASAS will work to minimize reporting burden overtime by developing interoperability options to avoid duplicate data entry. The offices plan to leverage data directly with the ICSC Electronic Health Records (EHRs). EHR is expected to have an HL7 FHIR®/ CCD/ CSV or similar web service for seamless direct integration of data.

Providers will be expected to participate in an active learning community, in collaboration with the Offices, to review progress, outcomes and develop best practices for Crisis Stabilization Centers. Learning community activities will involve, at a minimum, quarterly meetings with the Offices and key stakeholders to assure that the Center staff are serving the community and that individual and program-wide concerns can be quickly addressed.

ICSC Providers will have a systemic approach for self-monitoring and ensuring ongoing quality improvement of services, including analyzing utilization review findings and recommendations. Areas for quality improvement may include not only provision of services while at the ICSC, but also referrals, follow-up attempts, and recipient feedback. Findings will inform the ICSC's overall quality improvement plan. Providers should ensure continuous quality improvement of services and development of the Center, including regular monitoring and evaluation of outcomes. Providers will participate in site visits from OMH, OASAS, and the New York City Department of Health and Mental Hygiene (DOHMH) where applicable.

5.5 Operating Funding

Providers will be funded through net deficit and Medicaid funding.

Start-up funds will be allocated in the first year of the contract (\$1.67M) and can be spent over two years. Additionally, there will be ongoing net deficit support of \$1.4M per Center annually.

Crisis Stabilization Center providers will also be expected to bill Medicaid.

The annual expected Medicaid revenue per Center is as follows:

ICSC Upstate - \$2,752,574

ICSC Downstate - \$3,155,913

Please note that downstate includes NYC, Dutchess, Nassau, Orange, Suffolk, Westchester, Rockland and Putnam Counties.

6. Proposal Narrative

When submitting proposals for funding under this RFP, the narrative must address all components listed below, in the following order. Please be clear and concise in your response. Not all questions need to fill the full character allowance. Separate proposals must be submitted for each program that is proposed. Agencies will use only the space available in Grants Gateway.

6.1 Equity

- Entity's Commitment to Equity and the Reduction of Disparities in Access, Quality, and Outcomes for Marginalized Populations.
 - a. Provide the Center's mission statement, including information about the intent to serve individuals from marginalized/underserved populations.
 - b. Identify the management level person responsible for coordinating/leading efforts to reduce disparities in access, quality, and treatment outcomes for marginalized populations in your service area. This includes activities related to diversity, inclusion, equity, cultural/linguistic competence. Information provided should include the individual's title, organizational positioning, education, and relevant experience.
 - c. Provide the diversity, inclusion, equity, cultural/linguistic competence plan as outlined in the [National CLAS Standards](#) for the ICSC. Note - plan format should use the SMART framework (Specific, Measurable, Achievable, Realistic, and Timely). The plan should include information in the following domains: workforce diversity (data informed recruitment), workforce inclusion, reducing disparities in access, quality, and treatment outcomes in patient population, soliciting input from diverse community stakeholders and organizations).
 - d. Describe the process by which the diversity, inclusion, equity, cultural/linguistic competence plan was created using stakeholder input from behavioral health service users and individuals from marginalized/underserved populations. Additionally, describe how the plan will be regularly reviewed and updated.
 - e. Describe the demographic makeup of the population in the catchment area using available data (race/ethnicity/gender/sexual orientation/language). Additionally, please describe how this data will be used to shape decisions pertaining to the recruitment and hiring of staff, policies, trainings, and the implementation of best practice approaches for

serving individuals from marginalized/underserved populations.

- Organization Equity Structure

- a. Describe the Center's planned committees/workgroups that will focus on efforts to reduce disparities in access, quality, and treatment outcomes for marginalized populations (diversity, inclusion, equity, cultural/linguistic competence). Please also describe the membership of these committees/workgroups (organizational positioning). Include:
 - i. how committees/workgroups review services/programs with respect to cultural competency issues within the entity;
 - ii. how this group corresponds and collaborates with the quality assurance/quality improvement/compliance parts of the organization;
 - iii. how committees/workgroups participate in planning and implementation of services within the entity;
 - iv. how committees/workgroups transmit recommendations to executive level of entity;

Note - it is important to describe membership of representatives from the most prevalent cultural groups to be served in this project.

- Equity Training Activities

- a. Describe the training strategy to address topics related to diversity, inclusion, cultural competence, and the reduction of disparities in access, quality, and treatment outcomes for marginalized/underserved populations. These include trainings about implicit bias, diversity recruitment, creating inclusive work environments, providing languages access services.

- Workforce Diversity and Inclusion

- a. Describe efforts to recruit, hire, and retain staff from the most prevalent cultural group of service users. This includes a description of:
 - i. a documented data driven goal to recruit, hire and retain direct service/clinical, supervisory, and administrative level staff who are from or have had experience working with the most prevalent cultural groups of ICSC service users;
 - ii. current staffing levels of direct service/clinical staff members who are from or have experience working with the most prevalent cultural groups of its service users;
 - iii. current staffing levels of supervisors who are from or have experience working with the most prevalent cultural groups of its service users;
 - iv. and current staffing levels of administrative staff members who are from or have experience working with the most prevalent cultural groups of its service users.

- v. Include information about employment postings on platforms and in places specifically designed to hire diverse individuals, the use of language in employment posting(s) that illustrate the Center is seeking to recruit diverse candidates, and efforts to retain diverse employees use of best practice approaches to mitigate bias in interview/hiring processes.

- **Language Access**

- a. Describe efforts to meet the language access needs of the recipients served by this project (limited English proficient, Deaf/ASL). This information should include the use of data to identify the most prevalent language access needs, availability of direct care staff who speak the most prevalent languages and the provision of best practice approaches to provide language access services (i.e., phone, video interpretation). Also include information about efforts to ensure all staff with direct contact with recipients are knowledgeable about using these resources. Additionally, provide information about the plan to provide key documents and forms in the languages of the most prevalent cultural groups of its service users (consent forms, releases of information, medication information, rights, and grievances procedures).

This section should also include information related to:

- i. Addressing other language accessibility needs (Braille, limited reading skills).
- ii. Service descriptions and promotional material.

6.2 Population

- a. Describe where the center will be located and the service area. Using available quantitative data, describe the need for a Crisis Stabilization center in your area, including projected number of individuals served per month and the method used to project this number.
 - i. Describe your understanding of the service needs and approach for addressing the needs of children, adolescents, families, and adults experiencing a crisis, including those who may have limited support networks and/or resources, and who may not otherwise be engaged in traditional services.
- b. Provide a detailed narrative of the center location and community amenities such as public transportation, parking, and surrounding environment. Include a description of the lot size and/or building.
 - i. If planning to be co-located with an established facility and/or service provider, please identify the facility and/or service provider name and location. Include partnership(s) and how the co-location will benefit the served populations and/or

expand services provided at the Center. If planning a stand-alone or free-standing facility, please respond N/A to this question.

- c. Describe and demonstrate experience in engaging children, adolescents, families, and adults experiencing a mental health and/or substance use crisis and acute/complex trauma in the community. Provide a description of the engagement practices and strategies to be used and targeted to meet the needs of the populations being served.

6.3 Description of Program

Responses should be consistent with the Crisis Stabilization Program Guidance **but should not be a reiteration of the Guidance**. Responses should describe how your agency would meet these areas following the Crisis Stabilization Program Guidance.

- a. Describe the plan for providing crisis services on a 24 hour per day, 7 day per week basis. Provide a narrative/plan describing how an individual will move through the Center when they present for services (i.e., who will be responsible for greeting, triaging, assessing, etc.).
 - i. Include a narrative describing how staff will work as a multidisciplinary team, including peers and other staff.
 - ii. Describe methods used for greeting, triaging/screening, and assessing recipients.
- b. Describe how the Center will provide and/or contract to provide each of the following services:
 - Triage, screening, and assessment
 - Therapeutic interventions
 - Peer support
 - Ongoing observation
 - Care collaboration with a recipient's identified collaterals
 - Discharge, aftercare planning and follow-up
 - Psychiatric Diagnostic Evaluation and Plan
 - Psychosocial Assessment
 - Medication Management
 - Medication for Addiction Treatment (MAT)
 - Medication Administration and Monitoring
 - Mild to Moderate Detoxification Services
- i. Describe the tools, strategies, and therapeutic approaches that the Center will use to provide these services – including methods to assess for level of acuity, risk of harm to self, risk of harm to others, and overdose risk.

- ii. Describe how medications will be managed, stored, and administered.
- c. Describe the treatment/intervention approaches that will be utilized for children and adolescents. The approach should include the Center's relationship with local school districts and colleges, Child Protective Services, and pediatricians/primary care providers. Outline how the treatment/intervention approach for children and adolescents will differ from the treatment approach for adults.
- d. Describe the methods and approaches the Center will use to promote and enforce that services provided are voluntary, person-centered, trauma informed and recovery-oriented, to all individuals that may present with a range of needs and acuity.
 - i. Explain how the Center will address complex situations, including high levels of acuity that may require hospitalization, including but not limited to inpatient psychiatric care, inpatient rehabilitation care, or inpatient detox. Include methods and approaches for internal approval, as well as internal and external warm handoffs.
 - ii. Include a description of how the Center plans to develop a safe, comforting, and welcoming environment for children, adolescents, families, and adults.
- e. Describe methods for developing referral and follow-up systems. Explain how partnerships will be utilized in this planning – including relationships with case managers, peer organizations, and advocate services.
 - i. Describe the approach that will be used to ensure successful transitions to next level of care (when necessary) and other community-based services. Include strategies the Center will utilize when there is not an available service and/or appropriate next level of care.

6.4 Implementation

Responses should be consistent with the Crisis Stabilization Program Guidance **but should not be a reiteration of the Guidance**. Responses should describe how your agency would meet these areas following the Crisis Stabilization Program Guidance. In responding, delineate the important activities and associated timeframes. The plan should be consistent with the timeframes that contract is approved by October 1, 2022 and the program is operational by January 2023.

- a. Provide a plan for how the Center will establish partnerships with other components of the coordinated crisis response system in their area of coverage, including mobile crisis providers, crisis residences, and other

Crisis Stabilization Centers. Include a narrative describing how the Center will establish partnerships with other providers and services including law enforcement, EMS, hospitals, inpatient and outpatient providers, and other community services.

- i. Provide a list of programs and entities the Center will partner with in their service area to ensure there are linkages to services and next level of care when needed. Describe how the Center plans to engage these providers, services and/or entities.
 - ii. Provide a list of existing working relationships, including plans for sustaining and retaining those partnerships as well as the nature of the partnership (such as existing memoranda of understanding or formal agreements).
- b. Provide a staffing plan that includes coverage of peak and off-peak, 24/7 staffing. Include method(s) for projecting peak and off-peak hours. Provide a brief description of the roles and responsibilities of each staff member – including specific skills and level of experience expected of each staff member.
 - i. Include plans and strategies to retain and support staff in a demanding environment.
 - ii. Provide plans for regular staff supervision and what will be included as part of supervision.
 - iii. Provide details of how leadership will obtain, retain, and support staff during periods of workforce shortages and health crisis.
- c. Describe the services that on-call providers/staff will provide. Provide strategies and methods for utilizing on-call staff, including expected response time(s) based on the geography of the service area and needs of the populations being served.
 - i. Additionally, describe the services that telehealth providers/staff will provide. Provide strategies and methods for utilizing telehealth staff, including expected response time(s) based on the Centers ability to provide telehealth services (i.e. equipment and bandwidth). Include plans for how the Center will engage the recipient when services are delivered via telehealth and how on-site staff members will assist.
- d. Describe how the Center will develop a physical space that is comfortable and practical relative to equipment and administrative oversight – including medication administration. Include potential barriers the Center may face operating and maintaining a 24/7 facility and how the Center plans to overcome those challenges.

- e. Describe the method/system that will be used to maintain case records consistent with state and federal rules regarding the confidentiality of protected information, including how case records will be securely stored.
- f. Describe how the Center will proactively prepare for and actively advocate for the safety and wellness of participants during a mental health and/or substance use crises (individual service plans, wellness, and safety plans). Include emphasis on clients whose racial, ethnic or gender identities are known to increase risk of potentially harmful encounters with the emergency response system (i.e., police, EMS).

6.4.1 Capital Project Funds

If the Provider does not plan to utilize/request capital funds, please respond N/A to the following questions.

- g. For capital funding, provide the following:
 - i. A detailed narrative explanation of the proposed scope of work to be funded using capital money to implement physical plant changes and/or modifications. Note these funds may not be used for acquisition and must be expended within 12 months of the award. Section 5 includes examples of allowable expenditures.
 - ii. A timeline showing how the funds will be expended within 12 months of the capital contract execution, as requested by the RFP.

6.5 Agency Performance

- a. Provide a brief summary of the Provider's experience developing, implementing, and providing physical health, mental health and substance use crisis services. Include general experience as well as experience within the scope of services and supports described in the Program Guidance, if applicable. Include services for which the Provider is licensed or certified (if applicable), and the population(s) served. Describe how these experiences demonstrate the Provider's experience and qualification for operating an ICSC.
- b. Describe the Center's planned organizational structure and the administrative and supervisory support for clinical and direct care services to be provided by ICSC staff – including the governing body, and any advisory body that supports the organization and effective service provision.

6.6 Reporting, Quality Improvement and Utilization Review

- a. Describe and demonstrate the effectiveness of the proposed approach to self-monitoring and ensuring ongoing quality improvement for the ICSC,

including incorporation of findings based on the regular monthly metrics that are collected. In addition, describe how the Center will link its QI activities to its participation in the active learning community collaboration.

b. Provide the following:

- i. **If the Center has an EHR:** A description of the current provider Electronic Health Record (EHR) environment. Include a narrative of how funds will be used to enhance the EHR to collect the required data elements and to support an interoperability system. Include if funding will be used to enhance the EHR system.
- ii. **If the Center does not have an EHR:** A description of how the Center will establish an EHR environment, including funding that may be used to create the EHR to collect required data elements that support interoperability, thus minimizing duplicate data entry for staff.

c. Describe how the Center will use digital technology to support recipient engagement in care. Technology supports include tools and resources for identifying potential service users, communicating and responding to referral sources, communicating with recipients and key support persons, discharge planning, and transition planning. Include description of digital tools available to staff as well as those available to service users.

6.7 Financial Assessment

- a. The proposal must include a 5-year Budget (Appendix B). \$1.4M is available annually, as well as start-up funds totaling \$1.67M. Note that administrative costs cannot be more than 15 %. Any travel costs included in the Budget must conform to New York State rates for travel reimbursement. Applicants should list staff by position, full-time equivalent (FTE), and salary.
- b. Describe how your agency manages its operating budget. Also, applicants must complete a Budget Narrative (Appendix B1) which should include the following:
 1. detailed expense components that make up the total operating expenses;
 2. the calculation or logic that supports the budgeted value of each category; and,
 3. description of how salaries are adequate to attract and retain qualified employees.

Exhibit 2



June 1, 2022

John Paduano
Rehabilitative Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

Re: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear John Paduano,

MVP Health Care understands that Rehabilitative Support Services (RSS), in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, is requesting funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services.

The Crisis Stabilization Centers are part of a comprehensive crisis response system that includes mobile crisis teams, crisis residential programs, and other community services and supports.

We understand through planning discussions that your proposal outlines a phased-approach to establish a 24-7 crisis stabilization center that will serve adults and children experiencing mental health and substance use-related crises.

This center will fill a critical gap in the mental health and substance use crisis infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care including unnecessary emergency room visits. The center will increase access to life-saving Medication Assisted Therapies (MAT), peer support and provide referral and follow-up services to ensure people continue to receive the support they need post discharge.

As such, we are in full support of the phased approach proposed by RSS and partners to the Intensive Crisis Stabilization Center RFP.

Sincerely,

A handwritten signature in black ink that reads "C. Clancy".

Catherine Clancy
Chief Operations Officer



PATRICIA A. FAHY
Assemblymember 109th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Banks

COMMITTEES
Environmental Conservation
Economic Development
Higher Education
Transportation

CAUCUSES & TASK FORCES
Legislative Women's Caucus
Task Force on Women's Issues

May 23, 2022

John Paduano
Rehabilitative Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

Re: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear John,

I'm so encouraged to learn of Rehabilitative Support Services (RSS) proposal to work in partnership to provide a 24-7 crisis stabilization center. The partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA to request funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services is an important opportunity to leverage real change.

Your proposal outlines an innovative phased-approach to establish a 24-7 crisis stabilization center that will serve adults and children experiencing mental health- and substance use-related crises. Our Capital Region is in dire need of these services and your leadership with area partners fills a critical gap in in the mental health and substance use crisis infrastructure.

This center will create an important alternative, when appropriate, to hospital-based crisis care; increasing access to life-saving Medication Assisted Therapies (MAT); increasing access to peer supports; and supporting engagement in ongoing treatment.

I'm in full support of this partnership and the approach proposed by RSS and partners to the Intensive Crisis Stabilization Center RFP. Best of luck in its review and do let us know how else our office can assist.

Sincerely,

Patricia Fahy, 109th District



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET, SECOND FLOOR
ALBANY, NEW YORK 12202
POL 87(2)(a) - 2 FAX POL 87(2)(a) - 2
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Daniel C. Lynch, Esq.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

June 1st, 2022

John Paduano
Chief Operating Officer
Rehabilitation Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

Re: Collaborative Intensive Crisis Stabilization Center Proposal

Dear Mr. Paduano,

The Albany County Department of Mental Health (ACDMH) understands that Rehabilitation Support Services, in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, is submitting a proposal and requesting funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services.

Further, we understand through planning discussions that your proposal outlines a phased-approach to the establishment of a 24/7 crisis stabilization center that will serve adults, as well as children and adolescents, experiencing behavioral health crises.

This proposed crisis stabilization center will address a critical gap that currently exists in the behavioral health infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care; by increasing access to life-saving Medication Assisted Therapy (MAT); by increasing access to peer supports; and, by supporting linkage and engagement in ongoing treatment.

In my capacity as Albany County Mental Health Commissioner and Director of Community Services (DCS), I am pleased to offer my full support for this collaborative proposal without reservation.

Respectfully,

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services

**THE SENATE
STATE OF NEW YORK**



NEIL D. BRESLIN

SENATOR, 44TH DISTRICT

VICE PRESIDENT PRO TEMPORE

CHAIR

INSURANCE COMMITTEE

CO-CHAIR

LEGISLATIVE ETHICS COMMISSION

MEMBER

LEGISLATIVE COMMISSION ON RURAL
RESOURCES

COMMITTEES

BANKS

ETHICS AND INTERNAL GOVERNANCE

FINANCE

CITIES 2

JUDICIARY

RULES

May 25, 2022

John Paduano
Rehabilitative Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

Re: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear Mr. Paduano:

It is my understanding that Rehabilitative Support Services (RSS), in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, is requesting funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services.

I understand through planning discussions that your proposal outlines a phased-approach to establish a 24-7 crisis stabilization center that will serve adults and children experiencing mental health- and substance use-related crises.

This center will fill a critical gap in the mental health and substance use crisis infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care; increasing access to life-saving Medication Assisted Therapies (MAT); increasing access to peer supports; and supporting engagement in ongoing treatment.

As such, I am in full support of the phased approach proposed by RSS and partners to the Intensive Crisis Stabilization Center RFP.

Sincerely,

A handwritten signature in black ink that reads "Neil D. Breslin".

Neil D. Breslin
Member of Senate





June 1, 2022

John Paduano
Rehabilitative Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

RE: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear John Paduano:

Equinox, Inc. understands that Rehabilitative Support Services (RSS), in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, is requesting funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services.

We understand through planning discussions that your proposal outlines a phased-approach to establish a 24-7 crisis stabilization center that will serve adults and children experiencing mental-health – and substance use-related crises.

This center will fill a critical gap in the mental health and substance use crisis infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care; increasing access to life-saving Medication Assisted Therapies (MAT); increasing access to peer supports; and supporting engagement in ongoing treatment.

As such, we are in full support of the phased approach proposed by RSS and partners to the Intensive Crisis Stabilization Center RFP.

Respectfully,

A handwritten signature in black ink that reads "Kathryn Fletcher". The signature is fluid and cursive.

Kathryn Fletcher
CEO
Equinox, Inc.



JOHN T. McDONALD III
Assemblymember 108th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

VICE CHAIR
Majority Steering

COMMITTEES
Alcoholism and Drug Abuse
Higher Education
Insurance
Local Governments
Real Property Taxation
Ways and Means

May 23, 2022

John Paduano
Rehabilitative Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

Re: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear John Paduano,

I understand that Rehabilitative Support Services (RSS), in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, is requesting funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services.

I understand through planning discussions that your proposal outlines a phased-approach to establish a 24-7 crisis stabilization center that will serve adults and children experiencing mental health- and substance use-related crises.

This center will fill a critical gap in the mental health and substance use crisis infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care; increasing access to life-saving Medication Assisted Therapies (MAT); increasing access to peer supports; and supporting engagement in ongoing treatment.

As such, I am in full support of the phased approach proposed by RSS and partners to the Intensive Crisis Stabilization Center RFP.

Sincerely,

Member of Assembly
John T. McDonald III, RPh



**RENSSELAER COUNTY
DEPARTMENT OF MENTAL HEALTH**

Steven F. McLaughlin
County Executive

Katherine G. Alonge-Coons LCSWR
Commissioner

May 20, 2022

Mr. John Paduano
Rehabilitative Support Services, Inc.
5172 Western Turnpike
Altamont, NY 12009

Re: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear John Paduano,

The Rensselaer County Local Government Unit (LGU) is pleased to provide a letter of support for the collaborative efforts of: Rehabilitative Support Services (RSS), in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, in submission of the proposal for the development of a Capital Region Crisis Stabilization Center. The Rensselaer County Department of Mental Health is a member of the Capital Behavioral Health Network and through this affiliation will among the network of services in this collaboration.

The LGU has participated in some of the planning discussions regarding this proposal and endorses the phased-approach to establishing a 24-7 crisis stabilization center which will serve adults, children and youth experiencing mental health and substance use-related crises.

The Capital Region is currently facing great challenges in providing capacity for crisis evaluations in Emergency Department settings. Many of the persons accessing the Emergency Department behavioral health crisis services could utilize the proposed Crisis Stabilization Center for evaluation and stabilization. This is evident by the high numbers of those Emergency Department based crisis visits that do not result in inpatient admission. This center will fill a critical gap in the mental health and substance use crisis infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care; increasing access to life-saving Medication Assisted Therapies (MAT); increasing access to peer supports; and supporting engagement in ongoing treatment.

The Rensselaer County Local Government Unit looks forward to RSS and collaborative partners, receiving the NYS OMH approval of proposal in the establishment of a Capital Region Crisis Stabilization Center through a phased in approach.

Respectfully,

Handwritten signature of Katherine G. Alonge-Coons.
Katherine G. Alonge-Coons LCSWR
Commissioner

"Providing quality care to empower and help all persons."

NED PATTISON RENSSELAER COUNTY GOVERNMENT CENTER
1600 7th AVENUE, TROY, NEW YORK 12180
PHONE: (POL 87(2)(a))- FAX: (518) POL



County of Schenectady
NEW YORK

Darin Samaha
Director

OFFICE OF
COMMUNITY SERVICES
797 Broadway, Suite 304
Schenectady, New York 12305

Phone **POL 87(2)(a)**
Fax **POL 87(2)(a)**

May 18, 2022

Mr. John Paduano
Rehabilitative Support Services
5172 Western Turnpike
Altamont, NY 12009

Re: Letter of Support – Collaborative Intensive Crisis Stabilization Center Proposal

Dear Mr. Paduano

The Schenectady County Office of Community Services understands that Rehabilitative Support Services (RSS), in partnership with Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and the Capital Behavioral Health Network IPA, is requesting funding through the Intensive Crisis Stabilization Center RFP issued jointly by the NYS Office of Mental Health and the NYS Office of Addiction Supports and Services.

We understand through planning discussions that your proposal outlines a phased-approach to establish a 24-7 crisis stabilization center that will serve adults and children experiencing mental health and substance use-related crises.

This center will fill a critical gap in the mental health and substance use crisis infrastructure in our region by creating an alternative, when appropriate, to hospital-based crisis care; increasing access to life-saving Medicaid Assisted Therapies (MAT); increasing access to peer supports; and supporting engagement in ongoing treatment.

As such, we are in full support of the phased approach proposed by RSS and partners to the Intensive Crisis Stabilization Center RFP.

Sincerely,

A handwritten signature in black ink, appearing to read "Darin Samaha", is written over a large, stylized loop.

Darin Samaha
Director

Exhibit 3



**Office of
Mental Health** | **Office of Addiction
Services and Supports**

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

CHINAZO CUNNINGHAM, MD
Commissioner

Request for Proposals
Grant Procurements
Intensive Crisis Stabilization Centers

(On-Line Submission Required)

November 2022

Table of Contents

1. Introduction and Background	4
1.1. Purpose of the Request for Proposal	4
1.2. Eligible Population	6
1.3. Bidder's Conference	6
2. Proposal Submissions	6
2.1 Designated Contact/Issuing Officer	6
2.2 Letter of Intent	7
2.3 Key Events/Timeline	7
2.4 Disposition of Proposals	7
2.5 Eligible Agencies	7
2.6 RFP Questions and Clarifications	8
2.7 Addenda to Request for Proposals	8
2.8 Disqualification Factors	8
2.9 Grants Gateway Requirement	8
2.10 Instructions for Bid Submission and Required Format	9
2.11 How to Submit a Proposal	9
2.12 Helpful Links	10
2.13 Instructions for completing the Workplan and Objectives in NYS Grants Gateway	10
3. Administrative Information	11
3.1 Reserved Rights	11
3.2 Debriefing	12
3.3 Protests Related to the Solicitation Process	13
3.4 Term of Contracts	13
3.5 Minority and Women Owned Business Enterprises	13
3.6 Participation Opportunities for New York State Certified Service Disabled Veteran Owned Business	15
3.7 Equal Opportunity Employment	15
3.8 Sexual Harassment Prevention Certification	16
3.9 Bid Response	17
3.10 Acceptance of Terms and Conditions	17
3.11 Freedom of Information Requirements	17
3.12 NYS and OMH/OASAS Policies	17
4. Evaluation Factors and Awards	17
4.1 Evaluation Criteria	17
4.2 Method for Evaluating Proposals	18
4.3 Process for Awarding Contracts	18
4.4 Award Notification	19
5. Scope of Work	19
5.1 Introduction	19
5.2 Objectives and Responsibilities	20
5.3 Implementation	22
5.4 Reporting, Quality Improvement, and Utilization Review	24
5.5 Operating Funding	25
6. Proposal Narrative	25
6.1 Equity	26
6.2 Population	28

6.3	Description of Program	29
6.4	Implementation	30
6.5	Agency Performance	32
6.6	Reporting, Quality Improvement and Utilization Review	32
6.7	Financial Assessment	33

1. Introduction and Background

1.1. Purpose of the Request for Proposal

The New York State (NYS) Office of Mental Health (OMH) and Office of Addiction Services and Supports (OASAS), hereinafter the Offices, announce the availability of operational funds and state-aid for the development of three (3) new Intensive Crisis Stabilization Centers (ICSCs) within two of the NYS Economic Development Regions (EDRs). This RFP is a reissuance of the ICSC RFP that was released January 2022. The Offices are seeking to develop two (2) ICSCs within the New York City EDR and one (1) ICSC in the Capital Region EDR. It is expected that the ICSCs will have executed contracts by May 2023 and be operational by August 2023. Development of ICSCs will be in accordance with Article 36 of the Mental Hygiene Law (MHL) and Title 14 NYCRR Part 600, regarding certified Crisis Stabilization Center Programs. NYS MHL Article 36 authorizes Crisis Stabilization Centers to be jointly certified by the Offices.

NYS Economic Development Regions

Region	Counties
Capital Region	Albany, Columbia, Greene, Saratoga, Schenectady, Rensselaer, Warren, Washington
Central New York	Cayuga, Cortland, Madison, Onondaga, Oswego
Finger Lakes	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
Long Island	Nassau, Suffolk
Mid-Hudson	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
Mohawk Valley	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie
New York City	Bronx, Kings, New York, Richmond, Queens
North Country	Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence
Southern Tier	Broome, Chemung, Chenango, Delaware, Schuylar, Steuben, Tioga, Tompkins
Western New York	Allegany, Cattaraugus, Chautauqua, Erie, Niagara

New York State is developing a comprehensive crisis response system, available to all New Yorkers, regardless of location of residence or ability to pay. This system will emphasize a person-centered continuum of care that enables individuals to enter and exit the system based on need. To this end, OMH and OASAS are committed to the development of increased, enhanced, and connected crisis services across the state composed of a telephonic triage through the implementation of 988, the continued support and development of mobile crisis teams, crisis residential programs, crisis stabilization centers, and other community services and supports.

There are two types of Crisis Stabilization Centers (CSCs) being developed by OMH and OASAS: Supportive Crisis Stabilization Centers (SCSCs) and ICSCs (ICSCs). This RFP is specific to the development of ICSCs (ICSC).

- **Supportive Crisis Stabilization Centers** means a center that provides support and assistance to individuals with mental health and/or substance use crisis symptoms. Services are for individuals experiencing challenges in daily life that do not pose a likelihood of serious harm. Such challenges may create risk for an escalation of behavioral health symptoms that cannot reasonably be managed in the person's home and/or community environment without on-site supports. SCSCs will provide voluntary services with an emphasis on peer support that is resilience and recovery oriented. SCSCs will also provide, or contract to provide, behavioral health stabilization services twenty-four hours per day, seven days per week. Recipients may receive services in a SCSC for up to twenty-four hours.
- **Intensive Crisis Stabilization Centers** means a center that provides urgent treatment to individuals experiencing an acute mental health and/or substance use crisis. ICSCs offer all services provided at a SCSC in addition to providing rapid access to services for acute symptoms to assist in diversion from a higher level of care, including medication treatment for management of substance use and mental health symptoms. ICSCs will provide voluntary crisis treatment services, with an emphasis on peer and recovery support, in a safe and therapeutic environment. ICSCs will also provide, or contract to provide, behavioral health stabilization and referral services twenty-four hours per day, seven days per week. Recipients may receive services in an ICSC for up to twenty-four hours.

ICSCs offer walk-in services to all individuals, including adults, children, adolescents, and families, 24/7, 365 days per year. All services are voluntary, person-centered, and trauma-informed, with an emphasis on peer and recovery-oriented support. Centers must ensure services are delivered in a comfortable and welcoming environment by staff from various disciplines, including but not limited to, Peer Specialists and Advocates, Credentialed Alcoholism and Substance Abuse Counselors (CASACs), Licensed Mental Health Professionals, Registered Nurses, Psychiatric Nurse Practitioners, and Psychiatrists. ICSC staff will be culturally competent, understanding and respecting everyone's personal preferences throughout their interactions.

ICSCs should form partnerships with other agencies within the crisis response system, including but not limited to mobile crisis providers, crisis residences, Supportive Crisis Stabilization Centers, law enforcement, EMS, and other community treatment and support services. The development and implementation of CSCs reflect the commitment of the Offices to enhance the development of a comprehensive crisis response system in NYS.

In addition to community partnerships, providers are expected to contact and consult with their LGUs and County DCS to discuss local program and system planning prior to proposal submission.

Title 14 NYCRR Part 600, Crisis Stabilization Center Program Guidance, and Draft Crisis Stabilization Rates are available using the following links below:

Title 14 NYCRR Part 600:

https://omh.ny.gov/omhweb/policy_and_regulations/

[Laws and Regulations | Office of Addiction Services and Supports \(ny.gov\)](#)

Crisis Stabilization Program Guidance:

<https://omh.ny.gov/omhweb/bho/crisis-intervention.html>

[Laws and Regulations | Office of Addiction Services and Supports \(ny.gov\)](#)

Draft Crisis Stabilization Rates:

https://omh.ny.gov/omhweb/medicaid_reimbursement/

1.2 Eligible Population

ICSCs are designed to serve all New Yorkers experiencing a mental health and/or substance use crisis in their service area regardless of age, ability to pay, or location of residence. This includes children, adolescents, adults, and families. Any individual who presents to an ICSC must be provided services. For recipients who require higher levels of care, ICSC staff will collaborate with the recipient and assist them in accessing the next level of care.

1.3 Bidder's Conference

A Bidder's Conference for the ICSC RFP released in January 2022 was held on March 23, 2022. A new Bidder's Conference will not be held for this RFP.

Details of the Bidders' Conference that was held on March 23, 2022, including the recording of the event and PowerPoint presentation, can be found along with this procurement on both the OMH and OASAS websites.

The purpose of the Bidder's Conference is to:

- Provide additional description of the project; and
- Explain the RFP process

2. Proposal Submissions

2.1 Designated Contact/Issuing Officer

OMH and OASAS have assigned an Issuing Officer for this project. The Issuing Officer or a designee shall be the sole point of contact regarding the RFP from the date of issuance of the RFP until the issuance of the Notice of Conditional Award. To avoid being deemed non-responsive, an applicant is restricted from making contact with any other personnel of OMH and OASAS regarding the RFP. Certain findings of non-responsibility can result in rejection for a contract award. The Issuing Officer for this RFP, who shall coordinate on behalf of both OMH and OASAS, is:

Carol Swiderski

Contract Management Specialist 2
New York State Office of Mental Health
Contracts and Claims
44 Holland Avenue, 7th Floor
Albany, NY 12229

POL 87(2)(a) - 2

2.2 Letter of Intent

Agencies interested in responding to this Request for Proposal do not need to submit a Letter of Intent to Bid.

2.3 Key Events/Timeline

RFP Release Date	<u>11/4/22</u>
Questions Due	<u>11/22/22</u>
Questions and Answers Posted on Website	<u>12/16/22</u>
Proposals Due by 1:00 PM EST	<u>1/17/23</u>
Anticipated Award Notification	<u>2/16/23</u>
Anticipated Contract Start Date	<u>5/1/23</u>

2.4 Disposition of Proposals

All proposals received by the due date become the property of the Offices and shall not be returned. Any proposals received after the due date cannot be evaluated; therefore, such proposals will be disqualified from further consideration.

2.5 Eligible Agencies

Eligible applicants are not-for-profit agencies with 501(c)(3) incorporation or Public Benefit Corporations that have experience providing mental health and substance use treatment services to persons with serious mental illness and/or substance use disorders. If you are unsure if your agency is an eligible applicant, contact the Issuing Officer identified above.

Additionally, applicants must be currently licensed, certified or otherwise authorized by OMH, OASAS or the NYS Department of Health (DOH); in compliance with the application certification requirements of the Offices; and in good standing at the time of certification approval. For more information on the certification application and approval process, please refer to Title 14 NYCRR Part 600.

If you are unsure if your agency is an eligible applicant, contact the Issuing Officer. Please note that questions regarding Eligibility will not be responded to individually. All Eligibility-related questions will be responded to through the official Questions and Answers process. The Questions and Answers will be posted on the date indicated in [Section 2.3](#). Questions regarding eligibility will not be responded to by the Issuing Officer on an individual basis. All

questions specific to eligibility will be incorporated into the list of Questions and Answers and be posted on the date indicated in [Section 2.3](#).

2.6 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing to the Issuing Officer by e-mail to POL 87(2)(a) - 2 by 4:00 PM EST on 11/22/22, the “Questions Due” date indicated in [Section 2.3](#). No questions can be submitted or will be answered after this date. No questions will be answered by telephone or in person.

The questions and official answers will be posted on the OMH and OASAS websites by 12/16/22.

2.7 Addenda to Request for Proposals

In the event that it becomes necessary to revise any part of the RFP during the application submission period, an addendum will be posted on the OMH and OASAS websites, the Grants Gateway and the NYS Contract Reporter.

It is the applicant’s responsibility to periodically review the OMH and OASAS websites, the NYS Contract Reporter and Grants Gateway to learn of revisions or addendums to this RFP. No other notification will be given.

2.8 Disqualification Factors

Following the opening of bids, a preliminary review of all proposals will be conducted by the Issuing Officer or a designee to review each proposal’s submission for completeness and verify that all eligibility criteria have been met. Additionally, during the proposal evaluation process, evaluators will also be reviewing eligibility criteria and confirming that they have been met. During the course of either of these review processes, proposals that do not meet basic participation standards will be disqualified. Grounds for disqualification include, but are not limited to:

- Proposals from applicants that do not meet the eligibility criteria as outlined in [Section 2.5](#); or
- Proposals that do not comply with bid submission and/or required format instructions as specified in [Section 2.11](#) or
- Proposals from eligible not-for-profit applicants who have not completed Vendor Prequalification, as described in [Section 2.11](#), by the proposal due date of 1:00 PM EST on 1/17/23.

2.9 Grants Gateway Requirement

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the [Grants Gateway](#) and complete the Vendor Prequalification process in order for proposals to be evaluated and any resulting contracts executed.

Proposals received from eligible not-for-profit applicants who have not been Prequalified by the proposal due date of 1/17/23 cannot be evaluated; therefore, such proposals will be disqualified from further consideration.

Please do not delay in beginning and completing the prequalification process. The State reserves five (5) days to review submitted prequalification applications. Prequalification applications submitted to the State for review less than 5 days prior to the RFP due date and time may not be considered. Applicants should not assume their prequalification information will be reviewed if they do not adhere to this timeframe.

2.10 Instructions for Bid Submission and Required Format

Each proposal submission through the Grants Gateway is required to contain:

- Operating Budget (Appendix B)
- Budget Narrative (Appendix B1)

All applicants must be registered with the New York State Grants Gateway System (GGS) and all Not-for-Profit agencies must be prequalified prior to proposal submission.

If you are not already registered:

Registration forms are available at the GGS website:

<https://grantsmanagement.ny.gov/register-your-organization>

Include your SFS Vendor ID on the form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the website).

All registration must include an organization chart in order to be processed. When you receive your login information, log in and change your password.

If you are an applicant, and have problems complying with this provision, please contact the GGS help desk via email: POL 87(2)(a) - 2 -- OR -- by telephone: 1- POL 87(2)(a) - 2 .

2.11 How to Submit a Proposal

Proposals must be submitted online via the Grants Gateway by the date and time posted on the cover of this RFP. Tutorials (training videos) for use of the Grants Gateway (and upon user log in):

You must Microsoft Edge to access the Grants Gateway. Using Chrome or Firefox causes errors in the Work Plan section of the application.

To apply, log into the Grants Gateway as a Grantee, Grantee Contract Signatory or Grantee System Administrator and click on the View Opportunities button under View Available Opportunities. To get started, in the Search

Criteria, enter the Grant Opportunity name provided on the cover page of this RFP, select the Office of Mental Health as the Funding Agency and hit the Search button. Click on the name of the Grant Opportunity from the search results grid and then click on the APPLY FOR GRANT OPPORTUNITY button located at the bottom left of the Main page of the Grant Opportunity.

In order to access the online proposal and other required documents such as the attachments, you MUST be registered and logged into the NYS Grants Gateway system in the user role of either a “Grantee” or a “Grantee Contract Signatory” or a “Grantee System Administrator”.

The ‘Grantee’ role may ONLY Initiate and Save changes to the application such as add/update information to forms, upload documents while the user logged in as a ‘Grantee Contract Signatory’ or a ‘Grantee System Administrator’ role can perform all the tasks of Grantee role and in addition, can SUBMIT the application to the State. When the application is ready for submission, click the ‘Status Changes’ tab, then click the ‘Apply Status’ button under “APPLICATION SUBMITTED” before the due date and time.

For further information on how to apply, and other information, please refer to the Vendor User Manual document.

Reference materials and videos are available for Grantees applying to funding opportunities on the NYS Grants Gateway. Please visit the Grantee Documents section on Grants Management website.

Late proposals will not be accepted. Proposals will not be accepted via fax, e-mail, hard copy or hand delivery.

2.12 Helpful Links

Some helpful links for questions of a technical nature are below.

Grants Reform Videos (includes a document vault tutorial and an application tutorial) on YouTube:

<http://www.youtube.com/channel/UCYnWskVc7B3ajjOVfOHL6UA>

(Technical questions)

Grants Team Email (Proposal Completion, Policy and Registration questions): POL 87(2)(a) - 2 or by phone at POL 87(2)(a) - 2.

2.13 Instructions for completing the Workplan and Objectives in NYS Grants Gateway

The Workplan Overview Form will be used to create the Work Plan portion of the contract. Some of the information requested will be duplicative of information provided earlier in the application. Be sure to follow the guidance provided below.

The Work Plan Period should reflect the anticipated contract period. Contracts will be approved for a five-year term.

The Project Summary section should include a high-level overview of the project as instructed.

The Organizational Capacity section should include the information requested regarding staffing and relevant experience of staff and any applicable consultants to be involved in undertaking the proposed project.

The Objectives and Tasks section should identify grantee-defined objectives and tasks that are relevant to the completion of the proposed project. To get started, add your first Objective Name and Description and then click the [SAVE] button at the top of the page. After hitting Save, a field for the Task Name and Task Description will show under the Objective box. Complete both fields and hit the [SAVE] button at the top of the page. After entering the Task information and clicking Save, you will now see a box for the Performance Measure information and a box to enter a second Task. Enter a Performance Measure Name and select the Performance Measure Data Capture Type from the dropdown box. The type you choose from the dropdown will show on the screen for you to complete. Once you've entered the name, data capture type and the text/integer/or date as applicable, click the [SAVE] button at the top of the page.

For Performance Measure Name restate the Objective then enter the narrative requested in the box below. Performance Measures are also grantee-defined and should reflect some measurable benchmark(s) in order to demonstrate adequate progress within the 18 months of the award date, as required by the RFP. Once entered, click Save. You may continue to add Objectives, Tasks and Performance Measures up to and including the max amount allowed by the state.

The online Workplan is essentially an outline/summary of the work associated with the Project(s) described in the sections above. Please note that if an application is selected for award, the Workplan will be subject to change and can be updated during the contract development/negotiation process.

Applicants should refer to Section 5.2.4 Grantee Defined Workplan in the [Vendor User Manual](#) for detailed instructions on how to complete the Workplan.

3. Administrative Information

3.1 Reserved Rights

OMH and OASAS reserve the right to:

- Reject any or all proposals received in response to the RFP that are deemed non-responsive or do not meet the minimum requirements or are determined to be otherwise unacceptable, in the agency's sole discretion;
- Withdraw the RFP at any time, at the agency's sole discretion
- Make an award under the RFP in whole or in part;
- Utilize any and all ideas submitted in the applications received;

- Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Disqualify an applicant that is not in good standing;
- Seek clarifications and revisions of proposals for the purposes of assuring a full understanding of the responsiveness to the requirements of this solicitation;
- Use proposal information obtained through the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Direct applicants to submit proposal modifications addressing subsequent RFP amendments;
- Amend the RFP specifications to correct errors or oversight, supply additional information, or extend any of the scheduled dates or requirements and provide notification to potential bidders via the OMH and OASAS websites, Grants Gateway and the New York State (NYS) Contract Reporter;
- Eliminate any non-material specifications that cannot be complied with by all the prospective applicants;
- Waive any requirements that are not material;
- Negotiate any aspect of the proposal with the successful applicant in order to ensure that the final agreement meets OMH objectives and is in the best interests of the State;
- Conduct contract negotiations with the next responsible applicant, should the agency be unsuccessful in negotiating with the selected applicant;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's proposal and/or to determine an applicant's compliance with the requirements of the solicitation;
- Cancel or modify contracts due to insufficiency of appropriations, cause, convenience, mutual consent, non-responsibility, or a "force majeure";
- Make awards based on geographical or regional consideration to serve the best interests of the State;
- Make awards in a culturally humble and ethnically diverse manner as determined necessary and appropriate in the sole discretion of OMH and OASAS to serve the best interests of the State;
- Accept applications after the due date for submissions, if OMH and OASAS in their sole discretion, determines there is good cause demonstrating the delay in submission was solely the result of an electronic submission process /systems error.

3.2 Debriefing

OMH and OASAS will issue award and non-award notifications to all applicants. Non-awarded applicants may request a debriefing in writing requesting feedback on their own proposal, within 15 business days of the OMH/OASAS dated letter. The Offices will not offer debriefing to providers who receive an award. The Offices will not offer ranking, statistical, or cost information of other

proposals until after the NYS Office of the State Comptroller has approved all awards under this RFP. Written debriefing requests may be sent to the Designated Contact, as defined in [Section 2.1](#).

3.3 Protests Related to the Solicitation Process

Protests based on errors or omissions in the solicitation process, which are or should have been apparent prior to the deadline for receipt of all written questions for this RFP, must be filed prior to the deadline for questions. In the event an applicant files a timely protest based on error or omission in the solicitation process, the Commissioners of OMH and OASAS or their designee(s) will review such protest and may, as appropriate, issue a written response or addendum to the RFP to be posted on the OMH and OASAS websites in the RFP section. Protests of an award decision must be filed within fifteen (15) business days after the notice of conditional award or five (5) business days from the date of the debriefing. The Commissioners, or their designee(s) will review the matter and issue a written decision within twenty (20) business days of receipt of protest.

All protests must be in writing and must clearly and fully state the legal and factual grounds for the protest and include all relevant documentation. The written documentation should clearly reference the RFP title and due date. Such protests must be submitted to both agencies:

New York State Office of Mental Health
Commissioner Ann Marie T. Sullivan, M.D.
44 Holland Ave
Albany, NY 12229

New York State Office of Addiction Services and Supports
Commissioner Chinazo Cunningham, M.D.
1450 Western Ave
Albany, NY 12203

3.4 Term of Contracts

The contracts awarded in response to this RFP will be for a five-year term. Selected applicants awarded a contract under this RFP will be required to adhere to all terms and conditions in the Offices Master Grant Contract.

3.5 Minority and Women Owned Business Enterprises

OMH and OASAS recognize it is their obligation to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBs) and the employment of minority group members and women in the performance of contracts. In accordance with New York State Executive Law Article 15-A, the Offices hereby establish a 0% goal for Minority-owned Business Enterprise (MBE) participation, a 0% goal for Women-owned Business Enterprise (WBE) participation, based on the current availability of qualified MWBs, on any award resulting from this solicitation in excess of \$25,000 for commodities and services or \$100,000 for construction.

With respect to MWBEs, each award recipient must document its good faith efforts to provide meaningful opportunities for participation by MWBEs as subcontractors and suppliers in the performance of the project to be described in each grant disbursement agreement, and must agree that OMH may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at <https://ny.newnycontracts.com>. For guidance on how the Offices will determine a contractor's "good faith efforts", refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR § 142.13, each award recipient acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth herein and in its grant disbursement agreements, such finding constitutes a breach of contract, and the Offices may withhold payment from the award recipient as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the award recipient achieved the contractual MWBE goals; and (2) all sums paid to MWBEs for work performed or material supplied under the grant disbursement agreement.

By applying, an Applicant agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof in such form as OMH and OASAS shall require. Additionally, an Applicant may be required to submit the following documents and information as evidence of compliance with the foregoing:

- a. An MWBE Utilization Plan, which shall be submitted in conjunction with the execution of the grant disbursement agreement except as otherwise authorized by OMH and OASAS. Any modifications or changes to the MWBE Utilization Plan after the execution of the grant disbursement agreement must be reported on a revised MWBE Utilization Plan and submitted to the Offices.

The Offices will review the submitted MWBE Utilization Plan and advise the award recipient of OMH and OASAS acceptance or issue a notice of deficiency within 30 days of receipt.

- b. If a notice of deficiency is issued, the award recipient will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Issuing Officer, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OMH and OASAS to be inadequate, the Offices shall notify the award recipient and direct the award recipient to submit within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OMH and OASAS may refuse to enter into a grant disbursement agreement, or terminate an existing grant disbursement agreement resulting from this solicitation, under the following circumstances:

- i. If an award recipient fails to submit a MWBE Utilization Plan;

- ii. If an award recipient fails to submit a written remedy to a notice of deficiency;
- iii. If an award recipient fails to submit a request for waiver; or,
- iv. If OMH and OASAS determine that the award recipient has failed to document good faith efforts

The award recipient will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements may be made at any time during the term of the project but must be made no later than prior to the submission of a request for final payment under the grant disbursement agreement.

Each award recipient will be required to submit a Quarterly MWBE Contractor Compliance & Payment Report to OMH and OASAS over the term of the project, in such form and at such time as the Offices shall require, documenting the progress made toward achievement of the MWBE goals established for the project.

3.6 Participation Opportunities for New York State Certified Service Disabled Veteran Owned Business

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business (SDVOB), thereby further integrating such businesses into New York State's economy. OMH and OASAS recognize the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of contracts jointly issued by OMH and OASAS. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, applicants are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as proteges, or in other partnering or supporting roles.

OMH and OASAS hereby establish an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Applicant/Contractor would reference the directory of New York State Certified SDVOBs found at <https://ogs.ny.gov/Veterans>. Additionally, following any resulting Contract execution, Contractor would be encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development to discuss additional methods of maximizing participation by SDVOBs on the Contract.

It would be required that "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of a resulting awarded Contract as documented.

3.7 Equal Opportunity Employment

By submission of a bid or proposal in response to this solicitation, the Applicant/Contractor agrees with all terms and conditions of Master Contract for Grants, Section IV(J) – Standard Clauses for All New York State Contracts including Clause 12 – Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Applicant will be required to submit a Minority and Women-Owned Business Enterprises and Equal Opportunity Policy Statement, to the State Contracting Agency with their bid or proposal. To ensure compliance with this Section, the Applicant will be required to submit with the bid or proposal an Equal Opportunity Staffing Plan (Form # to be supplied during contracting process) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Contractor shall submit a Workforce Utilization Report, in such format as shall be required by the Contracting State Agency on a monthly or quarterly basis during the term of the contract. Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional and non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment status because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

3.8 Sexual Harassment Prevention Certification

State Finance Law §139-l requires applicants on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor’s model policy and training standards) to all its employees. Bids that do not contain the certification may not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a statement with their bid detailing the reasons why the certification cannot be made. A template certification document is being provided as part of this RFP. Applicants must complete and return the certification with their bid or provide a statement detailing why the certification cannot be made.

3.9 Bid Response

Neither the State of New York, OMH nor OASAS shall be responsible for the costs or expenses incurred by the applicant in preparation or presentation of the bid proposal.

3.10 Acceptance of Terms and Conditions

A bid, in order to be responsive to this solicitation, must satisfy the specifications set forth in this RFP. A detailed description of this format and content requirements is presented in [Section 2.11](#) of this RFP.

3.11 Freedom of Information Requirements

All proposals submitted for the Offices' consideration will be held in confidence. However, the resulting contract is subject to New York State Freedom of Information Law (FOIL). Therefore, if an applicant believes that any information in its bid constitutes a trade secret or should otherwise be treated as confidential and wishes such information not be disclosed if requested, pursuant to FOIL (Article 6 of Public Officer's Law), the applicant must submit with its bid, a separate letter specifically identifying the page number(s), line(s), or other appropriate designation(s) containing such information explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an applicant to submit such a letter with its bid identifying trade secrets will constitute a waiver by the applicant of any rights it may have under Section 89(5) of the Public Officers Law relating to the protection of trade secrets. The proprietary nature of the information designated confidential by the applicant may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire bid be kept confidential is not advisable since a bid cannot reasonably consist of all data subject to a FOIL proprietary status.

3.12 NYS and OMH/OASAS Policies

The applicant/contractor must agree to comply with all applicable New York State, OMH and OASAS policies, procedures, regulations, and directives throughout the Term of the contract.

4. Evaluation Factors and Awards

4.1 Evaluation Criteria

All proposals will be rated and ranked in order of highest score based on an evaluation of each applicant's written submission as well as joint internal reviews conducted by OMH and OASAS.

The Evaluation will apply points in the following categories as defined in Section 6:

Technical Evaluation	Points
Equity	10

Population	10
Description of Program	18
Implementation	28
Agency Performance	8
Reporting and Quality Improvement	6
Financial	20
Total Proposal Points	100 Points

For a detailed description of evaluation criteria for the Technical Evaluation and the Financial Assessment components, see [Section 6](#) (Proposal Narrative).

4.2 Method for Evaluating Proposals

Designated staff will review each proposal for completeness and verify that all eligibility criteria are met. A complete proposal shall include all required components as described in [Section 2.11](#). If a proposal is not complete or does not meet the basic eligibility and participation standards as outlined in [Section 2.5](#), the proposal will be eliminated from further review. The agency will be notified of the rejection of its proposal within 10 working days of the proposal due date.

Proposals will be conducted in two parts: Technical Evaluation and Financial Assessment. The technical evaluation committee, consisting of at least three evaluators, will review the technical portion of each proposal and compute a technical score. A financial score will be computed separately based on the operating budget and budget narrative submitted.

Evaluators of the Technical Evaluation component may then meet to discuss the basis of those ratings. Following the discussion, evaluators may independently revise their original score in any section. Once completed, final Technical Evaluation scores will then be recalculated, averaged, and applied to the final Financial Assessment score to arrive at final scores.

Any proposal not receiving a minimum final score of 70 will be eliminated from consideration.

In case of a tie in the scoring process, the proposal with the highest score on the Implementation ([Section 6.4](#)) of the Proposal Narrative will be ranked higher.

4.3 Process for Awarding Contracts

4.3.1 Initial Awards and Allocations

Proposals will be reviewed, scored and ranked, and awards will be made to the applicants with the highest score in each of the two NYS Economic Development Regions (EDRs): NYC and Capital Region. NYC will receive two (2) awards, the Capital Region will receive one (1) to assume the development and operation of ICSCs.

4.3.2 Contract Termination and Reassignment

There are a number of factors that may result in the contract being reassigned. These include but are not limited to, failure to meet start-up milestones, failure to maintain staff to client ratio, excluding referrals based on criminal or substance use history, or poor performance outcomes. A contractor will be provided notification if there is need for reassignment.

To reassign the contract, OMH and OASAS will go to the next highest ranked proposals.

4.4 Award Notification

At the conclusion of the procurement, notification will be sent to successful and non-successful applicants. All awards are subject to approval by the NYS Attorney General and the Office of the State Comptroller before an operating contract can be finalized.

The Offices reserve the right to conduct a readiness review of the selected applicant prior to the execution of the contract. The purpose of this review is to verify that the applicant is able to comply with all participation standards and meets the conditions detailed in its proposal.

5. Scope of Work

5.1 Introduction

The NYS OMH and OASAS will make funds available for the development of three (3) ICSCs in two of the NYS EDRs: two (2) ICSCs in the NYC EDR; and one (1) ICSC in the Capital Region EDR, as shown in the table in [Section 1.1](#). Funds for this award will include one-time operational funds and limited state-aid. State-aid will be dependent on certification.

In addition to operational funds and state-aid, applicants awarded this RFP will be eligible to request capital funding. Capital funding will be available for up to \$1,000,000, to be spent within 12 months of contract execution. ICSC Providers must commit to meet start-up spending requirements, with the expectation that Centers will be operational and have the capability to bill for services upon licensure.

The selected Providers will establish ICSCs according to the Crisis Stabilization Center Program Guidance. See [Section 1.1](#) of this document for links to both the regulation and program guidance.

Applicants awarded this RFP will need to be in possession of an operating certificate jointly issued by the Offices to be able to operate an ICSC. In keeping with the provisions of MHL Article 36, the Provider must demonstrate its capacity to deliver OMH and OASAS jointly certified Crisis Stabilization Center services to all New Yorkers at risk of, or currently experiencing, a mental health and/or substance use crisis. ICSCs must have capacity to serve all presenting

individuals, including adults and children/adolescents, twenty-four hours per day, seven days per week, 365 days per year.

Centers will collaborate with the OMH Field Offices, OASAS Regional Offices, Local Government Units (LGUs), law enforcement agencies, schools, hospitals, and other community programs and providers. Participation in county and community planning, including active collaboration in Community Service Boards and inclusion in Local Service Plans, will also be crucial to serve the community's needs.

Providers are expected to contact and consult with LGUs and County DCSs in the Economic Development Region to discuss local program and system planning prior to proposal submission.

ICSCs may be operated by or affiliated with hospitals and/or hospital affiliated programs. Additionally, Centers may be co-located with existing facilities and service providers. ICSC providers considering development of an ICSC that is co-located or adjoined with an existing facility and/or service provider must ensure the Center operates in accordance with applicable CMS requirements, Part 600 Regulations and Program Guidance.

5.2 Objectives and Responsibilities

ICSCs must follow and adhere to the CSC Program Guidance to provide services that are voluntary, person-centered, and trauma-informed, with an emphasis on peer and recovery-oriented supports. Services will be provided in a welcoming and comforting environment that has the capacity to serve children, adolescents, adults, and families. Individuals may present to an ICSC as a walk-in or voluntary transport by law enforcement, EMS, and/or collaterals.

ICSCs will be adequately staffed with a multidisciplinary team. Staffing will have the ability to meet the needs of the service area and provide services for various levels of acuity. Staffing numbers will be based on the needs of operating a twenty-four hours per day, seven days per week facility and will reflect demographic data obtained on the service area.

Peer Specialists and Peer Advocates are integral to the crisis response offered at an ICSC. The development of Crisis Stabilization Centers is founded on the reliance and recovery-oriented support provided and led by Peer Specialists and Peer Advocates. Their expertise, including lived experience, inform every aspect of ICSC development, including the development of essential policies, procedures, and trainings. To ensure peer representation, ICSCs may assign a Peer Specialist or Peer Advocate as a team lead on the multidisciplinary team, employ or contract administrative staff and other professionals who have peer backgrounds, and include peer professionals on planning and implementation committees. Peer Specialists and Peer Advocates will be available at all ICSCs to ensure recipients have their needs met in a comfortable, non-threatening environment. The presence of a Peer Specialist or Peer Advocate upon presentation to an ICSC helps to reduce an individual's stress associated with

their presenting concerns. Peer Specialists and Peer Advocates additionally function as advocates and Bridgers for recipients throughout service delivery. Types of Peers and Peer advocates vary. ICSCs are required to have peer services on-site, which may be delivered by a New York Certified Peer Specialist, Certified Recovery Peer Advocate, or a Family Peer or Youth Peer Advocate. These individuals may be contracted or hired directly by the ICSC. Recipients will have the option for Peers to remain engaged throughout their stay to increase their level of comfort. Peer Specialists and Advocates should also assist recipients with identifying resources and making community linkages before they leave the Center.

Staff with appropriate credentials and/or licensure will be available to screen and assess for level of acuity, including risk of harm to self, harm to others and overdose risk, by using appropriate evidence-based tools. Additionally, Centers will have staff with expertise in assessment of withdrawal from substances and providing withdrawal management, as clinically indicated, to assess for immediate or emerging needs for a higher level of detoxification based on a standard withdrawal assessment tool. ICSC staff will be knowledgeable of resources available in the community to address social determinants of health and the inherent disparities in such areas that include but are not limited to healthcare access, housing, employment status, and food security.

ICSCs provide services for all levels of acuity, within their staff's scope of practice and scope of services provided at the Center, including but not limited to the stabilization and treatment of acute mental health and/or substance use symptoms. The following services must be provided at the ICSC.

- Triage, screening, and assessment
- Therapeutic interventions
- Peer support
- Ongoing observation
- Care collaboration with a recipient's identified collaterals
- Discharge, aftercare planning and follow-up
- Psychiatric Diagnostic Evaluation and Plan
- Psychosocial Assessment
- Medication Management
- Medication for Addiction Treatment (MAT)
- Medication Administration and Monitoring
- Mild to Moderate Detoxification Services

ICSCs will serve all individuals who present, regardless of age and/or primary residence. Services are to be provided in order to meet the recipient's needs and should be discussed in collaboration with the recipient. All Centers will assess for level of acuity, including but not limited to suicide risk, overdose risk, risk of violence, substance use, health, and mental health needs, using evidenced-based screening and assessment instruments during the initial assessment, and throughout service delivery, as indicated. Centers will assist individuals with a wide array of presentations, including but not limited to housing needs, trauma, acute stress, family dynamics, anxiety, grief, and adjustment to major life events.

ICSCs will have the ability to serve the presentations described above and will also be equipped to serve individuals experiencing mild to moderate intoxication, those in need of mild to moderate detox, symptoms related to medication adjustments, assistance with medication administration and management, and individuals presenting with early stages of psychosis.

ICSCs must have procedures in place to inform what staff will do if acute safety concerns arise, (i.e., suggesting a recipient move to a quiet area, providing immediate support, calling for an ambulance, security, and/or 911 for assistance) For recipients who require a higher level of care, the ICSC must assist the individual with accessing the next level of care.

Discharge and aftercare planning are fundamental services that will begin when an individual presents to the ICSC and will be continuously discussed throughout the service period. Discharge and aftercare planning involve creating clear pathways for continuity of care. Continuity of care is critical to ongoing stabilization of the recipient. Throughout discharge planning, staff will assess and identify basic needs, including but not limited to emergency housing, food pantries, and community resources for connection and linkage.

All attempts will be made to provide aftercare appointment times with outpatient providers, programs, case managers, and intensive services prior to discharge. It is also strongly recommended that all Centers create, update, and/or share Wellness and Safety Plans consistent with recipient consent (see Program Guidance for reference). Centers will assist with transitions and arrange warm hand-offs, including transportation assistance, when possible, with aftercare providers and/or programs.

Follow-up services are essential to ensure recipients are supported and directly connected with the next level of care. All recipients will be offered follow-up services. Follow-up may include a phone call within twenty-four hours post discharge from the Center to check on referrals and aftercare appointments. Discussion of continuity of care and/or transitional services will be conducted in collaboration between ICSC staff and the recipient. Policies and procedures should reflect follow-up service processes. All efforts will be made to ensure recipients are connected to referred services and supports.

5.3 Implementation

ICSCs will be jointly licensed, monitored, and overseen by OMH and OASAS, in accordance Title 14 NYCRR Part 600.

According to Crisis Stabilization Center Program Guidance, Centers are required to employ an adequate number of professional staff. ICSC Providers will hire staff that have the qualifications to meet the needs of the service area and in a timeline that ensures coverage of 24/7 operations. All efforts will be made to hire and retain staff that reflect the diverse demographic profile of the community.

ICSCs will be overseen by a Medical Director (refer to definition of Medical Director in the regulation and program guidance). ICSC Providers are required by

Title 14 NYCRR Part 600 to have at least one Psychiatrist or Psychiatric Nurse Practitioner (PNP), a Credentialed Alcoholism and Substance Abuse Counselor (CASAC), and a Certified or Credentialed Peer Specialist on-duty and available at all times (refer to definition of on-duty in the Regulation and Program Guidance). ICSCs must also have a Registered Nurse (RN) on-site twenty-four hours per day, seven days per week. Additional types and numbers of staff, as well as staff schedules, should be based on projected volume and needs of the recipients. Staffing plans will be formulated based on the foundation of the Crisis Stabilization Center Regulations, Program Guidance, and the needs of the service area.

Centers must provide ongoing and emergency supervision by qualified staff. ICSC Providers will maintain a plan for regular supervision of all staff members described in the staffing plan.

ICSC Providers will develop a training plan that includes but is not limited to the training components outlined in the Crisis Stabilization Program Guidance. ICSC Centers will create policies and procedures to provide and monitor staff training within specified time frames. Trainings should be continuously reviewed and updated based on the needs and changes of the catchment area. Providers will arrange training for their staff as required as an OMH/OASAS jointly licensed Crisis Stabilization Center.

ICSCs will establish working relationships with community agencies in their service area. Memorandums of Understanding (MOU) must be obtained with programs described in Crisis Stabilization Center Regulations and Program Guidance to facilitate rapid access and linkages to follow-up services. Partnerships must include providers and programs within the crisis response system.

Additional relationships will be established with community partners including but not limited to law enforcement, EMS, local hospitals, inpatient rehabilitation, residential and detoxification facilities, community-based providers, harm reduction programs, health homes, local housing programs, and other community-based services to ensure individuals are referred to and connected with the appropriate follow-up services based on their preference and need.

ICSCs will have the ability to meet billing requirements described in Program Guidance. All individuals who present will receive voluntary services, regardless of ability to pay. ICSCs and MCOs will work collaboratively to facilitate discharge and aftercare planning, where applicable.

ICSCs must maintain a welcoming and comforting environment that has the capacity to serve children, adolescents, adults, and families in accordance with Part 600 and Program Guidance. Centers will be designed to provide separate waiting areas and service delivery areas to individuals under the age of 18. Physical spaces should include privacy areas and/or privacy options for families and individuals who require additional accommodations. The Center must be reasonably maintained to accommodate all recipients including but not limited to

individuals with developmental and intellectual disabilities, physical disabilities, language access needs, and visual impairment and blindness.

Centers will maintain case records in accordance with state and federal confidentiality and privacy laws, rules and regulations of Title 14 NYCRR Part 600, and Program Guidance.

5.3.1 Capital Project Funds

To assist in capital improvements for the implementation of certified ICSCs, OMH will provide up to \$1,000,000 in capital funding to RFP awardees upon request, under a separate capital contract. Capital improvements will vary widely depending on the programmatic changes proposed by each bidder. Note these funds may not be used for acquisition and must be expended within 12 months of executing the capital contract.

The table below is not an exhaustive list of eligible expenses. However, any expenses not listed on the table below are subject to the approval by OMH.

Category of Expense	Allowable Costs
Construction	Site work, Construction, contingency,
Design	Architect fees
Administration	Legal fees, accounting fees,
Other	Permits, site testing, insurance, owner's representative

5.4 Reporting, Quality Improvement, and Utilization Review

ICSCs must comply with all OMH fiscal reporting requirements as outlined in the [Aid to Localities Spending Plan Guidelines](#).

ICSC providers are required to adhere to the incident reporting requirements under the Justice Center in accordance with MHL Section 31.35 and 14 NYCRR 550 and use of the New York Incident Management Reporting System (NIMRS).

Centers must ensure staff complete background checks as part of the hiring process in accordance with Title 14 NYCRR Part 600 and CSC Program Guidance.

ICSCs will be required to maintain accurate reporting and case records according to Regulation and Program Guidance.

ICSC Providers must have a quality, supervisory, and operational infrastructure to support submitting monthly reports to OMH and OASAS regarding all enrolled clients, including presentation and discharge dates, characteristics of individuals served, referral source, services provided, discharge plan, disposition, and follow-up. Information will also be submitted regarding performance indicators demonstrating that recipients' continuity of care has been assured. The Offices

will provide Centers with a template of the data items required for reporting for manual or bulk data entry.

ICSC Providers will be expected to participate in an active learning community, in collaboration with the Offices, to review progress, outcomes and develop best practices for CSCs. Learning community activities will involve, at a minimum, quarterly meetings with the Offices and key stakeholders to assure that the Center staff are serving the community and that individual and program-wide concerns can be quickly addressed.

ICSC Providers will have a systemic approach for self-monitoring and ensuring ongoing quality improvement of services, including analyzing utilization review findings and recommendations. Areas for quality improvement may include not only provision of services while at the ICSC, but also referrals, follow-up attempts, and recipient feedback. The Offices plan to work with the ICSCs to collect initial and ongoing recipient feedback. Findings will inform the ICSC's overall quality improvement plan. Providers should ensure continuous quality improvement of services and development of the Center, including regular monitoring and evaluation of outcomes. Providers will participate in site visits from OMH, OASAS, and the New York City Department of Health and Mental Hygiene (DOHMH) where applicable.

5.5 Operating Funding

Providers will be funded through a combination of sources, including but not limited to net deficit, Medicaid, and other third-party payors.

Start-up funds will be allocated in the first year of the contract (\$1.67M) and can be spent over two years. Additionally, there will be ongoing net deficit support of \$1.4M per Center annually.

Crisis Stabilization Center providers will also be expected to bill Medicaid.

The annual expected Medicaid revenue per Center is as follows:

ICSC Upstate - \$2,752,574

ICSC Downstate - \$3,155,913

Please note that downstate includes NYC, Dutchess, Nassau, Orange, Suffolk, Westchester, Rockland and Putnam Counties.

6. Proposal Narrative

When submitting proposals for funding under this RFP, the narrative must address all components listed below, in the following order. Please be clear and concise in your response. Not all questions need to fill the full character allowance. Separate proposals must be submitted for each program that is proposed.

6.1 Equity

- Entity's Commitment to Equity and the Reduction of Disparities in Access, Quality, and Outcomes for Marginalized Populations.
 - a. Provide the Center's mission statement, including information about the intent to serve individuals from marginalized/underserved populations.
 - b. Identify the management level person responsible for coordinating/leading efforts to reduce disparities in access, quality, and treatment outcomes for marginalized populations in your service area. This includes activities related to diversity, inclusion, equity, cultural/linguistic competence. Information provided should include the individual's title, organizational positioning, education, and relevant experience.
 - c. Provide the diversity, inclusion, equity, cultural/linguistic competence plan as outlined in the [National CLAS Standards](#) for the ICSC. Note - plan format should use the SMART framework (Specific, Measurable, Achievable, Realistic, and Timely). The plan should include information in the following domains: workforce diversity (data informed recruitment), workforce inclusion, reducing disparities in access, quality, and treatment outcomes in patient population, soliciting input from diverse community stakeholders and organizations).
 - d. Describe the process by which the diversity, inclusion, equity, cultural/linguistic competence plan was created using stakeholder input from behavioral health service users and individuals from marginalized/underserved populations. Additionally, describe how the plan will be regularly reviewed and updated.
 - e. Describe the demographic makeup of the population in the catchment area using available data (race/ethnicity/gender/sexual orientation/language). Additionally, please describe how this data will be used to shape decisions pertaining to the recruitment and hiring of staff, policies, trainings, and the implementation of best practice approaches for serving individuals from marginalized/underserved populations.
- Organization Equity Structure
 - a. Describe the Center's planned committees/workgroups that will focus on efforts to reduce disparities in access, quality, and treatment outcomes for marginalized populations (diversity, inclusion, equity, cultural/linguistic competence). Please also describe the membership of these committees/workgroups (organizational positioning). Include:
 - i. how committees/workgroups review services/programs with respect to cultural competency issues within the entity;

- ii. how this group corresponds and collaborates with the quality assurance/quality improvement/compliance parts of the organization;
- iii. how committees/workgroups participate in planning and implementation of services within the entity;
- iv. how committees/workgroups transmit recommendations to executive level of entity;

Note - it is important to describe membership of representatives from the most prevalent cultural groups to be served in this project.

- Equity Training Activities

- a. Describe the training strategy to address topics related to diversity, inclusion, cultural competence, and the reduction of disparities in access, quality, and treatment outcomes for marginalized/underserved populations. These include trainings about implicit bias, diversity recruitment, creating inclusive work environments, providing languages access services.

- Workforce Diversity and Inclusion

- a. Describe efforts to recruit, hire, and retain staff from the most prevalent cultural group of service users. This includes a description of:
 - i. a documented data driven goal to recruit, hire and retain direct service/clinical, supervisory, and administrative level staff who are from or have had experience working with the most prevalent cultural groups of ICSC service users;
 - ii. current staffing levels of direct service/clinical staff members who are from or have experience working with the most prevalent cultural groups of its service users;
 - iii. current staffing levels of supervisors who are from or have experience working with the most prevalent cultural groups of its service users;
 - iv. and current staffing levels of administrative staff members who are from or have experience working with the most prevalent cultural groups of its service users.
 - v. Include information about employment postings on platforms and in places specifically designed to hire diverse individuals, the use of language in employment posting(s) that illustrate the Center is seeking to recruit diverse candidates, and efforts to retain diverse employees including use of best practice approaches to mitigate bias in interview/hiring processes.

- Language Access

- a. Describe efforts to meet the language access needs of the recipients served by this project (limited English proficient, Deaf/ASL). This

information should include the use of data to identify the most prevalent language access needs, availability of direct care staff who speak the most prevalent languages and the provision of best practice approaches to provide language access services (i.e., phone, video interpretation). Also include information about efforts to ensure all staff with direct contact with recipients are knowledgeable about using these resources. Additionally, provide information about the plan to provide key documents and forms in the languages of the most prevalent cultural groups of its service users (consent forms, releases of information, medication information, rights, and grievances procedures).

This section should also include information related to:

- i. Addressing other language accessibility needs (Braille, limited reading skills).
- ii. Service descriptions and promotional material.

6.2 Population

- a. Describe where the center will be located and the service area. Using available quantitative data, describe the need for an Intensive Crisis Stabilization center in your area, including projected number of individuals served per month and the method used to project this number.
 - i. Describe your understanding of the service needs and approach for addressing the needs of children, adolescents, families, and adults experiencing a crisis, including those who may have limited support networks and/or resources, and who may not otherwise be engaged in traditional services.
- b. Provide a detailed narrative of the center location and community amenities such as public transportation, parking, and surrounding environment. Include a description of the lot size and/or building.
 - i. If planning to be co-located with an established facility and/or service provider, please identify the facility and/or service provider name and location. Include partnership(s) and how the co-location will benefit the served populations and/or expand services provided at the Center. If planning a stand-alone or free-standing facility, please respond N/A to this question.
- c. Describe and demonstrate experience in engaging children, adolescents, families, and adults experiencing a mental health and/or substance use crisis and acute/complex trauma in the community. Provide a description of the engagement practices and strategies to be used and targeted to meet the needs of the populations being served.

6.3 Description of Program

Responses should be consistent with the CSC Program Guidance **but should not be a reiteration of the Program Guidance**. Responses should describe how your agency would meet these areas following the Program Guidance.

- a. Describe the plan for providing crisis services on a 24 hour per day, 7 day per week basis. Provide a narrative/plan describing how an individual will move through the Center when they present for services (I.e., who will be responsible for greeting, triaging, assessing, etc.).
 - i. Include a narrative describing how staff will work as a multidisciplinary team, including peers and other staff.
 - ii. Describe methods used for greeting, triaging/screening, and assessing recipients.
- b. Describe how the Center will provide and/or contract to provide each of the following services:
 - Triage, screening, and assessment
 - Therapeutic interventions
 - Peer support
 - Ongoing observation
 - Care collaboration with a recipient's identified collaterals
 - Discharge, aftercare planning and follow-up
 - Psychiatric Diagnostic Evaluation and Plan
 - Psychosocial Assessment
 - Medication Management
 - Medication for Addiction Treatment (MAT)
 - Medication Administration and Monitoring
 - Mild to Moderate Detoxification Services
 - i. Describe the tools, strategies, and therapeutic approaches that the Center will use to provide these services – including methods to assess for level of acuity, risk of harm to self, risk of harm to others, and overdose risk.
 - ii. Describe how medications will be managed, stored, and administered.
- c. Describe the treatment/intervention approaches that will be utilized for children and adolescents. The approach should include the Center's relationship with local school districts and colleges, Child Protective Services, and pediatricians/primary care providers. Outline how the treatment/intervention approach for children and adolescents will differ from the treatment approach for adults.
- d. Describe the methods and approaches the Center will use to promote and ensure that services provided are voluntary, person-centered, trauma

informed and recovery-oriented, to all individuals that may present with a range of needs and acuity.

- i. Explain how the Center will address complex situations, including high levels of acuity that may require hospitalization, including but not limited to inpatient psychiatric care, inpatient rehabilitation care, or inpatient detox. Include methods and approaches for internal approval, as well as internal and external warm handoffs.
 - ii. Include a description of how the Center plans to develop a safe, comforting, and welcoming environment for children, adolescents, families, and adults.
- e. Describe methods for developing referral and follow-up systems. Explain how partnerships will be utilized in this planning – including relationships with case managers, peer organizations, and advocate services.
 - i. Describe the approach that will be used to ensure successful transitions to next level of care (when necessary) and other community-based services. Include strategies the Center will utilize when there is not an available service and/or appropriate next level of care.

6.4 Implementation

Responses should be consistent with the CSC Program Guidance **but should not be a reiteration of the Program Guidance**. Responses should describe how your agency would meet these areas following the Program Guidance. In responding, plans should be consistent with the anticipated award contract start date, May 1, 2023, and the anticipated operational timeframe, August 2023.

- a. Provide a plan for how the Center will establish partnerships with other components of the coordinated crisis response system in their area of coverage, including mobile crisis providers, crisis residences, and other Crisis Stabilization Centers. Include a narrative describing how the Center will establish partnerships with other providers and services including law enforcement, EMS, hospitals, inpatient and outpatient providers, and other community services.
 - i. Provide a list of programs and entities the Center will partner with in their service area to ensure there are linkages to services and next level of care when needed. Describe how the Center plans to engage these providers, services and/or entities.
 - ii. Provide a list of existing working relationships, including plans for sustaining and retaining those partnerships as well as the nature of the partnership (such as existing memoranda of understanding or formal agreements).

- b. Provide a staffing plan that includes coverage of peak and off-peak, 24/7 staffing. Include method(s) for projecting peak and off-peak hours. Provide a brief description of the roles and responsibilities of each staff member – including specific skills and level of experience expected of each staff member.
 - i. Include plans and strategies to retain and support staff in a demanding environment.
 - ii. Provide plans for regular staff supervision and what will be included as part of supervision.
 - iii. Provide details of how leadership will obtain, retain, and support staff during periods of workforce shortages and health crisis.
- c. Describe the services that on-call providers/staff will provide. Provide strategies and methods for utilizing on-call staff, including expected response time(s) based on the geography of the service area and needs of the populations being served.
 - i. Additionally, describe the services that telehealth providers/staff will provide. Provide strategies and methods for utilizing telehealth staff, including expected response time(s) based on the Centers ability to provide telehealth services (i.e. equipment and bandwidth). Include plans for how the Center will engage the recipient when services are delivered via telehealth and how on-site staff members will assist.
- d. Describe how the Center will develop a physical space that is comfortable and practical relative to equipment and administrative oversight – including medication administration. Include potential barriers the Center may face operating and maintaining a 24/7 facility and how the Center plans to overcome those challenges.
- e. Describe the method/system that will be used to maintain case records consistent with state and federal rules regarding the confidentiality of protected information, including how case records will be securely stored.
- f. Describe how the Center will proactively prepare for and actively advocate for the safety and wellness of participants during a mental health and/or substance use crises (individual service plans, wellness, and safety plans). Include emphasis on clients whose racial, ethnic or gender identities are known to increase risk of potentially harmful encounters with the emergency response system (i.e., police, EMS).

6.4.1 Capital Project Funds

If the Provider does not plan to utilize/request capital funds, please respond N/A to the following questions.

g. For capital funding, provide the following:

- i. A detailed narrative explanation of the proposed scope of work to be funded using capital money to implement physical plant changes and/or modifications. Note these funds may not be used for acquisition and must be expended within 12 months of the award. Section 5 includes examples of allowable expenditures.
- ii. A timeline showing how the funds will be expended within 12 months of the capital contract execution, as requested by the RFP.

6.5 Agency Performance

- a. Provide a brief summary of the Applicant's experience developing, implementing, and providing physical health, mental health and substance use crisis services. Include general experience as well as experience within the scope of services and supports described in the Program Guidance, if applicable. Include services for which the Applicant is licensed or certified (if applicable), and the population(s) served. Describe how these experiences demonstrate the Applicant's experience and qualification for operating an ICSC.
- b. Describe the Center's planned organizational structure and the administrative and supervisory support for clinical and direct care services to be provided by ICSC staff – including the governing body, and any advisory body that supports the organization and effective service provision.

6.6 Reporting, Quality Improvement and Utilization Review

- a. Describe and demonstrate the effectiveness of the proposed approach to self-monitoring and ensuring ongoing quality improvement for the ICSC, including incorporation of findings based on the regular monthly metrics that are collected. In addition, describe how the Center will link its QI activities to its participation in the active learning community collaboration.
- b. Provide the following:
 - i. *If the Center has an EHR:* A description of the current provider Electronic Health Record (EHR) environment. Include a narrative of how funds will be used to enhance the EHR to collect the required data elements and to support an interoperability system. Include if funding will be used to enhance the EHR system.
 - ii. *If the Center does not have an EHR:* A description of how the Center will establish an EHR environment, including funding

that may be used to create the EHR to collect required data elements that support interoperability, thus minimizing duplicate data entry for staff.

- c. Describe how the Center will use digital technology to support recipient engagement in care. Technology supports include tools and resources for identifying potential service users, communicating and responding to referral sources, communicating with recipients and key support persons, discharge planning, and transition planning. Include description of digital tools available to staff as well as those available to service users.

6.7 Financial Assessment

- a. The proposal must include a 5-year Budget. Applicants must use the template provided (Appendix B). Utilizing any other format may result in your application being disqualified. \$1.4M is available annually, as well as start-up funds totaling \$1.67M. Startup funds may only be used in the first two years of the contract.

When completing the budget template (Appendix B), note the following:

- “Total Revenue” includes Medicaid revenue, third-party payor revenue, and non-state revenue.
- “Total Contract Value” represents the total net deficit funding (start-up and operating) that is being requested.
- Administrative costs cannot be more than 15%. The indirect cost/administrative overhead **rate** is capped 15%. Providers must follow Consolidated Fiscal Reporting Ratio-Value guidance which excludes equipment/property from the direct cost base. Federal Negotiated Indirect Cost Rate Agreements are not allowable.

Any travel costs included in the Budget must conform to New York State rates for travel reimbursement. Applicants should list staff by position, full-time equivalent (FTE), and salary.

- b. Describe how your agency manages its operating budget. Also, applicants must complete a Budget Narrative (Appendix B1) which should include the following:

1. detailed expense components that make up the total operating expenses;
2. the calculation or logic that supports the budgeted value of each category; and,
3. description of how salaries are adequate to attract and retain qualified employees.

Exhibit 4



**Office of
Mental Health**

**Office of Addiction
Services and Supports**

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

CHINAZO CUNNINGHAM, MD
Commissioner

February 21, 2023

William DeVita
Executive Director
Rehabilitation Support Services, Inc.
5172 Western Turnpike
Albany, NY 12209

Dear Mr. DeVita:

Thank you for your agency's proposal submission in response to the Intensive Crisis Stabilization Centers (ICSC) Request for Proposals (RFP) issued by the NYS Office of Mental Health (OMH) and the Office of Addiction Services and Supports (OASAS) on November 4, 2022.

In response to the proposal that your agency submitted, I am pleased to inform you that your application received a passing score and has been conditionally awarded the opportunity to engage in the ICSC program.

Please be advised that the budget template submitted with your proposal was not the Appendix B budget template that was made available in Grants Gateway for this RFP; therefore, successful re-submission and review of the correct budget template is a condition of this award. The attached budget template must be completed and returned to Carol Swiderski at

POL 87(2)(a) - 2 no later than COB Thursday, February 23, 2023.

As a conditionally awarded applicant, you are reminded that the ICSC award is not final or approved for expenditure until such time as the Attorney General and the Office of the State Comptroller has approved the contract.

Please accept the award in writing by Thursday, February 23, 2023 to Carol Swiderski at **POL 87(2)(a) - 2**.

Please distribute this notification through your agency as necessary.

Sincerely,

Carol Swiderski
Issuing Officer

Cc: Denise Balzer
Keith McCarthy
Alexa Cappola
Katerina Gaylord

Exhibit 5



Peter G. Crummey
Town Supervisor

Commercial Zoning Verification

Town of Colonie Building and Fire Services Department
Public Operations Center, 347 Old Niskayuna Road
Latham, New York 12110

Phone () POL
www.colonie.org/departments/building



**THIS APPLICATION IS FOR ZONING VERIFICATION FOR ANY COMMERCIAL PROJECT
FEES ARE DUE AT THE TIME OF APPLICATION
THIS FORM WILL BE ON FILE FOR 1 YEAR**

Any proposal which requires a Town of Colonie Building and Zoning Permit or an approval issued by the Town of Colonie Planning Board/Department must first be reviewed by the zoning enforcement officer of the Town of Colonie to determine whether the proposal violates any provision(s) of the Town of Colonie Zoning Laws. The Officer's determination is based solely upon the information submitted on/with this form and such determination is subject to review and change if the project is modified or further information becomes available at a subsequent date. The officer reserves the right to request further information as deemed necessary. A disapproval of the application by the zoning officer means the project, as designed, cannot proceed for the reasons provided. If you the applicant disagree with the zoning officer's determination you may appeal said determination to the Town of Colonie Zoning Board of Appeals. A new Application for Zoning Verification may need to be submitted if the applicable zoning laws change before the proposed action is completed.

NOTE: IF OWNER IS NOT THE SIGNEE, THE SIGNEE SWEARS THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND THAT THE SIGNEE IS AUTHORIZED TO MAKE SUCH APPLICATION.

1. GENERAL INFORMATION:

CASE #Z 202400267

Address of site of proposed action:

711 Troy-Schenectady Road Latham NY 12110
Number Street City State Zip

Name of applicant Lemery Greisler LLC

677 Broadway, 8FL Albany NY 12207
Number Street City State Zip

Applicant's phone (W) POL (Cell)

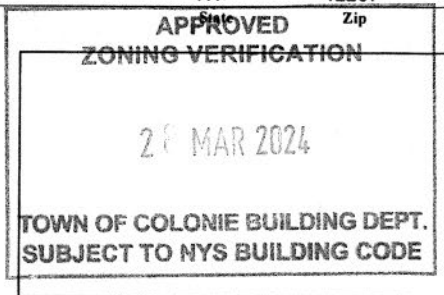
Email Address POL 87(2)(a) - 2

Contact person Charles B. Dumas, Esq.

Email Address

Phone number (W) (Cell)

Property owner(s) Healthcare Trust of America, Inc.



16435 North Scottsdale Road Scottsdale AZ 85254
Number Street City State Zip

2. Describe the present use of the building and property. (If vacant, so note and list last prior use & tenant).

Building on property is a 259,943+- square foot medical office complex consisting of 3 floors. Applicant desires to lease approximately 6,000 square feet on the 1st floor space formerly occupied by Community Care Physicians for its urgent care operations.

3. APPLICANT'S PROPOSED ACTION:

A. Is the proposed action a:

- ☐ New building ☐ Addition ☐ Renovation ☐ Accessory Structure ☐ Other
☒ New tenant (business name) Rehabilitation Support Services, Inc. ☒ (Including Alterations)
☐ Change of use (new use)
☐ Temporary tent (Date tent will be erected) (Date tent will be removed)
☐ Site change or other (describe below)

B. Proposed use (check where applicable):

- | | | | | |
|---------------------------------|--|--|---|---|
| ☐ Office | ☐ Warehouse / Storage | ☐ Motor Vehicle Repair Shop | ☐ Supermarket | ☐ Massage |
| ☐ Bank | ☐ Fast Food Establishment | ☐ Motor Vehicle Service Station | ☐ Wholesale | ☐ Messieur |
| ☐ Retail | ☐ Restaurant / Bar | ☐ Motor Vehicle Sales | ☐ Industrial | ☐ Police Handout |
| ☐ Bakery | ☐ Convenience Food Store | ☐ Mini Mart | ☐ Day Care Child/Adult | |
| ☐ Hotel | ☐ Personal Service Business | ☐ Multifamily Dwelling | ☐ Nightclub | |
| ☐ School | ☐ Wireless Telecom Facility | ☐ Place of Worship | ☐ Other | |

C. DESCRIBED THE PROPOSED USE IN DETAIL IN A COMPLETE DESCRIPTIVE NARRATIVE.

Applicant proposes to use the leased space as a medical facility for the treatment of patients. Hours of operation to be 24 hours a day, 365 days a year.

OVER

4. Parcel is located in a COR (commercial/residential) zoning district (refer to Town of Colonie Zoning Map)

5. SITE INFORMATION: IF THE APPLICANT PROPOSES ONLY A TENANT CHANGE, THIS SECTION MAY NOT BE REQUIRED TO BE COMPLETED. HOWEVER, THIS SECTION MUST BE COMPLETED AND TWO (2) COPIES OF THE PROPOSED SITE PLAN MUST BE SUBMITTED FOR ANY PROPOSAL WHICH INCLUDES A CHANGE OF USE, TEMPORARY TENT, ADDITION, ACCESSORY STRUCTURE OR NEW BUILDING.

A. TEMPORARY TENT: Plan may be hand drawn by the applicant and must depict the existing structure(s), if any, the proposed structure/tent, the lot layout, and all new and existing building setbacks.

B. MAJOR/MINOR OR NONCONFORMING COMMERCIAL SITE OR USE: Plan must be drawn by a licensed N.Y.S. engineer, architect, surveyor or landscape architect and have upon it; the address of the property, all easements, area of the parcel, abutting public highways, frontage of the lot on public highway, all building setback dimensions, the proposed structure, parking, building heights, and all zoning districts within 300 feet of the site. In OR, COR, HCOR and NCOR zoning districts, the site plan must show existing buildings and front yard setback dimensions for abutting properties on each side.

NOTE: MAJOR/MINOR/NONCONFORMING USE Site Development Proposals are defined in the Town of Colonie Land Use Law Section 190-11(A)(B).

C. Area of Property: _____ acres and _____ square feet Lot Size width _____ depth _____
Length of property on a developed street _____ feet
Is this a corner lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.
Is this a through lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.

Building setbacks: Existing Proposed Existing Proposed
Front yard _____ ft. _____ ft. Right side yard _____ ft. _____ ft.
Rear/Front yard _____ ft. _____ ft. Left side yard _____ ft. _____ ft.

Existing Building Height (at peak) _____ ft. _____ stories New Building Size: Length _____ ft. Width _____ ft.
Proposed Building Height (at peak) _____ ft. _____ stories Density Sq. Ft. per acre _____ Units per acre _____

Gross floor area: existing _____ sq. ft. proposed _____ sq. ft. total _____ sq. ft.

6. SIGNATURE OF APPLICANT [Signature]
PRINTED OR TYPED APPLICANT NAME Charles B. Dumas DATE 3/19/24

If DISAPPROVED "Such appeal shall be taken within sixty days after the filing in the town clerk's office of any order, requirement, decision, interpretation or determination of the administrative official charged with the enforcement of such ordinance or local law, from which the appeal is taken".

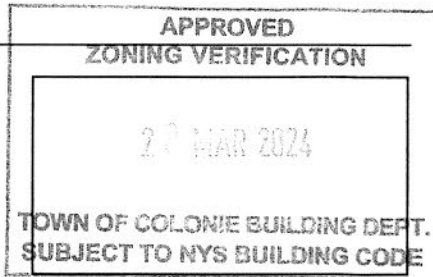
XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR OFFICIAL USE ONLY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

I, Christopher B. Mastromarino, Building Officer of the Town of Colonie do hereby find that the proposed action as described above and any attachments hereto,

IS IN ACCORDANCE [Signature] APPROVED DATE 3/28/24
SIGNATURE OF ZONING OFFICER

IS NOT IN ACCORDANCE _____ DISAPPROVED DATE _____
SIGNATURE OF ZONING OFFICER

with Chapter 190 of the Colonie Land Use Law that is effective as of this date.



TO THE APPLICANT: THIS IS NOT A BUILDING AND ZONING PERMIT. IF YOU WISH TO PROCEED, PLEASE SUBMIT AN APPLICATION FOR THE FOLLOWING:

- ☐ BUILDING AND ZONING PERMIT APPLICATION (Building Department)
☐ APPLICATION FOR ZONING VARIANCE OR INTERPRETATION (Building Department)
☐ APPLICATION FOR PLANNING DEPT. APPROVAL (Planning and Economic Development)
☐ SPECIAL USE PERMIT USE _____

77-013, 88-046, 99-018, 11-031

Variance/SUP granted on property Yes ☒ No ☐ Parcel in/near a wetland Yes ☐ No ☒
Variance # 02-044, 02-044 Parcel in/near a flood plain Yes ☐ No ☒
Is existing use nonconforming Yes ☐ No ☒ Watercourse on/near the property Yes ☐ No ☒

YES NO VIOLATION - CHAPTER 190-118 (BUILDING PERMITS REQUIRED)

☐ CONSTRUCTION STARTED WITHOUT OBTAINING BUILDING AND ZONING PERMIT

Major Zoning Verification \$215 ☐ Fee Paid _____

Minor Zoning Verification \$115 ☒ Fee Paid 73162 @ 3/25/24

Other Zoning Verification \$ 65 ☐ Fee Paid _____

All fees are non-refundable

Exhibit 6

**LEASE AGREEMENT
Medical Office Building**

This Lease Agreement (the "Lease"), made and entered into as of the Effective Date (as defined in Section 40), by and between HEALTHCARE REALTY SERVICES, LLC, a Tennessee limited liability company ("HRS") ("Agent"), as agent for HTA – REGION HEALTH, LLC, a Delaware limited liability company (the "Landlord"), and REHABILITATION SUPPORT SERVICES, INC., a New York not-for-profit corporation (the "Tenant").

1. PREMISES. In consideration of the rents, mutual covenants and agreements set forth herein, the Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises located in that certain medical office building located at 711 Troy Schenectady Road, Latham, New York 12110 (herein called the "Building"), which premises are located on the first (1st) floor of the Building and are deemed to consist of 3,122 rentable square feet (herein called the "Premises"). The Premises are more particularly shown on the floor plan attached hereto as **Exhibit "A"** and are designated as Suite 104. The total rentable square feet in the Building is deemed to be 152,035 rentable square feet, and the Premises is deemed to be 2.05% thereof ("Tenant's Proportionate Share").

2. TERM. The term of this Lease (the "Lease Term") shall commence on the earlier of (i) the date on which Tenant opens the Premises for business, or (ii) the date on which Tenant's Construction Work is deemed "substantially complete" as defined in Section 6(d) (the earlier of (i) and (ii) being the "Lease Term Commencement Date") and shall continue for a term of five (5) years plus any additional days as may be required for the Lease Term to expire on the last day of a month.

3. BASE RENT. Tenant shall pay to Landlord as Base Rent, without notice, demand, abatement, deduction or setoff, except as elsewhere provided herein, the following amounts:

Lease Year	Annual Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
Lease Year 1*	\$26.00	\$81,171.96 (on an annual basis)	\$6,764.33
Lease Year 2	\$26.85	\$83,825.76	\$6,985.48
Lease Year 3	\$27.72	\$86,541.84	\$7,211.82
Lease Year 4	\$28.62	\$89,351.64	\$7,445.97
Lease Year 5	\$29.55	\$92,255.16	\$7,687.93

*Base Rent for the first three (3) months of the Lease Term shall be abated.

Base Rent shall be paid in advance in equal monthly installments on the first day of each and every calendar month during the Lease Term; provided, however, that in the event the Lease Term commences on a day other than the first day of a calendar month, then upon the Lease Term Commencement Date Tenant shall pay to Landlord a pro rata portion of Base Rent for that portion of the calendar month remaining from the Lease Term Commencement Date to the first day of the next following calendar month. Each twelve (12) month period commencing on the Lease Term Commencement Date or any anniversary thereof is referred to herein as a "Lease Year".

4. ADDITIONAL RENTAL. In addition to the Base Rent as specified in this Lease, Tenant agrees to pay to Landlord as additional rent ("Additional Rent") Tenant's Proportionate Share of the amount by which the Operating Expenses (as hereinafter defined) for the Building for any calendar year during the Lease Term exceed the total Operating Expenses for the Building for the calendar year 2025 (the "Base Year").

For the purposes of determining Additional Rent, "Operating Expenses" shall mean all of Landlord's direct or indirect costs and expenses of every kind and nature, paid or incurred in owning, operating, maintaining, repairing, replacing and protecting the Building and the property upon which the Building is located (including any payments made by Landlord pursuant to any ground lease and/or access easements and/or parking easements or leases relating to such property) (collectively the "Property") as determined by Landlord for a particular calendar year or portion thereof. Tenant, at its expense, shall have the right no more frequently than once per calendar year following thirty (30) days prior written notice to Landlord, to audit Landlord's books and records relating to Operating Expenses at an office of Landlord in the reasonable vicinity of the Premises during Landlord's normal office hours or Landlord will make the appropriate records available to Tenant via electronic means.

The Building is a part of a multi-building project (the "Development"). Tenant acknowledges and agrees that as part of the Development, certain costs are required to be paid by Landlord in connection with the Development of which the Building is a part, including Development association dues and fees, common area costs, or other costs arising from covenants, conditions and restrictions, reciprocal easement agreements or relating to the Development. Such costs shall be paid by Landlord, and shall be deemed Operating Expenses herein. Such costs shall be allocated to the Building in the proportion that the rentable area of the Building bears in relation to the total rentable area of the Development (as such rentable area may vary time to time).

Itemized categories of Operating Expenses are more particularly described in **Exhibit "B"** attached hereto and incorporated herein.

Tenant's proportionate share of Operating Expenses for the remainder of the calendar year after the Lease Term Commencement Date and for each subsequent calendar year shall be estimated by Landlord, and written notice thereof shall be given to Tenant. Tenant agrees to pay Landlord each month, at the same time the Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated annual Additional Rent due.

If real estate taxes, or any portion of Operating Expenses including utility, janitorial or other services increase during a calendar year, Landlord may revise the estimated Additional Rent during such year by giving Tenant written notice to that effect, and thereafter Tenant agrees to pay Landlord, in each of the remaining months of such year, an additional amount equal to the amount of such annual increase in the estimated Additional Rent divided by the number of months remaining in such year.

After the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing Tenant's total amount of Additional Rent. Within thirty (30) days after receipt of the aforementioned statement, Tenant agrees to pay Landlord, or if Tenant has overpaid, Landlord shall credit against the next Additional Rent payment or payments due from Tenant, as the case may be, the difference between Tenant's actual Additional Rent due for the preceding calendar year and the estimated Additional Rent paid by Tenant during such year. Landlord and Tenant agree that in the calendar year in which this Lease expires or is terminated, Landlord will not deliver the aforementioned statement for such year until the following calendar year. Landlord and Tenant acknowledge and agree that Tenant's obligation to pay Landlord (or, if Tenant has overpaid, Landlord's obligation to refund to Tenant) the difference between Tenant's actual Additional Rent due for such calendar year and the estimated Additional Rent paid by Tenant during such year shall survive the expiration or termination of this Lease.

5. RENT PAYMENT. The Base Rent, Additional Rent and all payments under this Lease to be made by Tenant to Landlord (collectively referred to hereinafter as the "Rent") shall be made payable to, and mailed or personally delivered to Landlord at the address designated in writing by Landlord. No payment

by Tenant or receipt by Landlord of a lesser amount than the entire payment due under this Lease shall be considered anything other than a payment on account of the earliest Rent due.

If any Rent or other payment under this Lease is not paid when due, it shall bear interest at the rate of 8.00% per annum until paid. However, this provision shall not relieve Tenant from any default.

If applicable, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any city, county, state or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the Rent upon which such tax is based.

6. DELIVERY OF PREMISES. a. In the event that the completion of the Premises is delayed by causes that are beyond the Landlord's control, the Tenant agrees that the Lease Term Commencement Date will be extended accordingly. Landlord will not be liable for any delays in the completion of the Premises or in the Lease Term Commencement Date and the Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and any delays will not permit Tenant to cancel or amend this Lease or diminish any of Tenant's obligations under this Lease.

b. Tenant agrees that no representations, statements or warranties expressed or implied have been made by or on behalf of Landlord in respect to the Premises except as contained in this Lease. Except for the work to be performed by Landlord pursuant to the Work Letter Agreement attached hereto as **Exhibit "C"**, Tenant agrees that Landlord shall not be obligated to make any improvements or alterations to the Premises prior to the Lease Term Commencement Date. Upon the Lease Term Commencement Date, Tenant shall accept the Premises in its existing condition and state of repair with Tenant's Construction Work substantially completed.

c. Subject to the conditions of subparagraph 6.d. below, by taking possession of the Premises, Tenant shall be deemed to have acknowledged that Tenant's Construction Work (as defined in **Exhibit "C"**) substantially conforms to the plans and specifications for such work, except for normal "punch list" items which can reasonably be completed after Tenant has taken possession of the Premises, which "punch list" items are disclosed to Landlord in writing within ten (10) days after Tenant takes possession of the Premises.

d. Landlord shall cause the repair or replacement of any defects in material or workmanship in Tenant's Construction Work, if any, if Landlord receives written notification of such defect from Tenant within the period of one (1) year after the date of "substantial completion" (as defined hereinafter) of Tenant's Construction Work. Tenant's Construction Work shall be deemed "substantially complete" when such work has been completed as certified by Landlord's architect to be in compliance with Construction Documents and all applicable laws, a final certificate of occupancy has been issued for the Premises, except for normal "punch list" items which can reasonably be completed after Tenant has taken possession of the Premises, without substantial interference with Tenant's business. Tenant's sole and exclusive remedy against Landlord shall be for the repair and replacement of defects of material and workmanship as provided herein, and Landlord shall not be responsible for any defect of any nature in Tenant's Construction Work installed by Landlord of which Landlord is not so notified within such one (1) year period. LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH TENANT'S CONSTRUCTION WORK EXCEPT THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6. TENANT'S SOLE REMEDY FOR THE BREACH OF ANY APPLICABLE WARRANTY SHALL BE THE REMEDY SET FORTH IN THIS SECTION 6. Tenant agrees that no other remedy, including without limitation, incidental or consequential damages for lost profits, injury to person or property, or any other incidental or consequential loss shall be available to Tenant.

e. When the Lease Term Commencement Date has been determined, Landlord shall provide Tenant with the written statement attached hereto as **Exhibit "D"** specifying the Lease Term Commencement Date.

f. Prior to the Lease Term Commencement Date, Tenant shall not put any property in the Premises or enter the Premises or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph. However, if Tenant shall occupy the Premises prior to the Lease Term Commencement Date with Landlord's consent, but not open for business, such occupancy by Tenant shall be deemed to be that of a tenant under all of the terms, covenants, and conditions of this Lease, except that the obligation to pay Rent shall not be due and payable until the Lease Term Commencement Date. Notwithstanding the foregoing, Tenant may access the Premises ten (10) days prior to the Lease Term Commencement Date for the purposes of installing Tenant's fixtures, furnishings and equipment.

g. If a casualty occurs to the Premises and/or the Building prior to the Lease Term Commencement Date, Landlord or Tenant may, at Landlord's or Tenant's option, cancel this Lease, in which event this Lease shall become void and of no effect, or, if neither Landlord nor Tenant cancels this Lease, then Landlord shall rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty. In the event of a casualty, if Landlord cannot obtain all utilities, permits and authorizations necessary to reconstruct the Building and/or the interior improvements in accordance with the plans and specifications therefor or complete reconstruction of the Building within a reasonable time, Landlord may terminate this Lease by delivering written notice thereof to Tenant, in which event Landlord shall return the Security Deposit, if any, to Tenant and Landlord and Tenant shall have no further obligations or liabilities under this Lease.

7. SECURITY DEPOSIT. Within ten (10) days of the Effective Date of this Lease, Tenant will pay to Landlord (a) the first full month's Rent in the amount of \$6,764.33 (less any payments previously made by Tenant to Landlord as a design deposit) and (b) a security deposit in the amount of \$13,528.66. Said security deposit shall be held as security for the performance of Tenant's obligations under the Lease by Tenant. Tenant shall not be entitled to interest thereon. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of this Lease.

8. USE OF PREMISES. Tenant shall use and occupy the Premises throughout the Lease Term solely for the purpose of operating and maintaining an Intensive Crisis Stabilization Center in accordance with that certain award letter dated February 21, 2023, from NYS Office of Mental Health and the Office of Addiction Services and Supports (the terms of which are incorporated herein) for the provision of services to patients requiring urgent care and prompt referral to available support services, for all services typically and customarily provided and ancillary thereto, and for no other purpose whatsoever. Tenant will not use the Premises or any part thereof for any use not permitted in Exhibit "E" attached hereto. Tenant recognizes that these restrictions on the use of the Premises are a material consideration for Landlord to enter into this Lease.

Tenant shall comply with all laws, ordinances, rules and regulations pertaining to the use and occupation of the Premises. Tenant shall also comply with any use restrictions or declarations of restrictive covenants affecting the Premises which are of record in the real estate records in the county in which the Premises are located. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building in which said Premises may be located, or cause a cancellation of any insurance policy covering said Building. Tenant shall not commit, or suffer to be committed, any waste upon said Premises or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building in which the Premises may be located.

9. ENVIRONMENTAL COMPLIANCE. Tenant warrants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept or used in or about Premises by Tenant, its subtenants, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials. If the presence of any Hazardous

Materials on, in or under the Premises caused or permitted by Tenant, its subtenants, agents, employees, contractors or invitees results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Materials on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water or ground water.

"Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time ("Environmental Laws").

Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Tenant agrees to indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, by (i) any release of Hazardous Materials by Tenant or Tenant's agents on the Premises or the Building during the Lease Term; or (ii) Tenant's failure to comply with any hazardous materials laws with respect to the Premises. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by Tenant's representatives, contractors, assigns, invitees or any other occupant of the Premises (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Tenant's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything to the contrary herein, Tenant shall have no obligation to indemnify Landlord for any claims, liabilities, losses and expenses arising out of any Hazardous Materials placed, stored or used in the Building by Landlord or its agents, employees or contractors.

Landlord represents and warrants to Tenant that as of the Lease Term Commencement Date as of the Lease Term Commencement Date the Premises will not contain any Hazardous Materials in violation of applicable law.

10. UTILITIES, MAINTENANCE AND SERVICES. Landlord agrees to furnish the Premises with heat and air conditioning, as a part of Operating Expenses, during Normal Hours of Operation, while Tenant is not in default under any of the provisions of this Lease, and subject to the regulations of the Building wherein the Premises are situated. As a part of Operating Expenses, Landlord shall furnish elevator services, water and normal electric current for lighting, ordinary medical equipment and business appliances. Landlord may impose a reasonable charge for any utilities and services, including without limitation, air conditioning, electrical current, and water, provided by Landlord by reason of any substantial use of the Premises at any time other than the hours set forth above or for any use beyond that which Landlord agrees herein to furnish such services and utilities or because of special electrical, cooling and ventilating needs created by Tenant's telephone equipment, computers and other equipment or uses. For purposes of this Lease, the term "Normal Hours of Operation for the Building" shall mean 7:00 a.m. to 6:00 p.m. Mondays through Fridays, and 7:00 a.m. to 1:00 p.m. on Saturdays, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Tenant shall have access to the Building, Premises and Building's parking seven (7) days a week, twenty-four (24) hours a day, fifty-two (52) weeks a year. Additionally, Tenant shall have access to the Premises via exclusive side entry door for law enforcement drop-off twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

Landlord warrants and represents that on the Lease Term Commencement Date the Premises shall be dry, water tight and leak free, all appurtenances servicing the Premises, including but not limited to, electrical, water, heating, ventilation and air conditioning systems, will be in good working order and sufficient for Tenant's intended use of the Premises.

Landlord shall (i) maintain and repair the plumbing lines serving the Premises to the point of entry into the Premises except where a repair to same is needed as a result of Tenant's, its employees' or invitees' negligence or misuse in which case Tenant shall be responsible to make such repairs; (ii) except as otherwise provided in this paragraph, maintain and repair heating and air conditioning systems, Building standard lighting, and mechanical systems serving the Premises and/or in public common areas of the Building; (iii) be responsible for the removal of Tenant's trash (excluding red bag service and the removal of medical waste or hazardous materials), but said trash shall be placed by Tenant in its containers which shall be located within the Premises; (iv) maintain in good order and repair and in a clean and orderly condition the roof, exterior walls and public areas in the Building of which Premises are a part, together with any parking area owned or leased by Landlord which is adjacent to the Building; (v) provide general janitorial services to the Premises (Monday through Friday, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) between 5:00 PM and 3:00 AM. Landlord shall not be liable under any circumstances for failure to furnish, or the stoppage or interruption of such services when such failure, or stoppage or interruption of services is caused by conditions beyond the control of Landlord, or by accidents, repairs or strikes unless such failure, stoppage or interruption affects a material portion of the Premises for a period in excess of five (5) days and is caused by Landlord's negligence or failure to act (as opposed to a general interruption of services in the area), then Tenant shall be entitled to receive an abatement of Rent during the period beginning on the fifth (5th) consecutive day after such failure, stoppage or interruption ending on the day the service is restored; nor shall such failure, or stoppage or interruption of such services constitute an eviction of Tenant. Tenant shall maintain and repair any plumbing lines (including water heaters) which are physically located within the Premises and such maintenance and repair services must be performed by a vendor approved in writing by Landlord. If Tenant installs or causes a (a) special lighting system or component to be installed in the Premises, Tenant shall be responsible to maintain and/or replace such lighting system or component at Tenant's sole cost, and (b) special heating or air conditioning system to be installed in the Premises for the purpose of maintaining a temperature controlled environment for computer systems and/or medical equipment, Tenant shall be responsible to maintain and/or replace such special heating or air conditioning system at Tenant's sole cost. In the event Landlord gives Tenant written consent to install an x-ray machine in the Premises, Tenant shall be responsible to maintain and keep clear of debris all x-ray drains. Notwithstanding any of the provisions of this paragraph, Tenant shall be responsible for the lawful removal and cost of removing medical, special or infectious wastes from the Premises.

With respect to lighting in the Premises, Landlord shall replace all Building standard fluorescent light bulbs/tubes in the Premises. All other light bulbs must be replaced by Tenant at Tenant's sole cost. With respect to ceiling tiles, Landlord shall only be responsible for upkeep and maintenance of Building standard ceiling tiles in the Premises. With respect to paper and soap products, Landlord shall not be responsible to provide or supply any toiletry items, paper products, examination table paper, soap or other hygiene materials to the Premises for Tenant's use in the Premises; provided, however, Landlord shall supply toilet paper, paper towels and soap to all public restrooms in public common areas in the Building.

In no event shall Tenant use or install any wireless telecommunications equipment (other than wireless telephones and secured wireless networks) or associated cabling and conduit in the Premises, the Building or on the roof or façade of the Building except through the Building's central telecommunications cabling distribution system (if such a central telecommunications cabling system has been provided by Landlord) without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

If Tenant installs or causes to be installed any electronic cabling, telecommunication (including telephone and data transmission lines) cabling or computer cabling (collectively referred to hereinafter as "Cabling") within the Premises, Tenant shall remove all Cabling, at Tenant's sole cost and expense, at the

expiration or earlier termination of this Lease, unless Landlord gives Tenant written consent stating that removal of Cabling is not required. In the event Landlord consents to Tenant's non-removal of Cabling, all Cabling shall become the property of Landlord. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to remove any Cabling that Tenant was obligated to remove and failed to remove from the Premises without Landlord's written consent. Tenant shall reimburse Landlord for the costs of removing such Cabling within fifteen (15) days after receipt of Landlord's invoice for such costs and said obligation to reimburse Landlord shall survive the expiration or earlier termination of this Lease.

Landlord may, at its option and at the sole cost and expense of Tenant or from proceeds of Tenant's insurance, repair or replace any damage or injury done to the Building or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors; Tenant shall pay the cost thereof plus a twenty percent (20%) administrative fee to Landlord on demand. Tenant further agrees to maintain and keep the interior of the Premises in good repair and condition at Tenant's expense. Tenant agrees at the termination of this Lease, by lapse of time or otherwise, to deliver up the Premises to Landlord in as good condition as it existed on the date of possession by Tenant, ordinary wear and tear, obsolescence, Landlord's obligations under this Lease, any condition that existed prior to the Lease Term Commencement Date, and damage from casualty or condemnation alone excepted, and Landlord shall have the right to re-enter and resume possession of the Premises whether or not the Premises are vacated by Tenant.

11. ALTERATION OF PREMISES. Tenant shall maintain the Premises in good condition and shall not alter, repair or change the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Landlord consents to any alterations or improvements to the Premises, such alterations or improvements shall remain in the Premises and shall be surrendered to Landlord with the Premises at the expiration or earlier termination of this Lease unless Landlord directs, in writing at least thirty (30) days prior to the termination of the Lease, that Tenant restore the Premises to its original condition, normal wear and tear excepted.

12. INSURANCE. Landlord agrees, as an Operating Expense, to maintain in full force and effect throughout the entire Lease Term general fire and extended coverage insurance including vandalism and commercial general liability insurance. To the extent Landlord also maintains any insurance in any way connected with the Premises, Landlord's insurance shall be excess coverage and Tenant's insurance shall be primary coverage.

Tenant agrees to maintain and keep in force during the Lease Term, without expense to Landlord, with an insurance company with a general policy rating of not less than A and a financial rating of not less than Class X as rated in the most current Best's Insurance Reports and qualified to do business in the state in which the Premises are located or other company acceptable to Landlord, the following policies, all of which shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days' prior written notice to Landlord:

(a) Commercial general liability insurance, in the name of Tenant and naming Landlord and Landlord's property manager as additional insureds, against any liability for injury to or death of persons resulting from any occurrence in or about the Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$1,000,000 for each occurrence and, in case of property damage, not less than \$500,000 for any one occurrence; and

(b) Professional liability insurance applicable to Tenant, any physician or healthcare professional associated with or utilized by Tenant, and services provided by Tenant, in the minimum amount of \$1,000,000 per occurrence/\$3,000,000 annual aggregate per physician/healthcare professional.

To the extent of any and all insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carrier any right of subrogation that may exist or arise as against the other party to this Lease. Tenant shall deliver to Landlord copies of policies of liability insurance required in this Section 12 or certificates evidencing the

existence and amounts of such insurance at the following times: (a) prior to occupancy of the Premises, (b) prior to the expiration of any policies previously furnished to Landlord, and (c) upon the reasonable request of Landlord.

13. INDEMNIFICATION OF LANDLORD AND TENANT. Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damages to goods, wares, merchandise and property in and about said Premises and for injuries to persons in or about said Premises or the property of which the Premises are a part, from any cause. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from Tenant's use, occupancy or enjoyment of the Premises and its facilities or the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, or its agents, employees and invitees in or about the Premises and Tenant shall pay Landlord's actual attorney's fees and litigation costs in connection therewith. Tenant agrees to pay for all damages to the Building, as well as all damage to the tenants or occupants thereof caused by the Tenant's negligence, misuse, or neglect of said Premises or appurtenances. Notwithstanding anything to the contrary herein, Tenant shall not be obligated to indemnify, protect, defend and hold Landlord harmless from and against any claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its agents, employees or contractors.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its employees in or about the Premises and Landlord shall pay Tenant's actual attorney's fees and litigation costs incurred in connection therewith.

14. MECHANIC'S LIENS. Tenant shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises.

15. ABANDONMENT OF PREMISES. Tenant shall not vacate or abandon the Premises for a period greater than sixty (60) days at any time during the Lease Term and if Tenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the Premises shall be deemed abandoned, at the option of the Landlord.

16. LANDLORD'S RIGHT OF ENTRY. Landlord or its agents shall have the right to enter the Premises at reasonable times with at least twenty-four (24) hours advance written notice, except for emergencies in which case no notice shall be required, in order to examine it, to show it to prospective tenants, lenders, ground lessors, and purchasers (provided Landlord may only show the Premises to prospective tenants during the final six (6) months of the Term), or to make such decorations, repairs, alterations, improvements pursuant to its obligations contained in this Lease or in the lease of another tenant in the Building. Landlord will be responsible for conducting such work so as not to impair Tenant's use and enjoyment of the Premises.

17. DESTRUCTION OF PREMISES, EMINENT DOMAIN. a. In the event of a complete or partial destruction of the Premises during the Lease Term from any cause, Landlord shall forthwith repair the same, provided such repair can be made within sixty (60) days under laws and regulations, and in such event Rent will be abated until the damage is repaired, in proportion to the part of the Premises which is so rendered untenable, unless such damage was a result, in whole or in part, of the negligence or willful misconduct of Tenant. If Landlord has not completed the repair within one hundred twenty (120) days of the date of casualty, Tenant may elect to terminate this Lease by notice to Landlord given at any time after the expiration of one hundred twenty (120) days from the date of casualty but prior to the completion of the repair work. If such repairs cannot be made within sixty (60) days, Landlord or Tenant shall have the right to terminate this Lease by giving written notice to the other party within thirty (30) days of the date of the casualty. In addition to the above, in the event that the Building is destroyed to the extent of not less than thirty-three and one-third percent (33-1/3%) of the replacement cost thereof, Landlord or Tenant may elect to terminate this Lease, whether or not the Premises are insured, by written notice to the other. A total destruction of the Building in which the said Premises are situated shall automatically terminate this Lease.

If any portion of the Premises or the Building shall be damaged by fire or other casualty resulting from the fault or negligence of Tenant, or the agents, employees, licensees or invitees of Tenant, such damage shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord, and Rent shall continue without abatement.

b. (i) If any action or proceeding is commenced for the condemnation of the Building or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Building at the time thereof, Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Building or any part or portion thereof. Tenant shall be entitled to seek to recover as against the condemnor, and Landlord shall have no claim for or thereto, for Tenant's trade fixtures and any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is entitled to remove at the expiration of this Lease. (ii) If only a part of the Building is condemned and taken and the Premises or the remaining portion thereof is not suitable for purposes for which Tenant has leased said Premises, either Landlord or Tenant shall have the option to terminate this Lease at the time of such taking. If by such condemnation and taking only a part of the Building is taken, and the Premises or the remaining part thereof is suitable for the purposes for which Tenant has leased said Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises taken by eminent domain, if any, bears to the floor area of the entire Premises.

18. BANKRUPTCY. If a general assignment is made by Tenant or any guarantor of this Lease for the benefit of creditors, or if any action is taken by or against Tenant or any guarantor of this Lease under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant or any guarantor of this Lease (and Tenant or such guarantor fails to terminate such receivership within sixty (60) days after such appointment), or if Tenant or any guarantor of this Lease is adjudicated bankrupt, or if Tenant or any guarantor of this Lease admits in writing that it cannot meet its obligations as they become due, or if Tenant or any guarantor of this Lease is declared insolvent according to any law, or the interest of Tenant under this Lease is levied on under execution or other legal process, or if any petition is filed by or against Tenant to delay, reduce or modify Tenant's capital structure if Tenant is a corporation or other entity, then Tenant shall be in default under this Lease and Landlord shall be entitled to all remedies available under Section 19.

19. DEFAULT BY TENANT. If Tenant fails to (i) perform or observe any covenant (other than the covenant to pay Rent or any other sums due hereunder) to be performed by Tenant under this Lease and continues to fail to perform or observe same for a period of thirty (30) days after receipt of written notice from Landlord pertaining thereto (or a reasonable period of time, using due diligence, if such default cannot be cured within said thirty (30) day period); or (ii) pay any Rent or other sum due hereunder at the time such payment is due; then Tenant shall be deemed to have breached this Lease and Landlord, at its option, may have any one or more of the following remedies, in addition to other rights or remedies it may have at law or in equity:

a. Landlord may terminate this Lease and without further notice repossess the Premises, and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon, (iii) the deficiency between the Base Rent under this Lease and the net amount, if any, of the base rent collected on account of the subsequent lease of the Premises for each month of the period which would otherwise have constituted the balance of the remainder of the Lease Term, (iv) costs of reletting and refurbishing, and (v) any other sum of money and damages owed by Tenant to Landlord; or

b. Landlord may immediately terminate Tenant's right of possession of the Premises, but not terminate this Lease, and without notice or demand enter upon the Premises or any part thereof and take absolute

possession of the same, and, at Landlord's sole option, may relet the Premises or any part thereof for such terms and such rents as Landlord may reasonably elect. Reletting of the Premises shall not be construed as an election on the part of Landlord to terminate this Lease and, notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for default; or

c. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in paragraphs (a) or (b) above, Landlord may bring an action to recover and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in the state in which the Premises are located.

Notwithstanding the foregoing, Landlord shall have a duty to mitigate damages due to a default by Tenant under this Lease.

Notwithstanding the foregoing, if Tenant shall breach this Lease by failing to perform any material covenant (other than the covenant to pay Rent or other sums due hereunder) two (2) or more times in any twelve (12) month period, then notwithstanding that each such breach has been cured by Tenant any further similar breach shall be deemed an event of default without the ability to cure. However, Tenant will not be liable for, and Landlord releases Tenant from, any claims to speculative, indirect, incidental or consequential damages, including and lost sales or profits of Landlord.

20. DEFAULT BY LANDLORD. Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease, Tenant, at its option, in addition to any other remedies available to Tenant at law or in equity, may proceed in equity or at law to compel Landlord to perform its obligations. If Landlord shall be in default under this Lease and, as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Building as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building. Tenant agrees that no other remedy, including without limitation, incidental or consequential damages for lost profits, injury to person or property, or any other incidental or consequential loss shall be available to Tenant.

21. RULES AND REGULATIONS. The Tenant shall comply with all reasonable rules and regulations now or hereinafter adopted by the Landlord during the existence of this Lease; provided a copy thereof has been given to Tenant at least thirty (30) days prior to implementation, the same are in conformity with the common practice and usage in similar buildings, are not inconsistent with the provisions of this Lease and apply to all tenants and occupants of the Building. Current rules and regulations governing Tenant's conduct in the Building are attached hereto as **Exhibit "F"**. In the event of any conflict or ambiguity between the rules and regulations and the terms of this Lease, the terms of this Lease shall control and be binding on the parties hereto.

22. NOTICE. All notices or consents required or permitted under this Lease shall be given in writing and delivered (i) in person, (ii) by United States mail, by certified or registered mail, return receipt requested, or (iii) by recognized overnight courier service (e.g., UPS Next Day or FedEx). If sent by certified or registered mail, such notice shall be deemed delivered two (2) days after deposit in the U.S. mail. If sent by hand delivery or overnight courier service, such notice shall be deemed delivered on the date the notice is received. Notice to the Landlord and Tenant shall be delivered or sent to the addresses set forth below:

Landlord's address:

c/o Healthcare Realty Trust
3310 West End Avenue, Suite 700

Nashville, Tennessee 37203
Attention: Assistant General Counsel

with a copy to Agent at:

Healthcare Realty Services, LLC
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Attention: Senior Vice President, Leasing

Tenant's address:

Rehabilitation Support Services, Inc.
711 Troy Schenectady Road, Suite 104
Latham, New York 12210

23. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublease all or any part of the Premises, by operation of law or otherwise, except with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. If the Tenant is a corporation, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such corporation into or with another; or (ii) the sale, exchange, or other disposition of the majority of the outstanding stock of such corporation resulting in the loss of control thereof by such person who is the majority shareholder upon the date of the execution hereof. If the Tenant is a professional association, partnership, limited liability company or other limited liability entity, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such professional association, partnership, limited liability company or other limited liability entity into or with another; or (ii) the sale, exchange, or other disposition of a beneficial ownership interest in such professional association, partnership, limited liability company or other limited liability entity resulting in the loss of control thereof by such person who is the holder of the majority beneficial ownership interest upon the date of the execution hereof. Tenant shall remain liable under this Lease in the event of any such assignment or subletting.

24. RELOCATION. Intentionally Omitted.

25. ATTORNEY'S FEES. In the event of any legal or equitable action arising out of this Lease, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorneys' fees incurred in connection with such action.

26. GOVERNING LAW. This Lease shall be governed by the laws of the state in which the Premises are located.

27. BROKERS. Landlord and Tenant represent and warrant to the other that it has had no dealings with any real estate broker or agent other than Carrow Real Estate ("Landlord's Broker") and Continuum Commercial Realty ("Tenant's Broker") in connection with the negotiation of this Lease, and that Landlord and Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant hereby agree to indemnify the other for any breach of the warranty given by Landlord and Tenant in this Section. Landlord shall pay a commission to Landlord's Broker in connection with this Lease in accordance with a separate written commission agreement executed between Landlord and Landlord's Broker. Landlord's Broker shall pay a commission to Tenant's Broker in connection with this Lease in accordance with a separate written commission agreement executed between Landlord's Broker and Tenant's Broker.

28. SUBORDINATION AND ATTORNMEN Provided that Tenant is provided with a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant, this Lease is subject and subordinate to any lease wherein Landlord is lessee and to any mortgages or deeds of trust which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part (individually

referred to as a "Mortgage"), and to all renewals, modifications, consolidations, replacements and extensions hereof. In furtherance of such subordination, Tenant shall execute any document that Landlord or Landlord's lender or ground lessor, if any, may reasonably request.

In the event of the sale or assignment of Landlord's interest in the Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease. In furtherance of such attornment, Tenant shall execute any document that Landlord or such purchaser or assignee may reasonably request.

Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of any Mortgage or security instrument shall govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the Building in which the Premises are situated, insofar as they may apply to such mortgagee, shall be limited to insurance proceeds or eminent domain awards received by such mortgagee after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

Upon notification by Landlord of the name and address of any such mortgagee, Tenant hereby agrees to give to such mortgagee copies of all notices of Landlord default(s) under this Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. The mortgagee shall have the right to remedy any Landlord default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants the mortgagee such additional period of time as may be reasonable to enable mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by the mortgagee of any term, covenant, condition or agreement to be performed by Landlord under this Lease with the same force and effect as though performed by Landlord. No Landlord default under this Lease shall exist or shall be deemed to exist (i) as long as such mortgagee, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by such mortgagee, as long as such mortgagee, in good faith, shall have notified Tenant that it intends to institute proceedings under its Mortgage or security documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of this Lease by reason of any default thereunder by Landlord, upon the mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to such mortgagee or its designee or nominee a new lease of the Premises for the remainder of the Lease Term upon all of the terms, covenants and conditions of this Lease.

29. ESTOPPEL CERTIFICATES. Tenant shall, upon not less than ten (10) days prior request by Landlord or any first mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, as the case may be, a statement in writing certifying that this Lease is unmodified and 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); that Landlord is not in default and has fully performed its obligations hereunder (or if there has been a default, stating the default); and the dates to which the rent and any other charges have been paid in advance. Further, without limiting the foregoing and without the necessity of any additional documentation (unless Landlord or any mortgagee requests reaffirmation of the following by separate agreement which Tenant agrees to execute), for the benefit of each such mortgagee, Tenant agrees that, in the event that any such mortgagee succeeds to the interest of Landlord under this Lease, such mortgagee shall not: (A) be liable for any act or omission of Landlord or any prior landlord under this Lease; or (B) be subject to any defense, set-offs, counter-claims or offsets which Tenant may have against any prior landlord (including Landlord); or (C) be bound by any payment of Rent, which Tenant may have paid for more than one (1) month in advance of the due date hereunder to any prior landlord hereunder (including Landlord); or (D) be bound by any obligation to make any payment to Tenant which was required to be made prior to the time such mortgagee succeeds to Landlord's interest; or (E) be accountable for any monies deposited with any prior landlord (including Landlord) (including security deposits), except to the extent same are actually received by said mortgagee; or (F); or (G) otherwise have any liability, duty or obligation whatsoever under this Lease, or under any extension or renewal hereof, either by virtue of any assignment

of leases or rents granted by Landlord to said mortgagee or the subsequent collection of rents thereunder, until said mortgagee, or its designee or nominee becomes the fee owner of the Property, and then only for such periods during which such mortgagee or its designee or nominee actually owns the Property.

30. QUIET ENJOYMENT. Landlord warrants that Tenant shall have quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

31. SIGNS. No signs of any kind or nature, symbol or identifying mark shall be put in or on the Building or the property on which the Building is located, without prior written approval of Landlord. All signs and lettering shall conform in all respects to the sign and/or lettering standards established by Landlord. Landlord shall provide and install, at Landlord's cost, all letters, numerals or Tenant suite plaques at doors to the Premises. Landlord shall also include Tenant's name on the Building directory. Any changes requested by Tenant to suite plaque or the Building directory shall be at Tenant's cost.

32. HOLDING OVER. In the event Tenant, or any party claiming under Tenant, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall be an unlawful detainer, and no tenancy or interest shall result from such possession. Such occupants shall be subject to immediate eviction and removal, and Landlord, in addition to all other remedies available to it hereunder shall have the right to receive as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to one and one-half times the Monthly Base Rent specified in this Lease, as applied to such period, together with all other payments required hereunder as Additional Rent, provided that Tenant shall nonetheless be a tenant at sufferance.

33. LANDLORD'S EXPENSES. In addition to other provisions herein, Tenant agrees and shall pay and/or reimburse Landlord's reasonable out-of-pocket costs and expenses, including legal fees, incurred or resulting from and relating to: (a) requests by Tenant for approval or consent under this Lease; or (b) any circumstances or developments which give rise to Landlord's right of consent or approval; or (c); or (d) a request for changes including, but not limited to: (i) the permitted use of the Premises, (ii) alterations and improvements to the Premises, (iii) subletting or assignment, or (iv) any other changes in the terms, conditions or provisions of this Lease. Such expenses and fees shall be paid by Tenant within thirty (30) days of the submission of a statement for the same.

34. CONDITIONS PRECEDENT. Intentionally Deleted.

35. FINANCIAL STATEMENTS. Within one hundred twenty (120) days after the end of each of Tenant's fiscal years during the Lease Term, or any extension thereof, Tenant will furnish to Landlord a certified copy of its consolidated financial statements, and those of any person or entity guarantying Tenant's obligations under the Lease, for the preceding fiscal year. As used in the preceding sentence, the term "consolidated financial statements" shall mean for any fiscal year or other accounting period for Tenant and its consolidated subsidiaries, if any, statements of earnings and retained earnings and of changes in financial position for such period and for the period from the beginning of the respective fiscal year to the end of such period and the related balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding fiscal year, and prepared in accordance with generally accepted accounting principles. Within forty-five (45) days after the end of each quarter of Tenant's fiscal year during the Lease Term, or any extension thereof, Tenant will furnish to Landlord copies of its balance sheet and income statement depicting in reasonable detail Tenant's financial performance for such fiscal quarter. In addition to the foregoing financial statements, Tenant will furnish to Landlord, with reasonable promptness, such other information respecting the financial condition and affairs of Tenant as Landlord may reasonably request from time to time.

36. GENERAL PROVISIONS. (i) The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent hereunder shall not be construed

to be a waiver of any breach by Tenant of any term, condition or covenant of this Lease; (ii) It is understood and agreed that the remedies herein given to Landlord shall be cumulative, and the exercise of any one remedy of Landlord shall not be to the exclusion of any other remedy; (iii) Subject to the provisions as to assignment, the covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder; (iv) Time is of the essence of this Lease; (v) Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord; (vi) the captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease; (vii) If any term, covenant, condition or provision of this Lease is held by a court competent of jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (viii) Landlord and Tenant represent and warrant to each other that the officer or person signing this Lease on its behalf is an authorized signatory and is authorized to legally bind such party to this Lease.

37. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF LANDLORD AND TENANT IN ENTERING INTO THIS LEASE.

38. GUARANTY OF LEASE. Intentionally Deleted.

39. SURRENDER OF PREMISES. Tenant shall, upon the expiration or earlier termination of the Lease Term, surrender all keys to the Premises to Landlord's property management office, inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises, and surrender the Premises to Landlord in as good condition as the Premises were in as of the Lease Term Commencement Date, ordinary wear and tear, obsolescence, Landlord's obligations under this Lease, any condition that existed prior to the Lease Term Commencement Date, and damage from casualty or condemnation excepted. All alterations, additions, and improvements made to or fixtures or improvements placed in or upon the Premises by either party (excepting only moveable partitions, office furniture, trade fixtures, office equipment and personal property of Tenant) shall be deemed a part of the Building and the property of Landlord at the time they are placed in the Premises and, except as provided in the next grammatical sentence, such alterations, additions, improvements or fixtures shall remain in the Premises and be surrendered with the Premises to Landlord upon the expiration or earlier termination of this Lease. Upon Landlord's written request prior to the expiration or earlier termination of the Lease Term, Tenant shall remove alterations or additions that have been constructed and installed in the Premises at Tenant's request or for Tenant's benefit and return the Premises to its original condition as of the Effective Date, ordinary wear and tear excepted.

40. EFFECTIVE DATE. The "Effective Date" shall be the date upon which the last party signs this Lease and delivers it to the other party.

41. COUNTERPARTS. This Lease may be executed in more than one counterpart, and delivered via facsimile or electronic mail.

42. PARKING. Parking for the Building is available on a first come first serve basis at no additional charge to Tenant, provided, however, Tenant shall have eight (8) reserved parking spaces located adjacent to the exclusive side entry door to the Premises.

43. OPTION TO EXTEND LEASE TERM. Tenant shall have the right and option to extend the Lease Term for two (2) additional terms of five (5) years each (each an "Extended Term"). Each Extended Term

shall be on and subject to the same terms, covenants and conditions as set forth herein, except for Base Rent which shall be determined in accordance with this section. Tenant shall exercise an extension option, if at all, by giving Landlord written notice of such exercise not less than 180 days prior to the end of the then-current Lease Term (for the first extension) or the end of the first Extended Term (for the second Extended Term). Tenant's right to exercise such option and extend the Lease Term is subject to the following terms and conditions precedent, which are solely for the benefit of Landlord: (i) this Lease shall be in effect at the time notice of exercise of the option is given and on the last day of the then-current Lease Term or the first Extended Term, as the case may be, (ii) Tenant shall not have received notice of default under any provision of this Lease, and failed to cure such default, at the time notice of the exercise of the option is given and on the last day of the then-current Lease Term or the first Extended Term, as the case may be, and (iii) the original Tenant under this Lease shall be in occupancy of the Premises (it being understood that any rights to renew or extend the Lease Term that are granted to the original Tenant shall be personal to the original Tenant and may not be assigned to any permitted assignee without Landlord's prior written consent).

In the event Tenant exercises an option to extend the Lease Term in accordance with this section, then the annual Base Rent shall be adjusted as of the first day of such Extended Term to an amount equal to one hundred three and twenty-five hundredths percent (103.25%) of the Base Rent payable during the last Lease Year of the original Lease Term or the prior Extended Term, as the case may be. Thereafter, during each year of the Extended Term, Base Rent shall increase during each lease year of the Extended Term by an amount equal to one hundred three and twenty-five hundredths (103.25%) of the annual Base Rent for the prior Lease Year.

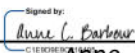
44. LANDLORD REENTRY. Landlord acknowledges that the rights of re-entry into the Premises as set forth in this Lease do not confer on Landlord the authority to operate a chemical dependence facility. Landlord agrees to give the New York State Office of Addiction Services and Supports at least thirty (30) days' notice by certified mail of an intent to re-enter the Premises or to initiate dispossess proceedings, and at least sixty (60) days' notice of expiration of the Lease. Further, Landlord acknowledges that rights of re-entry into the Premises set forth in this Lease do not confer on Landlord the authority to operate on the Premises a facility for the mentally disabled, as defined in Article 1 of the Mental Hygiene Law.

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THE PARTIES HERETO have executed this Lease in duplicate as of the day and year written below such parties' signatures.

LANDLORD:

HEALTHCARE REALTY SERVICES, LLC
as agent for HTA – REGION HEALTH, LLC

By:  _____
Name: Anne C. Barbour
Title: First Vice President and National Director Leasing
Date of Signature: 12/23/2024

TENANT:

REHABILITATION SUPPORT SERVICES, INC.

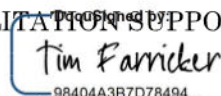
By:  _____
Name: Tim Farricker
Title: Director of Facilities
Date of Signature: 12/4/2024

Exhibit "B"

Operating Expenses

Operating Expenses may include, without limitation:

(i) all taxes, assessments, excises, tax levies, fees and all governmental charges, whether general or special of every character in respect of the Property or rental payments from tenants which may be assessed or be a lien upon Landlord's interest in the Property, the Property or any rent therefrom, or any occupancy, operation, use or possession of, sales from or activity conducted on or in connection with the Property; costs and expenses of contesting the validity or amount of such taxes, assessments, fees and charges; insurance premiums; water, sewer, electrical and other utility charges; service and other charges incurred in the operation and maintenance of the Property including the elevators and the heating, ventilation and air-conditioning system; cleaning and other janitorial services; costs of all tools, supplies and materials; costs of repair and general maintenance, including without limitation, any reasonable depreciation charges applicable to all equipment used in repairing and maintaining the Property; ground rents; landscape maintenance costs; security services; data processing services; costs of alarm services, fire protection, sprinklers and window cleaning; maintenance and operation of parking facilities; license, permit and inspection fees; management fees; the office rent and commercially reasonable salaries and compensation of all employees engaged in the operation, maintenance and security of the Property including taxes, insurance and benefits (including pension, retirement and fringe benefits) relating thereto; trash removal; garage maintenance and operating costs; all damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses which are reasonable and necessary) incurred by Landlord by reason of any accident, injury to or death of persons or loss of property occurring on or about the Property or adjoining sidewalks in excess of applicable insurance policies of Landlord; legal fees and accounting costs, including costs of audits of the Operating Expenses; commercially reasonable reserves deemed necessary by Landlord for operation of the Property in a first class manner; costs of complying with all legal requirements applicable to the Property (including the cost of any capital improvements made to the Building by Landlord that are required under any governmental law or regulation not applicable to the Building or not in effect at the time it was constructed); and, in general, all other costs and expenses which would generally be regarded as operating and maintenance costs and expenses, including those which would normally be amortized over a period not to exceed five (5) years; and

(ii) the cost of any capital improvements made to the Building by Landlord that reduce Operating Expenses, such cost to be amortized over such reasonable period as Landlord shall determine with a return on capital at the then current interest rate on the unamortized balance or at such higher interest rate as may have been paid by Landlord on funds borrowed for the purpose of constructing such capital improvements. However, the portion of any increase in annual Operating Expenses shall never exceed the amount of reduction in the annual Operating Expenses attributable to such improvements.

Operating Expenses shall not include: (i) Federal and State taxes imposed upon or measured by the gross receipts or income of Landlord (unless a future change in the method of taxation causes any franchise, gross receipts, income, profit or other tax to be levied against Landlord in substitution in whole or in part for or in lieu of or in addition to any tax included as an Operating Expense hereunder and, in such event, any such tax shall (with appropriate adjustments where necessary) be deemed to be Operating Expenses for the purposes hereof); (ii) payments made by tenants of the Building, either to third parties or to Landlord, under agreements for direct reimbursement for services (e.g., separately metered utilities, separate contracted janitorial services, property taxes directly reimbursed to Landlord, sales taxes on Rent (as defined in Section 5 of the Lease) paid directly by any tenant, etc.); (iii) the cost of repairs, restoration or other work occasioned by fire, windstorm or other casualty, but only to the extent same are paid for with the proceeds of insurance; services reimbursed to Landlord by tenants; capital acquisitions; penalties and legal expenses incurred by

Landlord due to Landlord's violations of governmental laws; expenses incurred for the renovation of space for new tenants (except Building standard repairs or construction); depreciation allowance; or interest and principal payments on mortgages and other non-operating debts of Landlord, (iv) salaries and benefits of personnel above the level of property manager (including applicable payroll taxes, worker's' compensation insurance, disability insurance and fringe benefits); (v) Landlord's corporate office overhead (as opposed to the expenses of any local office designated for this Building); (vi) amounts paid to affiliates of Landlord in excess of commercially reasonable amounts; (vii) amounts resulting from any failure by Landlord to meet its legal or contractual obligations; (viii) works of art; (ix) dues to professional and lobbying organizations or other membership dues; (x) meals and entertainment expenses; (xi) conference, seminar or other education expenses; or (xii) repairs to the common areas necessitated by acts, default or negligence of landlord, its employees, agents, licensees or contractors.

Exhibit "C"**Work Letter Agreement****1. General Provisions**

1.1 Landlord shall provide Tenant an improvement allowance (the "Allowance") of Seventy Dollars (\$70.00) per rentable square feet, for a total of Two Hundred Eighteen Thousand Five Hundred Forty Dollars (\$218,540.00), for work in preparing the Premises for Tenant's use ("Tenant's Construction Work"). The Allowance shall be available solely for the construction costs of leasehold improvements (the "Construction Costs") and no portion thereof shall be used for furniture, personal property, working capital, free rent or other such purposes. Notwithstanding anything herein to the contrary, Landlord makes no representation or warranty that the Allowance is sufficient to pay the full amount of the Construction Costs. Notwithstanding anything to the contrary herein, the Allowance must be used by Tenant not later than the date that is twelve (12) months after the Effective Date of the Lease. Any portion of the Allowance not used by Tenant by such date shall be deemed forfeited and waived.

1.2 If the Construction Costs of Tenant's Construction Work exceeds the Allowance, Tenant shall pay the excess amount to Landlord prior to taking occupancy of the Premises. In the event that the Lease shall expire or terminate for any reason prior to the time that Landlord has fully recovered the excess costs of Tenant's Construction Work, Tenant shall pay on demand to Landlord as Additional Rent, the remaining balance of the excess costs and Tenant's obligation to pay such excess costs shall survive the expiration or earlier termination of the Lease. Tenant agrees that in the event Tenant defaults in the payment of the costs of Tenant's Construction Work in excess of the Allowance, Landlord (in addition to all other remedies) has the same rights as in the event of default of payment of Rent under the Lease.

1.3 If Tenant's Construction Work has not been substantially completed (as defined in Section 6(d) of the Lease) by February 1, 2025 due to omission, delay or default by Tenant or anyone acting under or for Tenant, including but not limited to (a) Tenant's failure to approve plans within the time period set forth herein, (b) Tenant's failure to respond to other construction related requests from Landlord within two (2) business days or (c) changes to the space plan and working drawings requested by Tenant prior to or after the commencement of Tenant's Construction Work, then Tenant's Construction Work shall be deemed "substantially complete" as to the Premises as of February 1, 2025 and the Lease Term Commencement Date of this Lease will occur as of February 1, 2025, regardless of whether any prior notice was given to Tenant of Tenant's delays and the obligations of Tenant under this Lease (including, without limitation, the obligation to pay Rent) shall nonetheless commence as of February 1, 2025.

1.4 If, by the date specified in Section 1.3 of this Work Letter, the Premises are not substantially completed due to a delay caused by Landlord, then as Tenant's sole remedy for the delay in Tenant's occupancy of the Premises, the Lease Term Commencement Date shall be delayed and the Rent herein provided shall not commence until the earlier of (a) the date on which Tenant opens the Premises for business, or (b) the date on which Tenant's Construction Work is "substantially completed" (as defined in Section 6(d) of the Lease).

1.5 Under no circumstances whatsoever will Tenant or Tenant's authorized representatives (including Tenant's Design Consultants) ever alter or modify or in any manner disturb any system or installation of the Building, including, but not limited to, fire or smoke rated partitions, Central plumbing systems, Central electrical systems, Central heating, ventilating and air conditioning systems, Central fire protection and fire alert systems, Central building maintenance systems, Central structural systems, elevators and anything located within the Central core of the Building. Only with Landlord's express written permission and under the direct supervision of Landlord or Landlord's Contractor shall Tenant or Tenant's authorized representative alter, modify or in any manner disturb any Branch of any such Central system or installation of the Building which is located within the Premises, including, but not limited to Branch plumbing system, Branch electrical system, Branch heating, ventilating and air conditioning system, and Branch fire protection and alert system. For purposes of this Section 1.5, the term "Central" shall be defined as that portion of the Building system or component which is within the core and/or common to and/or serves

or exists for the benefit of other tenants in the Building, and shall include but not be limited to main fire loops on each floor of the Building and duct work to the VAV box. For purposes of this Section 1.5, the term "Branch" shall be defined as that portion of any Building system or component which serves to connect or extend Central systems into the Premises.

1.6 All design, construction and installation of Tenant's Construction Work shall conform to the requirements of applicable building, plumbing, electrical and fire codes and the requirements of any authority having jurisdiction over or with respect to such work, as such codes and requirements may from time to time be amended or supplemented. Furthermore, all such design, construction and installation of Tenant's Construction Work is subject to the prior written approval of Landlord.

1.7 Tenant agrees to use, as a part of Tenant's Construction Work, Building standard materials including, but not limited to, Building standard corridor doors, VAV boxes, hardware, lights or other materials unless other corridor doors, VAV boxes, hardware or lights are requested by Tenant and approved in writing by Landlord.

1.8 Tenant acknowledges that Landlord has entered into this Lease in reliance on the diligent and good faith cooperation of Tenant in the timely completion of Tenant's Construction Work, so as to ensure that the Premises are ready for Tenant's use when anticipated by Tenant. Tenant hereby covenants and agrees that it will cooperate with Landlord, diligently and in good faith, to complete the Tenant work process in a timely manner in accordance with the schedules established by Landlord.

1.9 Tenant understands dimensions to be shown in the plans and specifications for the Building, and in any leasing brochure, are approximate and may change due to field conditions.

2. Preliminary Design Consultant Decisions

2.1 Tenant shall be required to use the services of Landlord's architect, engineers and interior designers (collectively, "Landlord's Design Consultants") in designing Tenant's space plan for the Premises.

3. Preparation of Construction Documents

3.1 Tenant shall cooperate with Landlord in developing plans and specifications for Tenant's Construction Work, which plans and specifications shall be prepared by Landlord's Design Consultants. Tenant agrees to make and communicate design decisions to Landlord's architect in a timely fashion. The plans and specifications for Tenant's Construction Work shall be subject to the prior approval of Landlord (which approval shall not be unreasonably delayed, conditioned or withheld). The cost of the services provided by Landlord's Design Consultants shall be paid for by Tenant and may be paid from the Allowance.

3.2 Landlord's architect shall submit Construction Documents for Landlord's approval. Landlord shall have fourteen (14) days to approve or deliver written comments regarding the Construction Documents to Tenant. The "Construction Documents" shall set forth in detail the requirements for construction of the Premises and shall include drawings and specifications that establish in detail the quality of materials and systems required for the Premises. The Construction Documents shall comply with local building codes, regulations and laws and include, without limitation, architectural, structural (if required), mechanical (heating, ventilating and air conditioning), fire protection, plumbing and electrical drawings and specifications. The Construction Documents shall be provided to Landlord in the following formats: two sets of drawings and one CD-ROM disk containing the drawings in the CAD format approved by Landlord.

3.3 With respect to interior design services, Landlord and Tenant agree that the cost of interior design services provided by Landlord's Design Consultants shall be paid by Tenant and may be paid from the Allowance. If Tenant hires its own interior designer, such services shall be paid by Tenant at its sole cost. Tenant shall be responsible to coordinate the efforts of Tenant's own interior designer, if applicable, with Landlord's architect and the project contractor to insure that no delays are caused to either the planning or construction of Tenant's Construction Work.

4. Completion of Premises

4.1 Tenant shall be required to use the services of Landlord's contractor ("Landlord's Contractor") in constructing the improvements in the Premises. All work involved in completion of Tenant's Construction Work shall be carried out by Landlord's Contractor, at Tenant's sole expense (subject to Landlord's obligation to provide the Allowance), under the sole direction of Landlord. Tenant shall cooperate with Landlord and Landlord's Contractor to promote the efficient and expeditious completion of such work.

4.2 Within thirty (30) days after receipt of the approved Construction Documents, Landlord will submit to Tenant written estimates of the cost of Tenant's Construction Work. Tenant shall accept or reject in writing such cost estimates within five (5) days. If Tenant rejects or fails to respond to such cost estimates within such five (5) day period, Landlord shall not carry out any of Tenant's Construction Work set forth in the Construction Documents until approval thereof is received. In the event that Tenant rejects or fails to respond to such cost estimates within such five (5) day period, Tenant shall have until the fifth (5th) day following such five (5) day period in which to cause Tenant's or Landlord's architect, as the case may be (the "Project Architect"), at Tenant's sole cost, to submit revised Final Space Plan and Construction Documents, if necessary. Upon receipt of the revised Design and Construction Documents, Landlord shall have fourteen (14) days to obtain new bids from Landlord's Contractor. Tenant agrees that Tenant is responsible for any and all reasonable increases in the costs of Tenant's Construction Work resulting from governmental requirements in connection with Tenant's Construction Work, whether such increases occur before the cost estimates are initially submitted to Tenant, or after all final bids have been taken and such cost estimates have been approved by Tenant.

4.3 During the construction work process, if there are any changes in Tenant's Construction Work requested by or on behalf of Tenant, from the work as reflected in the Construction Documents, each such change must receive the prior written approval of Landlord and must be paid for by Tenant. In such event, upon substantial completion of the Premises, Tenant shall, at its sole cost and expense, cause the Project Architect to prepare and deliver to Landlord "as-built" drawings of Tenant's Construction Work reflecting the changes made to the previously approved Construction Documents.

4.4 The Allowance shall be disbursed by Landlord in accordance with the draw requirements of Landlord or Landlord's construction lender.

4.5 Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the Construction Documents, as long as same does not substantially and adversely affect Tenant. Tenant further acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modification, changes or omissions to the Construction Documents, if same are required by any governmental or quasi-governmental authority or utility. Tenant also acknowledges and agrees that Landlord may, regarding the Premises, substitute materials, equipment, cabinets, fixtures, appliances, and/or floor coverings with items of similar or greater quality, utility, value, and/or color without Tenant's consent and without liability to Tenant. Tenant understands the location of telephone, electric and other utility outlets are subject to change. Tenant understands materials such as brick, wood, wood grain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation. Tenant acknowledges and agrees that Landlord will have complete discretion in "finishing details."

EXHIBIT "D"

Commencement Date Letter

[Landlord's Letterhead]

Re: Lease Agreement, dated _____, 2024, between Healthcare Realty Services, LLC as agent for HTA – Region Health, LLC ("Landlord") and Rehabilitation Support Services, Inc. ("Tenant")

Dear _____:

The purpose of this letter is to confirm the following:

(i) The Lease Term Commencement Date for the referenced Lease Agreement is _____.

(ii) The Lease Term expires on _____.

Sincerely,

By: _____

Exhibit "E"

Prohibited Uses

- i. Any purpose other than for the practice of medicine or medically related services for the care and treatment of humans;
- ii. The operation of a laboratory other than for Tenant's own use (i.e., there shall be no sale or provision of services to parties other than the patients of Tenant);
- iii. The operations of any outpatient surgery center or birthing center, or for providing physical therapy, pulmonary or cardiological testing services;
- iv. The operation of a pharmacy, other than for Tenant's own use (i.e., there shall be no sale to parties other than the patients of Tenant), a gift shop, a flower shop or food services;
- v. The operation of a practice whose principal business activity is the provision of one or more of the following services: Computerized Tomography (CT Scanner), Magnet Resonance Imaging (MRI), Nuclear Medicine, PET, Ultrasound and Mammography;
- vi. The operation of a free standing radiology facility or clinic or a hospital based radiology group practice;
- vii. The operation of a practice providing therapy services to autistic children under the age of nineteen (19), including, but not limited to Applied Behavioral Analysis Therapy ("ABA"), as well as any group developmental intervention services within the New York State's Early Intervention Program and other similar services; **[Note: This language is still in the process of being negotiated and may be revised.]**

Notwithstanding the foregoing, the restrictions set forth in the foregoing subparagraphs (i) through and including (iv) shall not be construed as prohibiting Tenant from providing services to its patients that are typically and customarily provided by physicians to their patients in physician's offices.

EXHIBIT "F"

Rules and Regulations

1. No animals shall be kept in or about the Premises.
2. Tenant shall not use the water closets and other plumbing fixtures for any purposes other than those for which they were constructed, and shall not place any debris, rubbish, rags or other substances therein. All damage resulting from any misuse of the fixtures shall be borne by the Tenant whose servants, employees, agents, customers, contractors, subtenants, assignees, patients, invitees, or licensees shall have caused the same.
3. Tenant shall not place any furniture, equipment, records, trash or other objectionable material in the common areas other than in an appropriate refuse container.
4. Tenant or his employees shall not make or commit any indecent or improper acts while on the property or make any unseemly or disturbing noises or disturb or interfere with neighboring occupants of the Building or the Premises or those having business with them, whether by use of any musical instrument, radio, loud speaker, singing, or in any other way. Tenant or his employees shall not throw anything out of the doors or windows of the Premises.
5. The Premises shall not be used for the sale of merchandise in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind to persons who are not patients of the tenant.
6. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in the parking lot or for any injury sustained by any person in the parking lot.
7. The entry, corridors, and stairways shall not be obstructed by Tenant, nor used by Tenant for any purpose other than ingress or egress to and from Tenant's offices, nor must employees of Tenant loiter or congregate therein. The floors and windows that reflect or admit light into passageways in common areas shall not be covered or obstructed by Tenant.
8. Landlord reserves the right to make such other and further rules and regulations as permitted by the Lease.
9. Tenant shall not, without the written consent of Landlord, place a load upon any floor of the Building exceeding 80 pounds per square foot. Additional air conditioning, electrical or other facilities required in connection with the installation and operation of any computers or other large business equipment shall be made at Tenant's expense and only after obtaining Landlord's written consent. Tenant shall pay for the cost of electrical current required to operate computers and other large business equipment and for the cost of additional air conditioning necessitated by such equipment.
10. Tenant will not permit or suffer any signs, advertisement or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises or on windows or doors or on the adjacent street, except that directory boards and Premises identification signs shall be provided by Landlord. Signage on entry doors will be provided by Landlord consistent with signage standards within the Building.

11. In the event that Tenant should from time to time, or at any time, require heating or air-conditioning in the Premises after the hours specified in the Lease, Landlord agrees to provide the same to Tenant provided Tenant shall give Landlord at least 12 hours advanced notice of the need for after-hours heating or cooling. The charge for such after-hours heating and cooling shall be at a rate per hour determined by Landlord from time to time. Landlord may either publish such rates or will provide the same to Tenant upon request. All charges for after-hours heating and cooling requested by Tenant shall be additional rent under this Lease and due and payable with the next monthly installment of Rent.

12. Neither Tenant nor its employees, patients, contractors and/or other licensees or invitees shall obstruct, loiter or congregate in any common area of the Building, including, without limitation, any common area corridors, common area hallways, common area stairways and common area restrooms. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

13. Neither Tenant nor its employees, patients, contractors and/or other licensees or invitees shall use the common area corridors, common area hallways and common area stairways for any reason other than ingress and egress to and from Tenant's Premises. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

14. Tenant, its employees, agents, patients and visitors shall not smoke in the Building nor within 100 feet of the Building entrances, exits, windows or vents, and shall comply with all applicable smoking laws.

EXHIBIT "G"

GUARANTY OF LEASE

Intentionally Deleted

Exhibit 7

LEASE AGREEMENT
Medical Office Building

This Lease Agreement (the "Lease"), made and entered into as of the Effective Date (as defined in Section 40), by and between HEALTHCARE REALTY SERVICES, LLC, a Tennessee limited liability company ("HRS") ("Agent"), as agent for HTA – REGION HEALTH, LLC, a Delaware limited liability company (the "Landlord"), and REHABILITATION SUPPORT SERVICES, INC., a New York not-for-profit corporation (the "Tenant").

1. PREMISES. In consideration of the rents, mutual covenants and agreements set forth herein, the Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises located in that certain medical office building located at 711-713 Troy Schenectady Road, Latham, New York 12110, commonly known as "713 Troy Schenectady" (herein called the "Building"), which premises are located on the first (1st) floor of the Building and are deemed to consist of 3,870 rentable square feet (herein called the "Premises"). The Premises are more particularly shown on the floor plan attached hereto as Exhibit "A" and are designated as Suite 125. The total rentable square feet in the Building is deemed to be 107,466 rentable square feet, and the Premises is deemed to be 3.60% thereof ("Tenant's Proportionate Share").

2. TERM. The term of this Lease (the "Lease Term") shall commence on July 30, 2025 (the "Lease Term Commencement Date") and shall continue for a term of seventy-eight (78) months plus any additional days as may be required for the Lease Term to expire on January 31, 2032 (the "Expiration Date").

3. BASE RENT. Tenant shall pay to Landlord as Base Rent, without notice, demand, abatement, deduction or setoff, except as elsewhere provided herein, the following amounts:

Lease Year	Annual Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
07/30/2025 – 07/31/2026*	\$26.00	\$100,620.00 (on an annual basis)	\$8,385.00
08/01/2026 – 07/31/2027	\$26.85	\$103,909.56	\$8,659.13
08/01/2027 – 07/31/2028	\$27.72	\$107,276.40	\$8,939.70
08/01/2028 – 07/31/2029	\$28.62	\$110,759.40	\$9,229.95
08/01/2029 – 07/31/2030	\$29.55	\$114,358.56	\$9,529.88
08/01/2030 – 07/31/2031	\$30.51	\$118,073.76	\$9,839.48
08/01/2031 – 01/31/2032**	\$31.50	\$121,905.00 (on an annual basis)	\$10,158.75

*Base Rent for the first six (6) months and two (2) days of the Lease Term shall be abated.

**This row shall only be applicable to the extent necessary for the Lease Term to expire on the Expiration Date.

Base Rent shall be paid in advance in equal monthly installments on the first day of each and every calendar month during the Lease Term; provided, however, that in the event the Lease Term commences on a day other than the first day of a calendar month, then upon the Lease Term Commencement Date Tenant shall pay to Landlord a pro rata portion of Base Rent for that portion of the calendar month remaining from the Lease Term Commencement Date to the first day of the next following calendar month. Each twelve (12) month period commencing on the Lease Term Commencement Date or any anniversary thereof is referred to herein as a "Lease Year".

4. ADDITIONAL RENTAL. In addition to the Base Rent as specified in this Lease, Tenant agrees to pay to Landlord as additional rent ("Additional Rent") Tenant's Proportionate Share of the amount by which the Operating Expenses (as hereinafter defined) for the Building for any calendar year during the Lease Term exceed the total Operating Expenses for the Building for the calendar year 2025 (the "Base Year").

For the purposes of determining Additional Rent, "Operating Expenses" shall mean all of Landlord's direct or indirect costs and expenses of every kind and nature, paid or incurred in owning, operating, maintaining, repairing, replacing and protecting the Building and the property upon which the Building is located (including any payments made by Landlord pursuant to any ground lease and/or access easements and/or parking easements or leases relating to such property) (collectively the "Property") as determined by Landlord for a particular calendar year or portion thereof. Tenant, at its expense, shall have the right no more frequently than once per calendar year following thirty (30) days prior written notice to Landlord, to audit Landlord's books and records relating to Operating Expenses at an office of Landlord in the reasonable vicinity of the Premises during Landlord's normal office hours or Landlord will make the appropriate records available to Tenant via electronic means.

The Building is a part of a multi-building project (the "Development"). Tenant acknowledges and agrees that as part of the Development, certain costs are required to be paid by Landlord in connection with the Development of which the Building is a part, including Development association dues and fees, common area costs, or other costs arising from covenants, conditions and restrictions, reciprocal easement agreements or relating to the Development. Such costs shall be paid by Landlord, and shall be deemed Operating Expenses herein. Such costs shall be allocated to the Building in the proportion that the rentable area of the Building bears in relation to the total rentable area of the Development (as such rentable area may vary time to time).

Itemized categories of Operating Expenses are more particularly described in Exhibit "B" attached hereto and incorporated herein.

Tenant's proportionate share of Operating Expenses for the remainder of the calendar year after the Lease Term Commencement Date and for each subsequent calendar year shall be estimated by Landlord, and written notice thereof shall be given to Tenant. Tenant agrees to pay Landlord each month, at the same time the Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated annual Additional Rent due.

If real estate taxes, or any portion of Operating Expenses including utility, janitorial or other services increase during a calendar year, Landlord may revise the estimated Additional Rent during such year by giving Tenant written notice to that effect, and thereafter Tenant agrees to pay Landlord, in each of the remaining months of such year, an additional amount equal to the amount of such annual increase in the estimated Additional Rent divided by the number of months remaining in such year.

After the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing Tenant's total amount of Additional Rent. Within thirty (30) days after receipt of the aforementioned statement, Tenant agrees to pay Landlord, or if Tenant has overpaid, Landlord shall credit against the next Additional Rent payment or payments due from Tenant, as the case may be, the difference between Tenant's actual Additional Rent due for the preceding calendar year and the estimated Additional Rent paid by Tenant during such year. Landlord and Tenant agree that in the calendar year in which this Lease

expires or is terminated, Landlord will not deliver the aforementioned statement for such year until the following calendar year. Landlord and Tenant acknowledge and agree that Tenant's obligation to pay Landlord (or, if Tenant has overpaid, Landlord's obligation to refund to Tenant) the difference between Tenant's actual Additional Rent due for such calendar year and the estimated Additional Rent paid by Tenant during such year shall survive the expiration or termination of this Lease.

5. RENT PAYMENT. The Base Rent, Additional Rent and all payments under this Lease to be made by Tenant to Landlord (collectively referred to hereinafter as the "Rent") shall be paid using Landlord's online rent payment portal as directed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the entire payment due under this Lease shall be considered anything other than a payment on account of the earliest Rent due.

If any Rent or other payment under this Lease is not paid when due, it shall bear interest at the rate of 8.00% per annum until paid. However, this provision shall not relieve Tenant from any default.

If applicable, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any city, county, state or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the Rent upon which such tax is based.

6. DELIVERY OF PREMISES. a. Tenant agrees that completion of the Premises may be delayed by causes that are beyond Landlord's control. Landlord will not be liable for any delays in completion of the Premises and Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and any delays will not permit Tenant to cancel or amend this Lease, or diminish any of Tenant's obligations under this Lease.

b. Tenant agrees that no representations, statements or warranties expressed or implied have been made by or on behalf of Landlord in respect to the Premises except as contained in this Lease. Tenant agrees that Landlord shall not be obligated to make any improvements or alterations to the Premises prior to the Lease Term Commencement Date. Upon the Lease Term Commencement Date, Tenant shall accept the Premises in its existing condition and state of repair.

c. Tenant shall cause the repair or replacement of any defects in material or workmanship in Tenant's Construction Work, if any, within the period of one (1) year after the date of substantial completion of Tenant's Construction Work. Tenant agrees Landlord shall not be responsible for any defect of any nature in Tenant's Construction Work. Upon Tenant's occupancy of the Premises, Tenant shall deliver to Landlord an assignment of construction warranties, in form and substance acceptable to Landlord and duly executed and acknowledged by Tenant, which shall assign to Landlord all warranties from Tenant's contractors. If the consent of the contractors is required to the effectiveness of such assignment, Tenant shall secure such contractors' written consent to the assignment of warranties. Tenant's Construction Work shall be deemed "substantially complete" when such work has been completed as certified by the project architect to be in compliance with the Construction Documents and all applicable laws, a final certificate of occupancy has been issued for the Premises, except for normal "punch list" items which can reasonably be completed after Tenant has taken possession of the Premises, without substantial interference with Tenant's business.

d. Prior to the Lease Term Commencement Date, Tenant shall not put any property in the Premises or enter the Premises or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph. However, if Tenant shall occupy the Premises prior to the Lease Term Commencement Date with Landlord's consent, but not open for business, such occupancy by Tenant shall be deemed to be that of a tenant under all of the terms, covenants, and conditions of this Lease, except that the obligation to pay Rent shall not be due and payable until the Lease Term Commencement Date.

e. If a casualty occurs to the Premises and/or the Building prior to the Lease Term Commencement Date, Landlord or Tenant may, at Landlord's or Tenant's option, cancel this Lease, in which event this Lease shall become void and of no effect, or, if neither Landlord nor Tenant cancels this Lease, then Landlord shall rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty. In the event of a casualty, if Landlord cannot obtain all utilities, permits and authorizations necessary to reconstruct the Building and/or the interior improvements in accordance with the plans and specifications therefor or complete reconstruction of the Building within a reasonable time, Landlord may terminate this Lease by delivering written notice thereof to Tenant, in which event Landlord shall return the Security Deposit, if any, to Tenant and Landlord and Tenant shall have no further obligations or liabilities under this Lease.

7. SECURITY DEPOSIT. Within ten (10) days of the Effective Date of this Lease, Tenant will pay to Landlord (a) the first full month's Rent in the amount of \$8,385.00 (less any payments previously made by Tenant to Landlord as a design deposit) and (b) a security deposit in the amount of \$3,241.34. Said security deposit shall be held as security for the performance of Tenant's obligations under the Lease by Tenant. Tenant shall not be entitled to interest thereon. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of this Lease.

Landlord and Tenant acknowledge that the parties previously entered into a Lease Agreement dated December 23, 2024 for suite 104 located at 711 Troy Schenectady Road, Latham, New York 12110 (the "Expired Lease") and pursuant to the Expired Lease, Landlord currently holds a security deposit in the amount of \$13,528.66 (the "Expired Lease Payment"); the first months' Rent in the amount of \$6,764.33 to be paid pursuant to Section 7 under the Expired Lease was never paid. As of the Effective Date of this Lease, the Expired Lease Payment shall be transferred to this Lease and upon Landlord's receipt of the amounts set forth in the previous paragraph, Landlord shall hold a first months' Rent in the amount of \$8,385.00 and a security deposit in the amount of \$16,770.00. As of the Lease Term Commencement Date, the Expired Lease shall be deemed terminated and of no further force and effect.

8. USE OF PREMISES. Tenant shall use and occupy the Premises throughout the Lease Term solely for the purpose of operating and maintaining an Intensive Crisis Stabilization Center in accordance with that certain award letter dated February 21, 2023, from NYS Office of Mental Health and the Office of Addiction Services and Supports (the terms of which are incorporated herein) for the provision of services to patients requiring urgent care and prompt referral to available support services, for all services typically and customarily provided and ancillary thereto, and for no other purpose whatsoever. Tenant will not use the Premises or any part thereof for any use not permitted in Exhibit "E" attached hereto. Tenant recognizes that these restrictions on the use of the Premises are a material consideration for Landlord to enter into this Lease.

Tenant shall comply with all laws, ordinances, rules and regulations pertaining to the use and occupation of the Premises. Tenant shall also comply with any use restrictions or declarations of restrictive covenants affecting the Premises which are of record in the real estate records in the county in which the Premises are located. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building in which said Premises may be located, or cause a cancellation of any insurance policy covering said Building. Tenant shall not commit, or suffer to be committed, any waste upon said Premises or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building in which the Premises may be located.

9. ENVIRONMENTAL COMPLIANCE. Tenant warrants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept or used in or about Premises by Tenant, its subtenants, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials. If the presence of any

Hazardous Materials on, in or under the Premises caused or permitted by Tenant, its subtenants, agents, employees, contractors or invitees results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Materials on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water or ground water.

"Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time ("Environmental Laws").

Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Tenant agrees to indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, by (i) any release of Hazardous Materials by Tenant or Tenant's agents on the Premises or the Building during the Lease Term; or (ii) Tenant's failure to comply with any hazardous materials laws with respect to the Premises. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by Tenant's representatives, contractors, assigns, invitees or any other occupant of the Premises (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Tenant's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything to the contrary herein, Tenant shall have no obligation to indemnify Landlord for any claims, liabilities, losses and expenses arising out of any Hazardous Materials placed, stored or used in the Building by Landlord or its agents, employees or contractors.

Landlord represents and warrants to Tenant that as of the Lease Term Commencement Date, the Premises will not contain any Hazardous Materials in violation of applicable law.

10. UTILITIES, MAINTENANCE AND SERVICES. Landlord agrees to furnish the Premises with heat and air conditioning, as a part of Operating Expenses, during Normal Hours of Operation, while Tenant is not in default under any of the provisions of this Lease, and subject to the regulations of the Building wherein the Premises are situated. As a part of Operating Expenses, Landlord shall furnish elevator services, water and normal electric current for lighting, ordinary medical equipment and business appliances. Landlord may impose a reasonable charge for any utilities and services, including without limitation, air conditioning, electrical current, and water, provided by Landlord by reason of any substantial use of the Premises at any time other than the hours set forth above or for any use beyond that which Landlord agrees herein to furnish such services and utilities or because of special electrical, cooling and ventilating needs created by Tenant's telephone equipment, computers and other equipment or uses. For purposes of this Lease, the term "Normal Hours of Operation for the Building" shall mean 7:00 a.m. to 6:00 p.m. Mondays through Fridays, and 7:00 a.m. to 1:00 p.m. on Saturdays, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Tenant shall have access to the Building, Premises and Building's parking seven (7) days a week, twenty-four (24) hours a day, fifty-two (52) weeks a year. Additionally, Tenant shall have access to the Premises via exclusive side entry door for law enforcement drop-off twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

Landlord warrants and represents that on the Lease Term Commencement Date, the Premises shall be dry, water tight and leak free, all appurtenances servicing the Premises, including but not limited to electrical, water, heating, ventilation and air conditioning systems, will be in good working order and sufficient for Tenant's intended use of the Premises.

Landlord shall (i) maintain and repair the plumbing lines serving the Premises to the point of entry into the Premises except where a repair to same is needed as a result of Tenant's, its employees' or invitees' negligence or misuse in which case Tenant shall be responsible to make such repairs; (ii) except as otherwise provided in this paragraph, maintain and repair heating and air conditioning systems, Building standard lighting, and mechanical systems serving the Premises and/or in public common areas of the Building; (iii) be responsible for the removal of Tenant's trash (excluding red bag service and the removal of medical waste or hazardous materials), but said trash shall be placed by Tenant in its containers which shall be located within the Premises; (iv) maintain in good order and repair and in a clean and orderly condition the roof, exterior walls and public areas in the Building of which Premises are a part, together with any parking area owned or leased by Landlord which is adjacent to the Building; (v) provide general janitorial services to the Premises (Monday through Friday, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) between 5:00 PM and 3:00 AM. Landlord shall not be liable under any circumstances for failure to furnish, or the stoppage or interruption of such services when such failure, or stoppage or interruption of services is caused by conditions beyond the control of Landlord, or by accidents, repairs or strikes unless such failure, stoppage or interruption affects a material portion of the Premises for a period in excess of five (5) days and is caused by Landlord's negligence or failure to act (as opposed to a general interruption of services in the area), then Tenant shall be entitled to receive an abatement of Rent during the period beginning on the fifth (5th) consecutive day after such failure, stoppage or interruption ending on the day the service is restored; nor shall such failure, or stoppage or interruption of such services constitute an eviction of Tenant. Tenant shall maintain and repair any plumbing lines (including water heaters) which are physically located within the Premises and such maintenance and repair services must be performed by a vendor approved in writing by Landlord. If Tenant installs or causes a (a) special lighting system or component to be installed in the Premises, Tenant shall be responsible to maintain and/or replace such lighting system or component at Tenant's sole cost, and (b) special heating or air conditioning system to be installed in the Premises for the purpose of maintaining a temperature controlled environment for computer systems and/or medical equipment, Tenant shall be responsible to maintain and/or replace such special heating or air conditioning system at Tenant's sole cost. In the event Landlord gives Tenant written consent to install an x-ray machine in the Premises, Tenant shall be responsible to maintain and keep clear of debris all x-ray drains. Notwithstanding any of the provisions of this paragraph, Tenant shall be responsible for the lawful removal and cost of removing medical, special or infectious wastes from the Premises.

With respect to lighting in the Premises, Landlord shall replace all Building standard fluorescent light bulbs/tubes in the Premises. All other light bulbs must be replaced by Tenant at Tenant's sole cost. With respect to ceiling tiles, Landlord shall only be responsible for upkeep and maintenance of Building standard ceiling tiles in the Premises. With respect to paper and soap products, Landlord shall not be responsible to provide or supply any toiletry items, paper products, examination table paper, soap or other hygiene materials to the Premises for Tenant's use in the Premises; provided, however, Landlord shall supply toilet paper, paper towels and soap to all public restrooms in public common areas in the Building.

In no event shall Tenant use or install any wireless telecommunications equipment (other than wireless telephones and secured wireless networks) or associated cabling and conduit in the Premises, the Building or on the roof or façade of the Building except through the Building's central telecommunications cabling distribution system (if such a central telecommunications cabling system has been provided by Landlord) without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

If Tenant installs or causes to be installed any electronic cabling, telecommunication (including telephone and data transmission lines) cabling or computer cabling (collectively referred to hereinafter as

"Cabling") within the Premises, Tenant shall remove all Cabling, at Tenant's sole cost and expense, at the expiration or earlier termination of this Lease, unless Landlord gives Tenant written consent stating that removal of Cabling is not required. In the event Landlord consents to Tenant's non-removal of Cabling, all Cabling shall become the property of Landlord. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to remove any Cabling that Tenant was obligated to remove and failed to remove from the Premises without Landlord's written consent. Tenant shall reimburse Landlord for the costs of removing such Cabling within fifteen (15) days after receipt of Landlord's invoice for such costs and said obligation to reimburse Landlord shall survive the expiration or earlier termination of this Lease.

Landlord may, at its option and at the sole cost and expense of Tenant or from proceeds of Tenant's insurance, repair or replace any damage or injury done to the Building or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors; Tenant shall pay the cost thereof plus a twenty percent (20%) administrative fee to Landlord on demand. Tenant further agrees to maintain and keep the interior of the Premises in good repair and condition at Tenant's expense. Tenant agrees at the termination of this Lease, by lapse of time or otherwise, to deliver up the Premises to Landlord in as good condition as it existed on the date of possession by Tenant, ordinary wear and tear, obsolescence, Landlord's obligations under this Lease, any condition that existed prior to the Lease Term Commencement Date, and damage from casualty or condemnation alone excepted, and Landlord shall have the right to re-enter and resume possession of the Premises whether or not the Premises are vacated by Tenant.

11. ALTERATION OF PREMISES. Tenant shall maintain the Premises in good condition and shall not alter, repair or change the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Landlord consents to any alterations or improvements to the Premises, such alterations or improvements shall remain in the Premises and shall be surrendered to Landlord with the Premises at the expiration or earlier termination of this Lease unless Landlord directs, in writing at least thirty (30) days prior to the termination of the Lease, that Tenant restore the Premises to its original condition, normal wear and tear excepted.

12. INSURANCE. Landlord agrees, as an Operating Expense, to maintain in full force and effect throughout the entire Lease Term general fire and extended coverage insurance including vandalism and commercial general liability insurance. To the extent Landlord also maintains any insurance in any way connected with the Premises, Landlord's insurance shall be excess coverage and Tenant's insurance shall be primary coverage.

Tenant agrees to maintain and keep in force during the Lease Term, without expense to Landlord, with an insurance company with a general policy rating of not less than A and a financial rating of not less than Class X as rated in the most current Best's Insurance Reports and qualified to do business in the state in which the Premises are located or other company acceptable to Landlord, the following policies, all of which shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days' prior written notice to Landlord:

(a) Commercial general liability insurance, in the name of Tenant and naming Landlord and Landlord's property manager as additional insureds, against any liability for injury to or death of persons resulting from any occurrence in or about the Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$1,000,000 for each occurrence and, in case of property damage, not less than \$500,000 for any one occurrence; and

(b) Professional liability insurance applicable to Tenant, any physician or healthcare professional associated with or utilized by Tenant, and services provided by Tenant, in the minimum amount of \$1,000,000 per occurrence/\$3,000,000 annual aggregate per physician/healthcare professional.

To the extent of any and all insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carrier any

right of subrogation that may exist or arise as against the other party to this Lease. Tenant shall deliver to Landlord copies of policies of liability insurance required in this Section 12 or certificates evidencing the existence and amounts of such insurance at the following times: (a) prior to occupancy of the Premises, (b) prior to the expiration of any policies previously furnished to Landlord, and (c) upon the reasonable request of Landlord.

13. INDEMNIFICATION OF LANDLORD AND TENANT. Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damages to goods, wares, merchandise and property in and about said Premises and for injuries to persons in or about said Premises or the property of which the Premises are a part, from any cause. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from Tenant's use, occupancy or enjoyment of the Premises and its facilities or the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, or its agents, employees and invitees in or about the Premises and Tenant shall pay Landlord's actual attorney's fees and litigation costs in connection therewith. Tenant agrees to pay for all damages to the Building, as well as all damage to the tenants or occupants thereof caused by the Tenant's negligence, misuse, or neglect of said Premises or appurtenances. Notwithstanding anything to the contrary herein, Tenant shall not be obligated to indemnify, protect, defend and hold Landlord harmless from and against any claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its agents, employees or contractors.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its employees in or about the Premises and Landlord shall pay Tenant's actual attorney's fees and litigation costs incurred in connection therewith.

14. MECHANIC'S LIENS. Tenant shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises.

15. ABANDONMENT OF PREMISES. Tenant shall not vacate or abandon the Premises for a period greater than sixty (60) days at any time during the Lease Term and if Tenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the Premises shall be deemed abandoned, at the option of the Landlord.

16. LANDLORD'S RIGHT OF ENTRY. Landlord or its agents shall have the right to enter the Premises at reasonable times with at least twenty-four (24) hours advance written notice, except for emergencies in which case no notice shall be required, in order to examine it, to show it to prospective tenants, lenders, ground lessors, and purchasers (provided Landlord may only show the Premises to prospective tenants during the final six (6) months of the Lease Term), or to make such decorations, repairs, alterations, improvements pursuant to its obligations contained in this Lease or in the lease of another tenant in the Building. Landlord will be responsible for conducting such work so as not to impair Tenant's use and enjoyment of the Premises.

17. DESTRUCTION OF PREMISES, EMINENT DOMAIN. a. In the event of a complete or partial destruction of the Premises during the Lease Term from any cause, Landlord shall forthwith repair the same, provided such repair can be made within sixty (60) days under laws and regulations, and in such event Rent will be abated until the damage is repaired, in proportion to the part of the Premises which is so rendered untenable, unless such damage was a result, in whole or in part, of the negligence or willful misconduct of Tenant. If Landlord has not completed the repair within one hundred twenty (120) days of the date of casualty, Tenant may elect to terminate this Lease by notice to Landlord given at any time after the expiration of one hundred twenty (120) days from the date of casualty but prior to the completion of the repair work. If such repairs cannot be made within sixty (60) days, Landlord or Tenant shall have the right to terminate this Lease by giving written notice to the other party within thirty (30) days of the date of the

casualty. In addition to the above, in the event that the Building is destroyed to the extent of not less than thirty-three and one-third percent (33-1/3%) of the replacement cost thereof, Landlord or Tenant may elect to terminate this Lease, whether or not the Premises are insured, by written notice to the other. A total destruction of the Building in which the said Premises are situated shall automatically terminate this Lease. If any portion of the Premises or the Building shall be damaged by fire or other casualty resulting from the fault or negligence of Tenant, or the agents, employees, licensees or invitees of Tenant, such damage shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord, and Rent shall continue without abatement.

b. (i) If any action or proceeding is commenced for the condemnation of the Building or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Building at the time thereof, Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Building or any part or portion thereof. Tenant shall be entitled to seek to recover as against the condemnor, and Landlord shall have no claim for or thereto, for Tenant's trade fixtures and any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is entitled to remove at the expiration of this Lease. (ii) If only a part of the Building is condemned and taken and the Premises or the remaining portion thereof is not suitable for purposes for which Tenant has leased said Premises, either Landlord or Tenant shall have the option to terminate this Lease at the time of such taking. If by such condemnation and taking only a part of the Building is taken, and the Premises or the remaining part thereof is suitable for the purposes for which Tenant has leased said Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises taken by eminent domain, if any, bears to the floor area of the entire Premises.

18. BANKRUPTCY. If a general assignment is made by Tenant or any guarantor of this Lease for the benefit of creditors, or if any action is taken by or against Tenant or any guarantor of this Lease under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant or any guarantor of this Lease (and Tenant or such guarantor fails to terminate such receivership within sixty (60) days after such appointment), or if Tenant or any guarantor of this Lease is adjudicated bankrupt, or if Tenant or any guarantor of this Lease admits in writing that it cannot meet its obligations as they become due, or if Tenant or any guarantor of this Lease is declared insolvent according to any law, or the interest of Tenant under this Lease is levied on under execution or other legal process, or if any petition is filed by or against Tenant to delay, reduce or modify Tenant's capital structure if Tenant is a corporation or other entity, then Tenant shall be in default under this Lease and Landlord shall be entitled to all remedies available under Section 19.

19. DEFAULT BY TENANT. If Tenant fails to (i) perform or observe any covenant (other than the covenant to pay Rent or any other sums due hereunder) to be performed by Tenant under this Lease and continues to fail to perform or observe same for a period of thirty (30) days after receipt of written notice from Landlord pertaining thereto (or a reasonable period of time, using due diligence, if such default cannot be cured within said thirty (30) day period); or (ii) pay any Rent or other sum due hereunder at the time such payment is due; then Tenant shall be deemed to have breached this Lease and Landlord, at its option, may have any one or more of the following remedies, in addition to other rights or remedies it may have at law or in equity:

a. Landlord may terminate this Lease and without further notice repossess the Premises, and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon, (iii) the deficiency between the Base Rent under this Lease and the net amount, if any, of the Base Rent collected on account of the subsequent lease of the Premises for each month of the period which would otherwise have constituted the

balance of the remainder of the Lease Term, (iv) costs of reletting and refurbishing, and (v) any other sum of money and damages owed by Tenant to Landlord; or

b. Landlord may immediately terminate Tenant's right of possession of the Premises, but not terminate this Lease, and without notice or demand enter upon the Premises or any part thereof and take absolute possession of the same, and, at Landlord's sole option, may relet the Premises or any part thereof for such terms and such rents as Landlord may reasonably elect. Reletting of the Premises shall not be construed as an election on the part of Landlord to terminate this Lease and, notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for default; or

c. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in paragraphs (a) or (b) above, Landlord may bring an action to recover and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in the state in which the Premises are located.

Notwithstanding the foregoing, Landlord shall have a duty to mitigate damages due to a default by Tenant under this Lease.

Notwithstanding the foregoing, if Tenant shall breach this Lease by failing to perform any material covenant (other than the covenant to pay Rent or other sums due hereunder) two (2) or more times in any twelve (12) month period, then notwithstanding that each such breach has been cured by Tenant any further similar breach shall be deemed an event of default without the ability to cure. However, Tenant will not be liable for, and Landlord releases Tenant from, any claims to speculative, indirect, incidental or consequential damages, including and lost sales or profits of Landlord.

20. DEFAULT BY LANDLORD. Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease, Tenant, at its option, in addition to any other remedies available to Tenant at law or in equity, may proceed in equity or at law to compel Landlord to perform its obligations. If Landlord shall be in default under this Lease and, as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Building as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building. Tenant agrees that no other remedy, including without limitation, incidental or consequential damages for lost profits, injury to person or property, or any other incidental or consequential loss shall be available to Tenant.

21. RULES AND REGULATIONS. The Tenant shall comply with all reasonable rules and regulations now or hereinafter adopted by the Landlord during the existence of this Lease; provided a copy thereof has been given to Tenant at least thirty (30) days prior to the implementation, the same are in conformity with the common practice and usage in similar buildings, are not inconsistent with the provisions of this Lease and apply to all tenants and occupants of the Building. Current rules and regulations governing Tenant's conduct in the Building are attached hereto as Exhibit "F". In the event of any conflict or ambiguity between the rules and regulations and the terms of this Lease, the terms of this Lease shall control and be binding on the parties hereto.

22. NOTICE. All notices or consents required or permitted under this Lease shall be given in writing and delivered (i) in person, (ii) by United States mail, by certified or registered mail, return receipt requested, or (iii) by recognized overnight courier service (e.g., UPS Next Day or FedEx). If sent by certified or registered mail, such notice shall be deemed delivered two (2) days after deposit in the U.S. mail. If sent by hand delivery or overnight courier service, such notice shall be deemed delivered on the

date the notice is received. Notice to the Landlord and Tenant shall be delivered or sent to the addresses set forth below:

Landlord's address:

c/o Healthcare Realty Trust
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Attention: Assistant General Counsel

with a copy to Agent at:

Healthcare Realty Services, LLC
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Attention: Senior Vice President, Leasing

Tenant's address:

Rehabilitation Support Services, Inc.
711-713 Troy Schenectady Road, Suite 125
Latham, New York 12210

23. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublease all or any part of the Premises, by operation of law or otherwise, except with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. If the Tenant is a corporation, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such corporation into or with another; or (ii) the sale, exchange, or other disposition of the majority of the outstanding stock of such corporation resulting in the loss of control thereof by such person who is the majority shareholder upon the date of the execution hereof. If the Tenant is a professional association, partnership, limited liability company or other limited liability entity, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such professional association, partnership, limited liability company or other limited liability entity into or with another; or (ii) the sale, exchange, or other disposition of a beneficial ownership interest in such professional association, partnership, limited liability company or other limited liability entity resulting in the loss of control thereof by such person who is the holder of the majority beneficial ownership interest upon the date of the execution hereof. Tenant shall remain liable under this Lease in the event of any such assignment or subletting.

24. RELOCATION. Intentionally Deleted.

25. ATTORNEY'S FEES. In the event of any legal or equitable action arising out of this Lease, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorneys' fees incurred in connection with such action.

26. GOVERNING LAW. This Lease shall be governed by the laws of the state in which the Premises are located.

27. BROKERS. Landlord and Tenant represent and warrant to the other that it has had no dealings with any real estate broker or agent other than Carrow Real Estate ("Landlord's Broker") and Continuum Commercial Realty ("Tenant's Broker") in connection with the negotiation of this Lease, and that Landlord and Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant hereby agree to indemnify the other for any breach of the warranty given by Landlord and Tenant in this Section. Landlord shall pay a commission to Landlord's Broker in connection with this Lease in accordance with a separate written commission agreement

executed between Landlord and Landlord's Broker. Landlord's Broker shall pay a commission to Tenant's Broker in connection with this Lease in accordance with a separate written commission agreement executed between Landlord's Broker and Tenant's Broker.

28. SUBORDINATION AND ATTORNMENT. Provided that Tenant is provided with a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant, this Lease is subject and subordinate to any lease wherein Landlord is lessee and to any mortgages or deeds of trust which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part (individually referred to as a "Mortgage"), and to all renewals, modifications, consolidations, replacements and extensions hereof. In furtherance of such subordination, Tenant shall execute any document that Landlord or Landlord's lender or ground lessor, if any, may reasonably request.

In the event of the sale or assignment of Landlord's interest in the Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease. In furtherance of such attornment, Tenant shall execute any document that Landlord or such purchaser or assignee may reasonably request.

Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of any Mortgage or security instrument shall govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the Building in which the Premises are situated, insofar as they may apply to such mortgagee, shall be limited to insurance proceeds or eminent domain awards received by such mortgagee after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

Upon notification by Landlord of the name and address of any such mortgagee, Tenant hereby agrees to give to such mortgagee copies of all notices of Landlord default(s) under this Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. The mortgagee shall have the right to remedy any Landlord default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants the mortgagee such additional period of time as may be reasonable to enable mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by the mortgagee of any term, covenant, condition or agreement to be performed by Landlord under this Lease with the same force and effect as though performed by Landlord. No Landlord default under this Lease shall exist or shall be deemed to exist (i) as long as such mortgagee, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by such mortgagee, as long as such mortgagee, in good faith, shall have notified Tenant that it intends to institute proceedings under its Mortgage or security documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of this Lease by reason of any default thereunder by Landlord, upon the mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to such mortgagee or its designee or nominee a new lease of the Premises for the remainder of the Lease Term upon all of the terms, covenants and conditions of this Lease.

29. ESTOPPEL CERTIFICATES. Tenant shall, upon not less than ten (10) days prior request by Landlord or any first mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, as the case may be, a statement in writing certifying that this Lease is unmodified and 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); that Landlord is not in default and has fully performed its obligations hereunder (or if there has been a default, stating the default); and the dates to which the rent and any other charges have been paid in advance. Further, without limiting the foregoing and without the necessity of any additional documentation (unless Landlord or any mortgagee requests reaffirmation of the following by separate agreement which Tenant agrees to execute), for the benefit of each such mortgagee, Tenant agrees

that, in the event that any such mortgagee succeeds to the interest of Landlord under this Lease, such mortgagee shall not: (A) be liable for any act or omission of Landlord or any prior landlord under this Lease; or (B) be subject to any defense, set-offs, counter-claims or offsets which Tenant may have against any prior landlord (including Landlord); or (C) be bound by any payment of Rent, which Tenant may have paid for more than one (1) month in advance of the due date hereunder to any prior landlord hereunder (including Landlord); or (D) be bound by any obligation to make any payment to Tenant which was required to be made prior to the time such mortgagee succeeds to Landlord's interest; or (E) be accountable for any monies deposited with any prior landlord (including Landlord) (including security deposits), except to the extent same are actually received by said mortgagee; or (F) otherwise have any liability, duty or obligation whatsoever under this Lease, or under any extension or renewal hereof, either by virtue of any assignment of leases or rents granted by Landlord to said mortgagee or the subsequent collection of rents thereunder, until said mortgagee, or its designee or nominee becomes the fee owner of the Property, and then only for such periods during which such mortgagee or its designee or nominee actually owns the Property.

30. QUIET ENJOYMENT. Landlord warrants that Tenant shall have quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

31. SIGNS. No signs of any kind or nature, symbol or identifying mark shall be put in or on the Building or the property on which the Building is located, without prior written approval of Landlord. All signs and lettering shall conform in all respects to the sign and/or lettering standards established by Landlord. Landlord shall provide and install, at Landlord's cost, all letters, numerals or Tenant suite plaques at doors to the Premises. Landlord shall also include Tenant's name on the Building directory. Any changes requested by Tenant to suite plaque or the Building directory shall be at Tenant's cost.

32. HOLDING OVER. In the event Tenant, or any party claiming under Tenant, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall be an unlawful detainer, and no tenancy or interest shall result from such possession. Such occupants shall be subject to immediate eviction and removal, and Landlord, in addition to all other remedies available to it hereunder shall have the right to receive as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to one and one-half times the Monthly Base Rent specified in this Lease, as applied to such period, together with all other payments required hereunder as Additional Rent, provided that Tenant shall nonetheless be a tenant at sufferance.

33. LANDLORD'S EXPENSES. In addition to other provisions herein, Tenant agrees and shall pay and/or reimburse Landlord's reasonable out-of-pocket costs and expenses, including legal fees, incurred or resulting from and relating to: (a) requests by Tenant for approval or consent under this Lease; or (b) any circumstances or developments which give rise to Landlord's right of consent or approval; or (c) a request for changes including, but not limited to: (i) the permitted use of the Premises, (ii) alterations and improvements to the Premises, (iii) subletting or assignment, or (iv) any other changes in the terms, conditions or provisions of this Lease. Such expenses and fees shall be paid by Tenant within thirty (30) days of the submission of a statement for the same.

34. CONDITIONS PRECEDENT. Intentionally Deleted.

35. FINANCIAL STATEMENTS. Within one hundred twenty (120) days after the end of each of Tenant's fiscal years during the Lease Term, or any extension thereof, Tenant will furnish to Landlord a certified copy of its consolidated financial statements, and those of any person or entity guarantying Tenant's obligations under the Lease, for the preceding fiscal year. As used in the preceding sentence, the term "consolidated financial statements" shall mean for any fiscal year or other accounting period for Tenant and its consolidated subsidiaries, if any, statements of earnings and retained earnings and of changes in financial position for such period and for the period from the beginning of the respective fiscal year to the end of such period and the related balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for

the corresponding period in the preceding fiscal year, and prepared in accordance with generally accepted accounting principles. Within forty-five (45) days after the end of each quarter of Tenant's fiscal year during the Lease Term, or any extension thereof, Tenant will furnish to Landlord copies of its balance sheet and income statement depicting in reasonable detail Tenant's financial performance for such fiscal quarter. In addition to the foregoing financial statements, Tenant will furnish to Landlord, with reasonable promptness, such other information respecting the financial condition and affairs of Tenant as Landlord may reasonably request from time to time.

36. GENERAL PROVISIONS. (i) The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, condition or covenant of this Lease; (ii) It is understood and agreed that the remedies herein given to Landlord shall be cumulative, and the exercise of any one remedy of Landlord shall not be to the exclusion of any other remedy; (iii) Subject to the provisions as to assignment, the covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder; (iv) Time is of the essence of this Lease; (v) Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord; (vi) the captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease; (vii) If any term, covenant, condition or provision of this Lease is held by a court competent of jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (viii) Landlord and Tenant represent and warrant to each other that the officer or person signing this Lease on its behalf is an authorized signatory and is authorized to legally bind such party to this Lease.

37. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF LANDLORD AND TENANT IN ENTERING INTO THIS LEASE.

38. GUARANTY OF LEASE. Intentionally Deleted.

39. SURRENDER OF PREMISES. Tenant shall, upon the expiration or earlier termination of the Lease Term, surrender all keys to the Premises to Landlord's property management office, inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises, and surrender the Premises to Landlord in as good condition as the Premises were in as of the Lease Term Commencement Date, ordinary wear and tear, obsolescence, Landlord's obligations under this Lease, any condition that existed prior to the Lease Term Commencement Date, and damage from casualty or condemnation excepted. All alterations, additions, and improvements made to or fixtures or improvements placed in or upon the Premises by either party (excepting only moveable partitions, office furniture, trade fixtures, office equipment and personal property of Tenant) shall be deemed a part of the Building and the property of Landlord at the time they are placed in the Premises and, except as provided in the next grammatical sentence, such alterations, additions, improvements or fixtures shall remain in the Premises and be surrendered with the Premises to Landlord upon the expiration or earlier termination of this Lease. Upon Landlord's written request prior to the expiration or earlier termination of the Lease Term, Tenant shall remove alterations or additions that have been constructed and installed in the Premises at Tenant's request or for Tenant's benefit and return the Premises to its original condition as of the Effective Date, ordinary wear and tear excepted.

40. EFFECTIVE DATE. The "Effective Date" shall be the date upon which the last party signs this Lease and delivers it to the other party.

41. COUNTERPARTS. This Lease may be executed in more than one counterpart, and delivered via facsimile or electronic mail.

42. PARKING. Parking for the Building is available on a first come first serve basis at no additional charge to Tenant.

43. OPTION TO EXTEND LEASE TERM. Tenant shall have the right and option to extend the Lease Term for two (2) additional terms of five (5) years each (each an "Extended Term"). Each Extended Term shall be on and subject to the same terms, covenants and conditions as set forth herein, except for Base Rent which shall be determined in accordance with this section. Tenant shall exercise an extension option, if at all, by giving Landlord written notice of such exercise not less than 180 days prior to the end of the then-current Lease Term (for the first extension) or the end of the first Extended Term (for the second Extended Term). Tenant's right to exercise such option and extend the Lease Term is subject to the following terms and conditions precedent, which are solely for the benefit of Landlord: (i) this Lease shall be in effect at the time notice of exercise of the option is given and on the last day of the then-current Lease Term or the first Extended Term, as the case may be, (ii) Tenant shall not have received notice of default under any provision of this Lease, and failed to cure such default, at the time notice of the exercise of the option is given and on the last day of the then-current Lease Term or the first Extended Term, as the case may be, and (iii) the original Tenant under this Lease shall be in occupancy of the Premises (it being understood that any rights to renew or extend the Lease Term that are granted to the original Tenant shall be personal to the original Tenant and may not be assigned to any permitted assignee without Landlord's prior written consent).

In the event Tenant exercises an option to extend the Lease Term in accordance with this section, then the annual Base Rent shall be adjusted as of the first day of such Extended Term to an amount equal to one hundred three and twenty-five hundredths percent (103.25%) of the Base Rent payable during the last Lease Year of the original Lease Term or the prior Extended Term, as the case may be. Thereafter, during each year of the Extended Term, Base Rent shall increase during each lease year of the Extended Term by an amount equal to one hundred three and twenty-five hundredths (103.25%) of the annual Base Rent for the prior Lease Year.

44. LANDLORD REENTRY. Landlord acknowledges that the rights of re-entry into the Premises as set forth in this Lease do not confer on Landlord the authority to operate a chemical dependence facility. Landlord agrees to give the New York State Office of Addiction Services and Supports at least thirty (30) days' notice by certified mail of an intent to re-enter the Premises or to initiate dispossession proceedings, and at least sixty (60) days' notice of expiration of the Lease. Further, Landlord acknowledges that rights of re-entry into the Premises set forth in this Lease do not confer on Landlord the authority to operate on the Premises a facility for the mentally disabled, as defined in Article 1 of the Mental Hygiene Law.

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THE PARTIES HERETO have executed this Lease in duplicate as of the day and year written below such parties' signatures.

LANDLORD:

HEALTHCARE REALTY SERVICES, LLC
as agent for HTA – REGION HEALTH, LLC

DocuSigned by:

By: C1E9D9E9C216405
Name: Anne C. Barbour
Title: First Vice President and National Director, Leasing
Date of Signature: 9/25/2025

TENANT:

REHABILITATION SUPPORT SERVICES, INC.

By: 
Name: TIM FARRICKER
Title: DIRECTOR OF FACILITIES
Date of Signature: 9/18/25

Exhibit "A"

Floor Plan of Premises

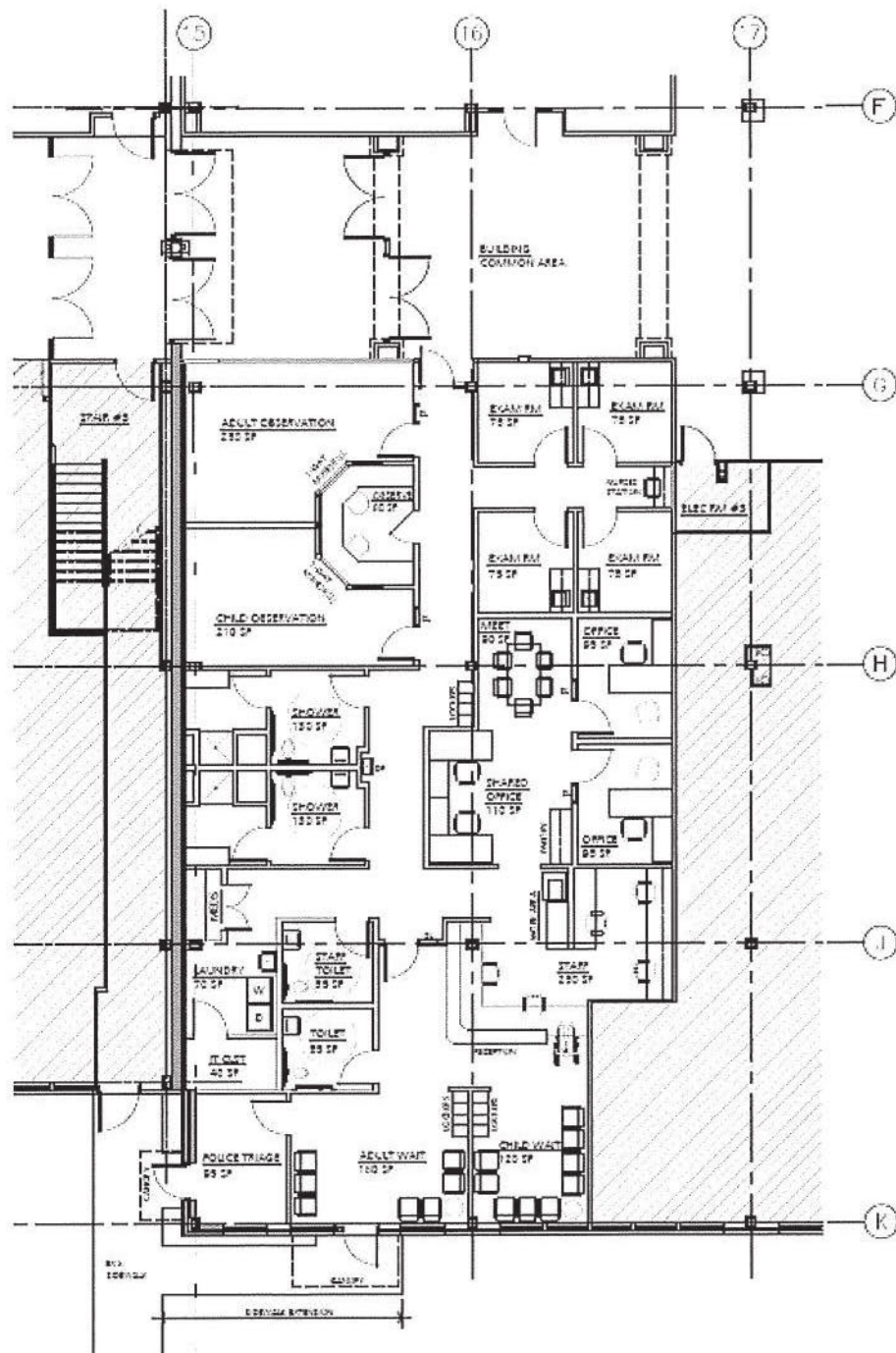


Exhibit "B"

Operating Expenses

Operating Expenses may include, without limitation:

(i) all taxes, assessments, excises, tax levies, fees and all governmental charges, whether general or special of every character in respect of the Property or rental payments from tenants which may be assessed or be a lien upon Landlord's interest in the Property, the Property or any rent therefrom, or any occupancy, operation, use or possession of, sales from or activity conducted on or in connection with the Property; costs and expenses of contesting the validity or amount of such taxes, assessments, fees and charges; insurance premiums; water, sewer, electrical and other utility charges; service and other charges incurred in the operation and maintenance of the Property including the elevators and the heating, ventilation and air-conditioning system; cleaning and other janitorial services; costs of all tools, supplies and materials; costs of repair and general maintenance, including without limitation, any reasonable depreciation charges applicable to all equipment used in repairing and maintaining the Property; ground rents; landscape maintenance costs; security services; data processing services; costs of alarm services, fire protection, sprinklers and window cleaning; maintenance and operation of parking facilities; license, permit and inspection fees; management fees; the office rent and commercially reasonable salaries and compensation of all employees engaged in the operation, maintenance and security of the Property including taxes, insurance and benefits (including pension, retirement and fringe benefits) relating thereto; trash removal; garage maintenance and operating costs; all damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses which are reasonable and necessary) incurred by Landlord by reason of any accident, injury to or death of persons or loss of property occurring on or about the Property or adjoining sidewalks in excess of applicable insurance policies of Landlord; legal fees and accounting costs, including costs of audits of the Operating Expenses; commercially reasonable reserves deemed necessary by Landlord for operation of the Property in a first class manner; costs of complying with all legal requirements applicable to the Property (including the cost of any capital improvements made to the Building by Landlord that are required under any governmental law or regulation not applicable to the Building or not in effect at the time it was constructed); and, in general, all other costs and expenses which would generally be regarded as operating and maintenance costs and expenses, including those which would normally be amortized over a period not to exceed five (5) years; and

(ii) the cost of any capital improvements made to the Building by Landlord that reduce Operating Expenses, such cost to be amortized over such reasonable period as Landlord shall determine with a return on capital at the then current interest rate on the unamortized balance or at such higher interest rate as may have been paid by Landlord on funds borrowed for the purpose of constructing such capital improvements. However, the portion of any increase in annual Operating Expenses shall never exceed the amount of reduction in the annual Operating Expenses attributable to such improvements.

Operating Expenses shall not include: (i) Federal and State taxes imposed upon or measured by the gross receipts or income of Landlord (unless a future change in the method of taxation causes any franchise, gross receipts, income, profit or other tax to be levied against Landlord in substitution in whole or in part for or in lieu of or in addition to any tax included as an Operating Expense hereunder and, in such event, any such tax shall (with appropriate adjustments where necessary) be deemed to be Operating Expenses for the purposes hereof); (ii) payments made by tenants of the Building, either to third parties or to Landlord, under agreements for direct reimbursement for services (e.g., separately metered utilities, separate contracted janitorial services, property taxes directly reimbursed to Landlord, sales taxes on Rent (as defined in Section 5 of the Lease) paid directly by any tenant, etc.); (iii) the cost of repairs, restoration or other work occasioned by fire, windstorm or other casualty, but only to the extent same are paid for with the proceeds of insurance; services reimbursed to Landlord by tenants; capital acquisitions; penalties and

legal expenses incurred by Landlord due to Landlord's violations of governmental laws; expenses incurred for the renovation of space for new tenants (except Building standard repairs or construction); depreciation allowance; or interest and principal payments on mortgages and other non-operating debts of Landlord, (iv) salaries and benefits of personnel above the level of property manager (including applicable payroll taxes, worker's compensation insurance, disability insurance and fringe benefits); (v) Landlord's corporate office overhead (as opposed to the expenses of any local office designated for this Building); (vi) amounts paid to affiliates of Landlord in excess of commercially reasonable amounts; (vii) amounts resulting from any failure by Landlord to meet its legal or contractual obligations; (viii) works of art; (ix) dues to professional and lobbying organizations or other membership dues; (x) meals and entertainment expenses; (xi) conference, seminar or other education expenses; or (xii) repairs to the common areas necessitated by acts, default or negligence of Landlord, its employees, agents, licensees, or contractors.

Exhibit "C"

Work Letter Agreement

1. General Provisions

1.1 Landlord shall provide Tenant an improvement allowance (the "Allowance") of Seventy Dollars (\$70.00) per rentable square feet, for a total cost of Two Hundred Seventy Thousand Nine Hundred Dollars (\$270,900.00), for work in preparing the Premises for Tenant's use ("Tenant's Construction Work"). The Allowance shall be available solely for the construction costs of leasehold improvements (the "Construction Costs") and no portion thereof shall be used for furniture, personal property, working capital, free rent or other such purposes. Notwithstanding anything herein to the contrary, Landlord makes no representation or warranty that the Allowance is sufficient to pay the full amount of the Construction Costs. Notwithstanding anything to the contrary herein, the Allowance must be used by Tenant not later than the date that is twelve (12) months after the Effective Date of the Lease. Any portion of the Allowance not used by Tenant by such date shall be deemed forfeited and waived.

1.2 If the Construction Costs of Tenant's Construction Work exceeds the Allowance, Tenant shall pay the excess amount to Tenant's Contractor.

1.3 Under no circumstances whatsoever will Tenant or Tenant's authorized representatives (including Tenant's Design Consultants) ever alter or modify or in any manner disturb any system or installation of the Building, including, but not limited to, fire or smoke rated partitions, Central plumbing systems, Central electrical systems, Central heating, ventilating and air conditioning systems, Central fire protection and fire alert systems, Central building maintenance systems, Central structural systems, elevators and anything located within the Central core of the Building. Only with Landlord's express written permission and under the direct supervision of Landlord or Landlord's Contractor shall Tenant or Tenant's authorized representative alter, modify or in any manner disturb any Branch of any such Central system or installation of the Building which is located within the Premises, including, but not limited to Branch plumbing system, Branch electrical system, Branch heating, ventilating and air conditioning system, and Branch fire protection and alert system. For purposes of this Section 1.3, the term "Central" shall be defined as that portion of the Building system or component which is within the core and/or common to and/or serves or exists for the benefit of other tenants in the Building, and shall include but not be limited to main fire loops on each floor of the Building and duct work to the VAV box. For purposes of this Section 1.3, the term "Branch" shall be defined as that portion of any Building system or component which serves to connect or extend Central systems into the Premises.

1.4 All design, construction and installation of Tenant's Construction Work shall conform to the requirements of applicable building, plumbing, electrical and fire codes and the requirements of any authority having jurisdiction over or with respect to such work, as such codes and requirements may from time to time be amended or supplemented. Furthermore, all such design, construction and installation of Tenant's Construction Work is subject to the prior written approval of Landlord.

1.5 Tenant agrees to use, as a part of Tenant's Construction Work, Building standard materials including, but not limited to, Building standard corridor doors, VAV boxes, hardware, lights or other materials unless other corridor doors, VAV boxes, hardware or lights are requested by Tenant and approved in writing by Landlord.

1.6 Tenant acknowledges that Landlord has entered into this Lease in reliance on the diligent and good faith cooperation of Tenant in the timely completion of Tenant's Construction Work, so as to ensure that the Premises are ready for Tenant's use when anticipated by Tenant. Tenant hereby covenants and agrees that it will cooperate with Landlord, diligently and in good faith, to complete the Tenant work process in a timely manner in accordance with the schedules established by Landlord.

1.7 Tenant understands dimensions to be shown in the plans and specifications for the Building, and in any leasing brochure, are approximate and may change due to field conditions.

2. Preliminary Design Consultant Decisions

2.1 Tenant will use the services of Tenant's architect, engineers and interior designers (collectively, "Tenant's Design Consultants") in designing Tenant's space plan for the Premises.

3. Preparation of Construction Documents

3.1 Landlord shall cooperate with Tenant in developing plans and specifications for Tenant's Construction Work, which plans and specifications shall be prepared by Tenant's Design Consultants. The plans and specifications for Tenant's Construction Work shall be subject to the prior approval of Landlord's own architect and engineers (which approval shall not be unreasonably delayed or withheld). All costs associated with the review and approval of the plans and specifications by Landlord's own architect and engineers shall be paid by Tenant, and such costs shall be applied against the Allowance to be paid by Landlord. Tenant shall contract directly with Tenant's Design Consultants and Tenant shall be solely responsible for payment of any fees and/or payments due to Tenant's Design Consultants (subject to Landlord's obligation to provide the Allowance). Tenant's architect and engineers must be licensed to practice his/her professional discipline in the state in which the Premises are located and shall be capable of providing stamped Construction Documents to local government officials for permit approvals. Tenant shall not suffer or permit any mechanic's liens or materialmen's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises in connection with fees due to Tenant's Design Consultants.

3.2 Tenant's architect shall submit Construction Documents for Landlord's approval. Landlord shall have fourteen (14) days to approve or deliver written comments regarding the Construction Documents to Tenant. The "Construction Documents" shall set forth in detail the requirements for construction of the Premises and shall include drawings and specifications that establish in detail the quality of materials and systems required for the Premises. The Construction Documents shall comply with local building codes, regulations and laws and include, without limitation, architectural, structural (if required), mechanical (heating, ventilating and air conditioning), fire protection, plumbing and electrical drawings and specifications. The Construction Documents shall be provided to Landlord in the following formats: two sets of drawings and one CD-ROM disk containing the drawings in the CAD format approved by Landlord.

3.3 Tenant shall be responsible to coordinate the efforts of Tenant's Design Consultants (including Tenant's interior designer, if any) with Landlord's architect and the project contractor to insure that no delays are caused to either the planning or construction of Tenant's Construction Work.

3.4 Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, from the acts or omissions of Tenant's Design Consultants in, on and around the Premises and the Building or arising from the services rendered by Tenant's Design Consultants. The foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

3.5 Within fourteen (14) days after Tenant's Construction Work is "substantially completed" (as certified by the Tenant's Architect pursuant to Section 6(c) of the Lease), Tenant shall cause Tenant's Architect to deliver to Landlord complete "as-built" drawings of Tenant's Construction Work. Such "as-built" drawings shall be delivered in the following formats: two sets of drawings and one CD-ROM disk containing the drawings in the CAD format approved by Landlord. Such plans shall become the property of Landlord but may be used only to maintain and operate the Building. Such plans may not be used in connection with the design of other suites without the written approval of Tenant and Tenant's Architect.

4. Completion of Premises

4.1 Tenant will use the services of Tenant's contractor ("Tenant's Contractor") in constructing the improvements in the Premises. Tenant shall contract with Tenant's Contractor. The parties acknowledge that Tenant will use Mercer Construction as Tenant's Contractor, and same has been approved by Landlord.

4.2 All work involved in completion of Tenant's Construction Work shall be carried out by Tenant's Contractor, at Tenant's expense (subject to Landlord's obligation to provide the Allowance), under the sole direction of Tenant's Architect (also known as the "Project Architect"). Tenant's Contractor must be licensed as a contractor to perform Tenant's Construction Work in the city, county and state in which the Premises are located. Tenant's Contractor must be approved in writing by Landlord prior to the commencement of Tenant's Construction Work. Tenant covenants not to begin the contractor bidding process for Tenant's Construction Work until the Construction Documents are approved by Landlord. Landlord shall cooperate with Tenant and Tenant's Contractor to promote the efficient and expeditious completion of such work. Tenant shall not suffer or permit any mechanic's liens or materialmen's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises in connection with fees due to Tenant's Contractor.

4.3 The Allowance shall be paid by Landlord to Tenant upon the satisfaction of all of the following conditions: (a) delivery to Landlord of signed lien releases from each of Tenant's contractors and subcontractors; (b) copies of all invoices marked "paid" or other evidence confirming the total amount paid for construction; (c) a company invoice, up to the amount of the Allowance; (d) delivery to Landlord of the "as-built" drawings for Tenant's Construction Work; (e) delivery of an assignment of construction warranties to Landlord by Tenant; and (f) Landlord's approval of the Premises after inspection.

4.4 Prior to commencing the construction of Tenant's Construction Work, Tenant shall deliver to Landlord evidence of the following insurance policies:

(a) Commercial General Liability - Bodily Injury/Property Damage (occurrence basis), \$1,000,000 each occurrence, or equivalent, subject to \$2,000,000 aggregate. This policy shall be on a form acceptable to Landlord, Tenant will require Tenant Contractor agreements to include Landlord as an additional insured, and state that this insurance is primary insurance as regards any other insurance carried by Landlord, and shall include the following coverage: Premises/Operations; Independent Contractors; completed operation for a period of two years following the date of the final completion of Tenant's Construction Work; Broad Form Contractual Liability; Broad Form Property Damage; and Personal Injury Liability with employees and contractual exclusions removed.

(b) All Risk Builder's Risk Insurance - Prior to commencement of Tenant's Construction Work, Tenant's Contractor shall obtain on a policy acceptable to Landlord, and thereafter at all times during the performance of Tenant's Construction Work maintain All Risk Builder's Risk Insurance insuring the interest of Landlord and Tenant's Contractor, as their interests may appear, set forth in the single policy, written on the completed value basis in an amount not less than the Construction Costs and all authorized change orders.

(c) Comprehensive Automobile Liability - Bodily Injury/Property Damage \$500,000 per occurrence, single limit. This policy shall be on a standard form written covering all owned, hired and non-owned automobiles. Tenant will require Tenant Contractor agreements to include Landlord as an additional insured and state that this insurance is primary as regards any other insurance carried by Landlord.

(d) Workers' Compensation. Tenant's Contractor shall maintain during the construction period, statutory workers' compensation insurance as required by applicable law and Tenant will require Tenant Contractor agreements which will provide for a waiver

of subrogation in favor of Landlord for all of Tenant's Contractor's employees or workers at the site of the work. In case any work is sub-contracted, Tenant's Contractor shall require all of its subcontractors or agents to provide workers' compensation insurance for all its employees.

(e) Umbrella Liability Insurance. Tenant's Contractor shall furnish umbrella excess liability insurance coverage on a policy acceptable to Landlord, providing coverage in excess of the limits specified above (except for workers' compensation). Such policy shall have the same inception and expiration dates as the underlying liability policies and coverage not less broad than those in the primary policies. Minimum limits shall be: \$2,000,000 each occurrence; and \$5,000,000 annual aggregate.

4.5 Tenant shall be responsible for the cost of repairing any damage to the Building core, shell and Common Areas caused by Tenant or Tenant's Contractor. Such repairs shall be made under the supervision of Landlord's architect.

4.6 Prior to commencing work, Tenant shall cause Tenant's Contractor to deliver to Landlord the Building Management and Contractor Agreement for Tenant Construction and Renovation (the "Access Agreement"), in the form attached hereto as Schedule 1, duly executed by Tenant's Contractor, governing access and security to the Building.

4.7 Tenant shall be solely responsible for making all payments due to Tenant's Contractor. In the event of a default by Tenant's Contractor, Tenant shall be solely responsible for payment of all construction costs to complete Tenant's Construction Work.

4.8 Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, from the acts or omissions of Tenant's Contractor or Contractors in, on and around the Premises and the Building or arising from the services rendered by Tenant's Contractor or Contractors. The foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

Schedule 1

The Access Agreement
BUILDING MANAGEMENT and CONTRACTOR AGREEMENT
for TENANT CONSTRUCTION and RENOVATION

Building Name: 713 Capital Regions Health Park ("Building")
 Building Address: 711-713 Troy Schenectady Road, Latham, New York 12110
 Building Owner: HTA – Region Health, LLC ("Landlord")
 Property Manager: Healthcare Realty Services, LLC ("Property Manager")
 Tenant Name: Rehabilitation Support Services, Inc. ("Tenant")
 Tenant's Suite or premises description: Suite 125 (the "Leased Space")
 Contractor Name: _____ ("Contractor")

CONTRACTOR HAS BEEN ENGAGED TO PERFORM CERTAIN IMPROVEMENTS TO THE LEASED SPACE IN CONNECTION WITH TENANT'S USE AND OCCUPANCY OF THE LEASED SPACE PURSUANT TO A LEASE AGREEMENT WITH LANDLORD. BY EXECUTING THIS AGREEMENT, CONTRACTOR AGREES TO (A) PERFORM CONTRACTOR'S WORK IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT, (B) REQUIRE ITS SUBCONTRACTORS, IF ANY, TO SIGN AND DELIVER TO LANDLORD AND PROPERTY MANAGER A DUPLICATE OF THIS AGREEMENT, AND (C) CAUSE ITS SUBCONTRACTORS TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

BUILDING ACCESS AND SECURITY:

1. Access to and use of existing facilities and site will be restricted and shall be under the direction and control of Property Manager. Property Manager must be notified at least 24 hours prior to commencement of construction. Contractor shall present Property Manager with a current Certificate of Liability Insurance covering its planned operations within the Building and a building permit for the work prior to the start of operations.
2. Contractor is to contact Property Manager if contact or scheduling with Building Security and Engineering is required. Landlord, in Landlord's sole discretion, may require that Building security be on duty during "after hours work" (as defined in Item 8 below). It will be necessary to have Building engineering present to coordinate any tie-in to existing Building systems. Contractor will pay the cost of after hour's security (if required by Landlord) and engineering.
3. All new door hardware shall conform to the Building standards. All door hardware not conforming to the Building standards shall be removed and replaced at Contractor's sole expense. Temporary construction change keys shall be employed during Contractor operations. Property Manager shall have a copy of all such keys so that access to all areas of the Building are available to Property Manager. Following completion of construction, Property Manager shall permanently key the space. Contractor shall deliver to Property Manager all construction change keys in its possession at that time.
4. Contractor shall consult with Property Manager about the use of Building utilities for construction use. Under no circumstances shall Building electrical service, water service, gas service or any other utility be used for construction purposes without the consent of Property Manager. Without such consent and approval by Property Manager, Contractor shall be responsible for providing all temporary utilities necessary for construction.
5. Contractor shall utilize the designated loading dock/delivery zone as necessary for loading and unloading of equipment and supplies, and shall promptly (within one hour) remove all vehicles from the delivery zone and park only in areas that have been designated for Contractor's use by Property Manager. All vehicles violating the above policy shall be towed at Contractor's expense.

Contractor shall enter the Building via the freight/service Building entrance and shall only utilize the elevator designated for Contractor use by Property Manager. Protective pads shall be installed and used in the elevator at all times during Contractor's use of the equipment. Contractor shall protect all Building core and shell flooring with 5 mill polyethylene sheets with an adhesive on one side.

6. If Contractor requires removal of exterior windows/doors to successfully move required materials/equipment into the Building, Contractor shall contact Property Manager in advance of such operations to gain its approval.
7. Contractor's designated representative shall check in and out with Property Manager on a daily basis.
8. Contractor shall schedule all after hours/weekend work with Property Manager 48 hours prior to arrival to perform such work. "After hours work" shall mean any work that will take place (a) prior to 7 a.m. or after 5 p.m. Monday through Friday or (b) on a weekend day or national holiday. (See item 12 below for rules regarding after hours work). Building Security will not permit after hours access to Contractor if such Contractor's work has not been properly scheduled, except that unscheduled access shall be permitted to correct circumstances which may threaten imminent danger to the Lease Space, the Building or the Building's occupants.
9. Landlord and Property Manager shall not be held responsible for loss, damage or theft of Contractor's tools, equipment, materials, supplies, etc.
10. A 24-hour telephone answering machine service or pager should be maintained by Contractor to allow for 30-minute reply time for request from Property Manager. Names and telephone numbers (including after-hours numbers) of Contractor's superintendent/foreman shall also be made available to Property Manager prior to start of the work.
11. Daily logs of employees, subcontractors, vendor, etc. working in the Building will be required from the Contractor, and must be available for Property Manager's review.
12. The following categories of work and such other categories as Landlord and/or Property Manager shall determine in the future shall be performed as "after hours work": access to an adjacent tenant suite to perform work; core-drilling, use of shot-driven pins, use of chipping hammers, use of any other tools or equipment that, in the opinion of Property Manager, produce excessive noise and/or vibration, any work that creates noxious fumes or odors in areas outside the Lease Space, any work involving utility taps, connections or the like which would interrupt services for existing tenants. If any Contractor operations, in the opinion of Property Manager, present a disruption to tenant services and operations, Property Manager shall contact Contractor and inform its to cease operations immediately. Contractor shall comply with this order and coordinate with Property Manager on resumption of activities. If any additional cost results from these requirements Contractor will be responsible for such cost.

SAFEGUARDS TO PREMISES AND PROPERTY:

1. Contractor shall take proper precautions to protect all existing operations and property with which its work comes in contact, or over which it must transport, hoist or move materials, equipment, debris, etc. Contractor shall repair, to Landlord's satisfaction, all damages caused by Contractor during construction. Contractor shall bear the sole burden for such costs.
2. Contractor shall coordinate all Fire Alarm System and Fire Sprinkler system related work with Property Manager. No Fire Alarm System or Fire Sprinkler System related work will be performed until proper steps have been taken to secure that false alarms will not sound, that adequate Building protection will be maintained, and that the proper agencies have been notified of Fire Safety System down time. Contractor also will coordinate with Property

Manager for the proper restoration of Fire Alarm Systems or Fire Sprinkler Systems to normal operation once work is complete. Under no circumstances shall Contractor leave the Building until all Fire Alarm Systems and Fire Sprinkler Systems affected by Contractor's work have been restored to normal operating status. Contractor shall take adequate steps to prevent false alarms or other unnecessary alarms that occur as a direct or indirect result of its work within the Building. This shall include protection of smoke detection devices from smoke, dust, and debris during construction, use of sweeping compound when sweeping floors to avoid dust, and proper precautionary measures taken when working around other alarm initiating devices such as pull stations, water flow detectors, and fire safety related power sources. All work that, for any reason, may activate the Fire Alarm System must be first reported to Property Manager so that appropriate measure may be taken to prevent a false alarm. Such work includes, but is not limited to, welding, sawing, sweeping, painting, soldering, brazing, etc. Contractor shall pay any fines or penalties levied by fire departments for false alarms caused by Contractor's negligence or failure to adhere to the requirements of this Agreement.

3. Contractor shall observe the following fire safety precautions at all times:
 - a. An approved fire extinguisher must be within reach of all welding/brazing work or other open flames.
 - b. Acetylene, oxygen, or other types of pressurized gas bottles must be in an upright position and strapped to an immovable object to prevent the bottle from falling.
 - c. When arc welding, protective shields must be placed around the work to shield others from eye damage.
 - d. Contractor shall not use frayed, damaged, or improperly rated power cords and shall not string power cords across walk areas.
 - e. No flammable liquids may be brought into the Building without Property Manager approval, or stored in the Building overnight.
 - f. Contractor shall maintain a one-hour rated separation between the area under construction and the rest of the Building at all times. Tenant demising walls and corridor walls shall serve this purpose.
4. During suite construction, the main entrance door to the Premises should always be left unlocked. Contractor is responsible for their own tools and materials.
5. At all hours that construction personnel are working within the Lease Space, the main door to the Leased Space shall remain unlocked. After construction has been completed for the day, Contractor shall secure the Leased Space and lock the main door.
6. Contractor shall not under any circumstances leave materials and/or equipment unattended in public Building areas.
7. Contractor is responsible for clearing all debris from the Building core and shell areas each evening.
8. Contractor is responsible for the supply, maintenance and changing of air duct pre-filters and VAV filters in the designated working area. At the end of construction after final cleaning Contractor is responsible to clean any return air ducts and the inside of the air handler serving the space where the work was performed.

STANDARDS AND CONDUCT:

1. Contractor is to provide to Property Manager, and pay all fees for all permits inspections, occupancy certificates, maintenance, and operations manuals, equipment warranties, and such other similar items necessary or resulting from the improvements to the Leased Space.

2. Should Contractor perform any work that does not comply with the requirements of applicable codes and standards, Contractor shall bear all costs of correcting such defects.
3. Contractor must maintain existing plumbing, heating, air conditioning, fire protection, and other existing systems, and must retain all existing functions in service except for scheduled disruptions. All such disruptions of system functions must be scheduled with Property Manager, at least 24 hours in advance. No unscheduled disruptions are services are allowed.
4. All work involving core drilling, spraying, or other functions that may cause disrupting noise, fumes, or odor, or result in necessary access to any occupied tenant space, must be approved by Property Manager and be performed after normal business hours or on weekends.
5. All penetrations of piping, duct work, conduits, etc. through walls, partitions, and floors shall be sealed to comply with applicable codes and Property Manager's satisfaction to maintain the integrity of Building's fire safety rating. Also, any openings in walls and partitions made by Contractor for access to construction work shall be patched and/or repaired to comply with applicable codes and maintain existing fire ratings and meet Property Manager's satisfaction. All core drills pieces are to be removed by Contractor.
6. It shall be the responsibility of Contractor to cooperate fully with other contractors working within the Building, if any, to keep the Leased Space in a clean and safe condition. At the end of each day's work, Contractor shall properly store all of its tools, equipment, and materials and shall clean up its debris from the Building core and shell. Contractor shall provide a final clean up of any job areas of the Building core and shell that were affected by the Contractor's work including walls, light fixtures, windowsills, counters, cabinets, floors, etc.
 - a. Temporary walk-off mats shall be provided by Contractor, as required, at all construction entrances to the Building. Polyethylene sheets a minimum 5 mill with an adhesive on one side shall be employed by Contractor to protect existing Building common area (lobbies and public corridors) flooring surfaces during construction operations.
 - b. Sweeping Compound will be used when sweeping to minimize and control dust. Failure to use sweeping compound will result in the mandatory halting of work as enforced by Property Manager.
 - c. Contractor is responsible for removing all construction debris from the site. The Building's trash container (dumpster) will not be used for construction debris. Contractor shall discuss a trash removal plan with Property Manager prior to the start of construction and obtain Property Manager's approval. Under no circumstance shall any of the shell Building exterior windows be removed to facilitate the installation of a trash chute without prior approval by Property Manager. Contractor must furnish a trash receptacle and locate it in a location that is acceptable with Property Manager. Contractor will be back-charged for unauthorized use for Building's trash facility.
 - d. Contractor should protect miniblinds/vertical blinds during construction. (This should be accomplished by either taking down the blinds or raising them to the top of the window and putting plastic over them.)
7. Contractor shall not utilize electrical/telephone rooms, mechanical rooms, or other unauthorized Building or parking areas for storage of tools, equipment, materials, supplies, etc.
8. Under no circumstances are public toilet facilities to be used. Contractor, in a location approved by Property Manager, will install approved facilities.
9. Contractor shall not lounge or eat in the Building lobbies, hallways, or stairwells. Breaks may be taken in either the assigned work area, or common areas such as a restaurant or snack bar. ALL TENANT SPACES ARE OFF LIMITS. TENANTS SHALL NOT BE DISTURBED.
10. Loud noises, radios, stereos, etc. are prohibited.

11. The use of tobacco, alcohol and drugs are prohibited in the Building.
12. Cursing, rough housing, leering and other objectionable conduct shall result in the immediate halting of work and expulsion of the responsible individuals from the Building.
13. Contractor shall notify the Property Manager at least 30 days in advance of completion of Contractor's work so that Property Manager may schedule and perform a final inspection.
14. Equipment installed by Contractor shall match all existing equipment in the Building (including, but not limited to, thermostats, mixing boxes, diffusers, lights, plumbing fixtures, doors and hardware, ceiling lay-in pads, VAV units).
15. Intentionally Deleted.
16. Landlord shall be named an additional insured on Contractor's insurance policy.
17. Contractor shall insure that all personnel on the job (including subcontractors) attend any mandatory in-service training required by the Property Manager.
18. Contractor shall comply with all applicable laws or regulations regarding safety, including without limitation, the Federal Occupational Safety and Health Act of 1970, as amended from time to time.
19. Cell phones and walkie-talkies shall not be used in the Building unless approved by Property Manager.
20. Contractor shall not clean any equipment in Building utility closets, restrooms, etc. Contractor, subcontractors, etc. shall not dump any material in hoppers, toilets or drains of any kind.
21. Contractor shall not use tools, ladders, lights, supplies, etc. owned by Landlord.
22. Contractor shall provide identification cards to all employees on the job site. Such identification shall be visibly worn at all times while on the site.
23. Contractor shall maintain on site MSDS information for any product used by Contractor or any subcontractor during the course of the work.

GENERAL PROVISIONS, RELEASE OF LIABILITY AND INDEMNITY:

Contractor agrees to thoroughly familiarize itself with all site conditions, limitations, and regulations. The work shall be performed with the absolute minimum of interference with Landlord's operation, and Contractor shall be subject to Property Manager's reasonable directions to enforce the same. Contractor shall use only authorized entrances, elevators, and storage areas as designated by Property Manager. Contractor shall secure and protect the work to be done hereunder and assume full responsibility for the condition thereof until finally accepted by Property Manager. Contractor shall be liable for any loss or damage to any work in place or any equipment or materials on the site caused by Contractor. Contractor shall provide adequate protection of all areas, and keep all areas of use clean and free of debris and unacceptable noise levels. Contractor shall provide for removal of all trash and debris on a daily basis and, if the area is not maintained, Property Manager has the right, with a 24 hour written notice, to employ its own forces to maintain the area and charge the cost to Contractor.

Contractor hereby forever releases and discharges Landlord and Property Manager and their respective agents, officers and employees (collectively the "Released Parties") from any and all liability that results from Contractor's presence and work in and around the Building. Contractor agrees to indemnify and save harmless the Released Parties from any and all fines, suits, claims, damages,

demands, losses and actions (including reasonable attorneys' fees and costs) for any injury to person or damage to or loss of property on or about the Building or the land on which the Building is located. Notwithstanding anything to the contrary herein, Contractor shall not be required to defend, indemnify or hold Released Parties harmless for any damage or loss caused by the negligence or willful misconduct of Landlord or the Property Manager or their employees and agents.

Name) CONTRACTOR: _____ (Print or Type Contractor's

By: _____

Print Name: _____

Print Title: _____

Date of signature: _____

ACCEPTED AND ACKNOWLEDGED BY PROPERTY MANAGER:

Healthcare Realty Services, LLC, as agent for Landlord

By: _____

Print Name: _____

Print Title: _____

Date of signature: _____

EXHIBIT "D"

Commencement Date Letter

Intentionally Deleted

Exhibit "E"

Prohibited Uses

- i. The operation of a practice whose principal business activity is the provision of one or more of the following services: Computerized Tomography (CT Scanner), Magnet Resonance Imaging (MRI), Nuclear Medicine, PET, Ultrasound and Mammography;
- ii. The operation of a free standing radiology facility or clinic or a hospital based radiology group practice;
- iii. The operation of a practice providing "Pediatric Autism Specific Services", which as used herein shall mean therapy services provided to autistic children under the age of nineteen (19), including, but not limited to Applied Behavioral Analysis Therapy ("ABA"), as well as any group developmental intervention services within the New York State's Early Intervention Program and other similar services.

EXHIBIT "F"

Rules and Regulations

1. No animals shall be kept in or about the Premises.
2. Tenant shall not use the water closets and other plumbing fixtures for any purposes other than those for which they were constructed, and shall not place any debris, rubbish, rags or other substances therein. All damage resulting from any misuse of the fixtures shall be borne by the Tenant whose servants, employees, agents, customers, contractors, subtenants, assignees, patients, invitees, or licensees shall have caused the same.
3. Tenant shall not place any furniture, equipment, records, trash or other objectionable material in the common areas other than in an appropriate refuse container.
4. Tenant or his employees shall not make or commit any indecent or improper acts while on the property or make any unseemly or disturbing noises or disturb or interfere with neighboring occupants of the Building or the Premises or those having business with them, whether by use of any musical instrument, radio, loud speaker, singing, or in any other way. Tenant or his employees shall not throw anything out of the doors or windows of the Premises.
5. The Premises shall not be used for the sale of merchandise in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind to persons who are not patients of the tenant.
6. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in the parking lot or for any injury sustained by any person in the parking lot.
7. The entry, corridors, and stairways shall not be obstructed by Tenant, nor used by Tenant for any purpose other than ingress or egress to and from Tenant's offices, nor must employees of Tenant loiter or congregate therein. The floors and windows that reflect or admit light into passageways in common areas shall not be covered or obstructed by Tenant.
8. Landlord reserves the right to make such other and further rules and regulations as permitted by the Lease.
9. Tenant shall not, without the written consent of Landlord, place a load upon any floor of the Building exceeding 80 pounds per square foot. Additional air conditioning, electrical or other facilities required in connection with the installation and operation of any computers or other large business equipment shall be made at Tenant's expense and only after obtaining Landlord's written consent. Tenant shall pay for the cost of electrical current required to operate computers and other large business equipment and for the cost of additional air conditioning necessitated by such equipment.
10. Tenant will not permit or suffer any signs, advertisement or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises or on windows or doors or on the adjacent street, except that directory boards and Premises identification signs shall be provided by Landlord. Signage on entry doors will be provided by Landlord consistent with signage standards within the Building.

11. In the event that Tenant should from time to time, or at any time, require heating or air-conditioning in the Premises after the hours specified in the Lease, Landlord agrees to provide the same to Tenant provided Tenant shall give Landlord at least 12 hours advanced notice of the need for after-hours heating or cooling. The charge for such after-hours heating and cooling shall be at a rate per hour determined by Landlord from time to time. Landlord may either publish such rates or will provide the same to Tenant upon request. All charges for after-hours heating and cooling requested by Tenant shall be additional rent under this Lease and due and payable with the next monthly installment of Rent.

12. Neither Tenant nor its employees, patients, contractors and/or other licensees or invitees shall obstruct, loiter or congregate in any common area of the Building, including, without limitation, any common area corridors, common area hallways, common area stairways and common area restrooms. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

13. Neither Tenant nor its employees, patients, contractors and/or other licensees or invitees shall use the common area corridors, common area hallways and common area stairways for any reason other than ingress and egress to and from Tenant's Premises. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

14. Tenant, its employees, agents, patients and visitors shall not smoke in the Building nor within 100 feet of the Building entrances, exits, windows or vents, and shall comply with all applicable smoking laws.

EXHIBIT "G"

GUARANTY OF LEASE

Intentionally Deleted

Exhibit 8



OFFICE TENANT FIT-UP

713 TROY-SCHENECTADY ROAD

LATHAM, NEW YORK 12110

BUILDING MANAGEMENT:

HEALTHCARE REALTY
244 WESTCHESTER AVENUE, SUITE 215
WHITE PLAINS, NY 10604
PH: POL 87(2)(a) - 2

TENANT:

REHABILITATION SUPPORT SERVICES
3 CHESTNUT RIDGE RD
MONTVALE, NJ 07645
PH: POL 87(2)(a) - 2

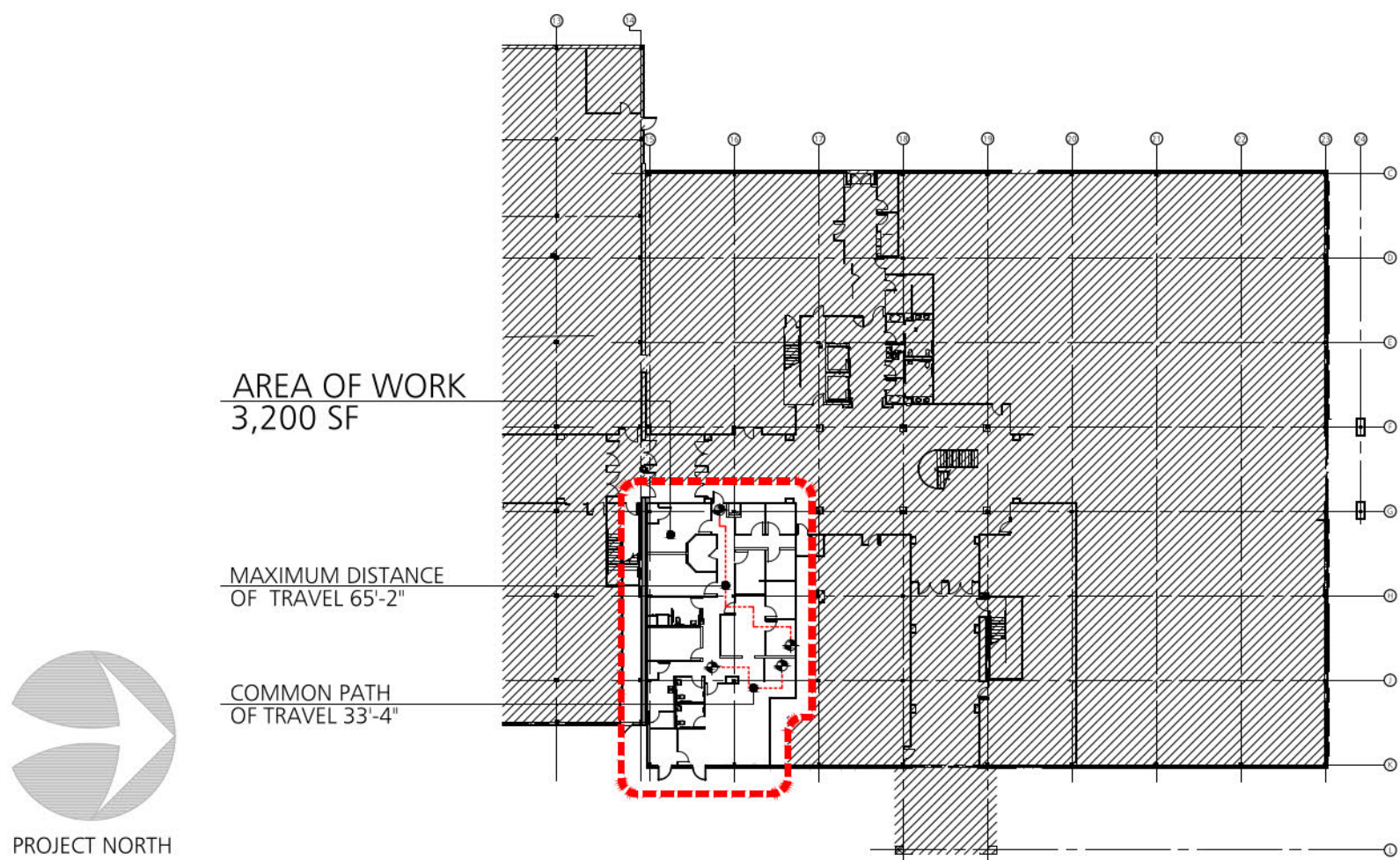
ARCHITECT:

MADesign ARCHITECTURE | INTERIORS, PLLC
875 SPRING AVENUE
TROY, NEW YORK 12180
PH: POL 87(2)(a) - 2

MEP ENGINEER:

RYAN S. JONES, P.E.
2225 W. CHESTERFIELD BLVD., SUITE 200
SPRINGFIELD, MO 65807
PH: POL 87(2)(a) - 2

KEY PLAN - PARTIAL 1ST FLOOR



SITE LOCATION MAP



GENERAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO PROJECT. CONTRACTOR IS ALSO RESPONSIBLE FOR FILING AND SECURING ALL NECESSARY PERMITS, APPLICATIONS AND APPROVALS FOR ALL TRADES.
- CONTRACTOR SHALL PROTECT ALL EXISTING WALLS, DOORS, FRAMES AND SURFACES WHICH ARE SCHEDULED TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL VERIFY THAT ALL EXISTING SURFACES ARE PLUMB, SQUARE AND TRUE AND SHALL CORRECT AS REQUIRED.
- CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND JOB CONDITIONS AND SHALL REPORT TO OWNER AND ARCHITECT ANY DISCREPANCIES OR OMISSIONS WHICH WOULD INTERFERE WITH SATISFACTORY COMPLETION OF WORK. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION, AND INSTALLATION CRITERIA. COORDINATION OF ALL TRADES, SUPPLIED ITEMS, AND THE MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ARRANGING USE OF ELEVATORS, LOADING DOCKS, HOISTING EQUIPMENT, PARKING REQUIRED FOR THE HANDLING OF MATERIALS.
- ALL WORK TO CONFORM WITH DRAWINGS AND SPECIFICATIONS. DRAWINGS ARE NOT TO BE SCALED FOR INFORMATION.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING UTILITY LINES, DUCTWORK, FIXTURES & FINISHES WHICH REMAIN PART OF THE FINAL SPACE. CONTRACTOR SHALL CLEAN, REPAIR, REPLACE, RELAMP, ETC. ITEMS REQUIRED FOR PROPER FUNCTIONING OF THE FINAL SPACE.
- CONTRACTOR TO OVERSEE CLEANING AND ENSURE THAT THE PREMISES ARE MAINTAINED FREE OF RUBBISH DURING CONSTRUCTION. FINAL CLEAN-UP IS THE RESPONSIBILITY OF THE CONTRACTOR WHICH IS TO INCLUDE CLEANING OF ALL INTERIOR GLASS PANELS AND INSIDE OF EXTERIOR WINDOWS AND SILLS. REPAIR, TOUCH-UP, PATCH OR REPLACE MARRED SURFACES AND MAINTAIN UNTIL OCCUPIED BY TENANT.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, CUT SHEETS AND SAMPLES OF PRODUCT AND MATERIALS FOR APPROVAL BY OWNER PRIOR TO ANY FABRICATION OR ORDERING OR MATERIALS.
- CHANGE ORDERS ARE NOT TO PROCEED UNTIL APPROVALS HAVE BEEN MADE BY TENANT AND OWNER.
- PATCHING OF EXISTING CONDITIONS: CONTRACTOR SHALL PATCH SMOOTH ALL EXISTING SURFACE CONDITIONS THAT REMAIN OR ARE EFFECTED FROM THE REMOVAL OF EXISTING FINISHES AT WALLS, DOORS, CEILINGS TO MATCH THAT OF THE NEW BUILD-OUT.
- AT THE COMPLETION OF THE PROJECT, PROVIDE TO OWNER/TENANT ALL MAINTENANCE MANUALS PRESENTING FULL DETAILS FOR THE CARE OF THESE ITEMS. CONTENTS SHALL INCLUDE THE MANUFACTURERS NAMES, INSTALLERS NAMES, ADDRESS AND PHONE NUMBERS AND INSTRUCTIONS FOR INSTALLATION, PARTS LIST AND RELATED DATA SHEETS.

REMOVAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH BUILDING MGMT LOCATIONS FOR DUMPSTERS, ACCESS TO ELEVATORS AND ALL BUILDING RULES AND REGULATIONS ASSOCIATED WITH CONSTRUCTION ON PREMISES.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TRASH & DEBRIS INTO THEIR OWN DUMPSTERS AND TRUCKS. USE OF BUILDING DUMPSTERS FOR THESE ITEMS IS NOT PERMITTED.

SHEET LEGEND:

A-0 COVER SHEET, GENERAL NOTES
KEY PLANS

ARCHITECTURAL DRAWING LIST:

A-1 FLOOR PLAN & REFLECTED CEILING PLAN
DOOR DETAILS
FURNITURE & FINISH PLAN
MILLWORK DETAILS
A-3 TOILET ROOM DETAILS
A-4 PARTITION DETAILS
A-5 EXTERIOR DETAILS

ENGINEERING DRAWING LIST:

E-1 ELECTRICAL PLANS
M-1 PLUMBING PLANS
M-2 HVAC PLANS
ME-000 MECHANICAL & ELECTRICAL NOTES &
SYMBOLS
FP-1 FIRE PROTECTION PLAN

BUILDING CODE OF NEW YORK STATE SUMMARY

OCCUPANCY CLASSIFICATION (SECTION 304):	BUSINESS GROUP B
CONSTRUCTION CLASSIFICATION (SECTION 602.2):	TYPE IIA (ASSUMED)
SEPARATION BY OCCUPANCY (PER 508.4):	SEPARATED
FIRE RESISTANCE OF NEW BUILDING ELEMENTS (TABLE 601):	TYPE IIA
STRUCTURAL FRAME:	1 HR
BEARING WALLS:	EXTERIOR 1 HR; INTERIOR 1 HR
NON-BEARING WALLS (TABLE 602):	EXTERIOR 0 HR; INTERIOR 0 HR
FLOOR / CEILING CONSTRUCTION:	1 HR
ROOF CONSTRUCTION:	1 HR
CORRIDORS (TABLE 1020.1):	0 HR
CORRIDOR WIDTH (MINIMUM PER TABLE 1020.2 WITH OCCUPANT LOAD MORE THAN 49) 44"	
BUILDING IS FULLY SPRINKLERED	
J. MICHAEL DENNIS	NY'S RA NO. 018164

MEANS OF EGRESS CALCULATION

OCCUPANT LOAD	(LSC TABLE 7.3.1.2 & BCNYS TABLE 1004):
3,200 GROSS SF DIVIDED BY 150 SF PER OCCUPANT	22 OCCUPANTS
MEANS OF EGRESS SIZING	(LSC TABLE 7.3.3.1 & BCNYS 1005.2.1):
OCCUPANT LOAD 22 MULTIPLIED BY EGRESS CAPACITY FACTOR 0.20 INCH PER OCCUPANT (LSC TABLE 7.3.3.1 & BCNYS TABLE 1005.3.2) = 4.4 INCHES MINIMUM OF EGRESS WIDTH REQUIRED	
MINIMUM DOOR WIDTH (LSC 7.3.4.1(2):	36" MINIMUM DOOR WIDTH
ACTUAL WIDTH OF EGRESS UNITS: 2 EGRESS DOORS AT 36" EACH 2 EGRESS DOOR AT 42"	36 INCHES PROVIDED 84 INCHES PROVIDED 120 INCHES TOTAL

FOR BUILDING PERMIT REVIEW

DRAWING TITLE:

COVER SHEET
1ST FLOOR LEVEL
TENANT FIT-UP

PRELIMINARY:

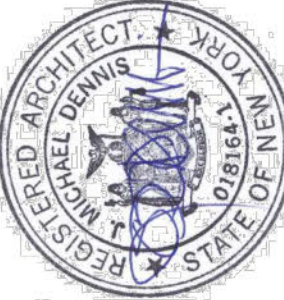
ISSUED:
DEC 22, 2025
REVISION:

SHEET NUMBER:

A-0

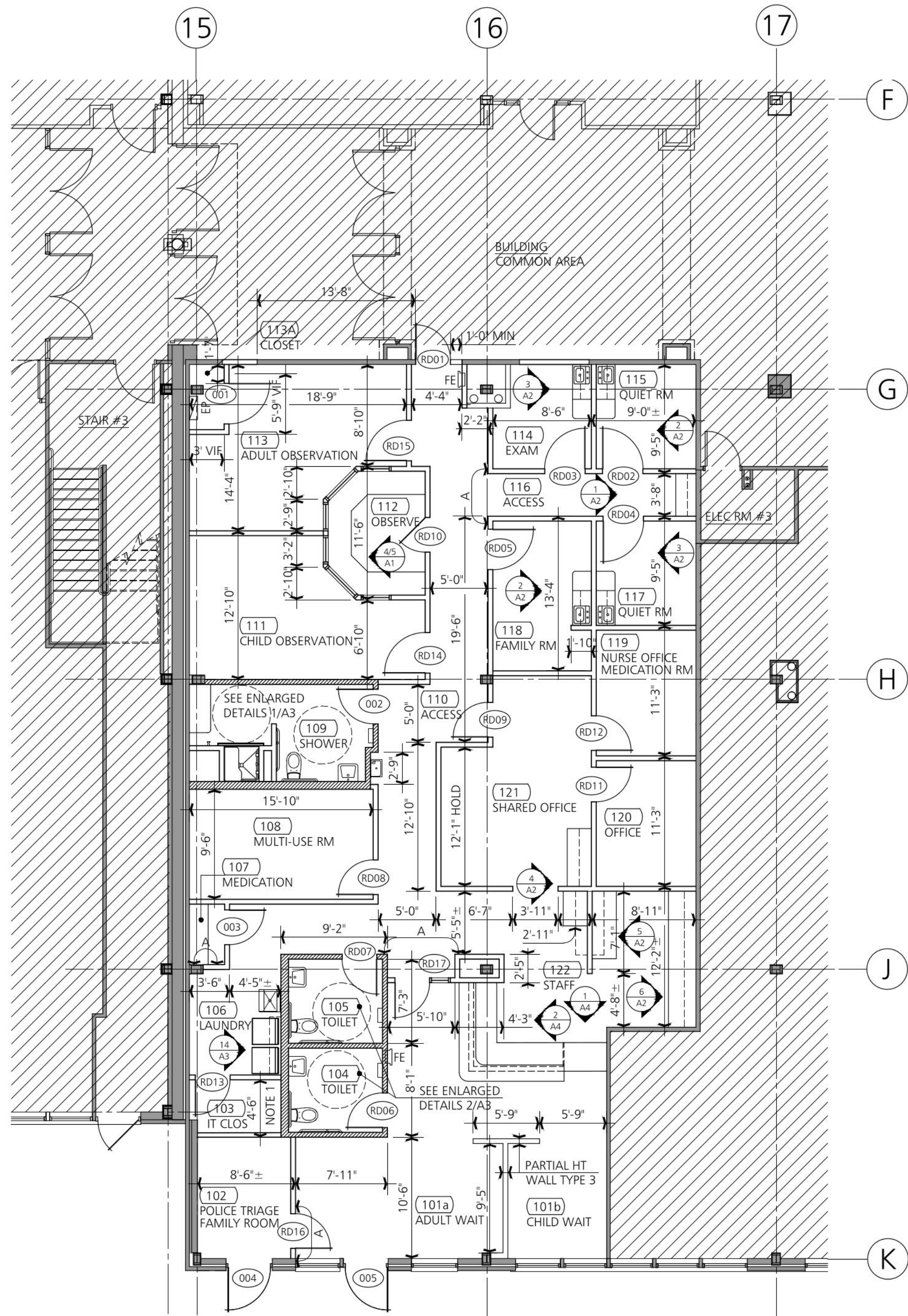
PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK

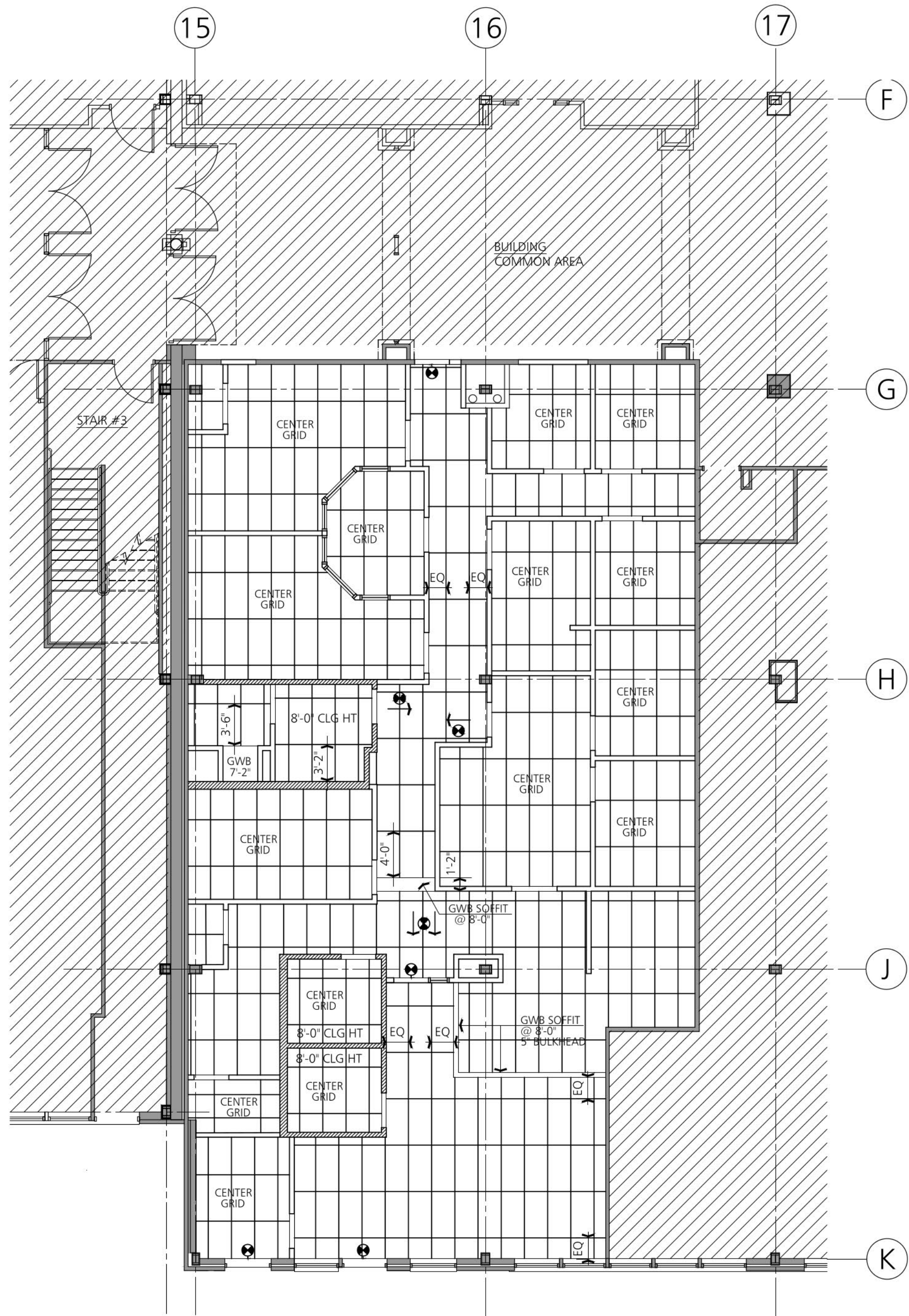


mADesign
architecture interiors

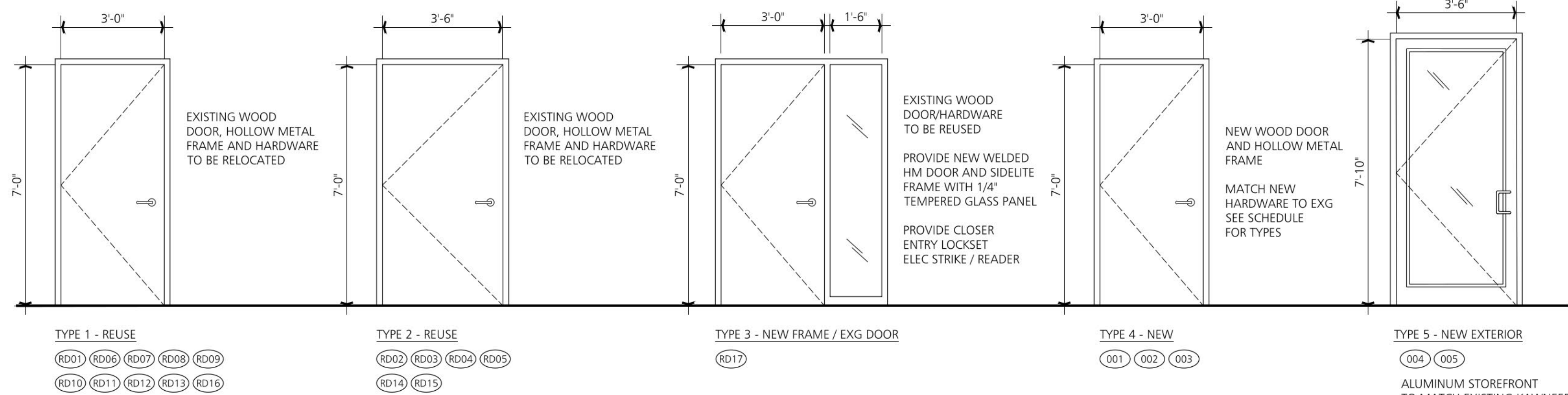
875 Spring Avenue
Troy, NY 12180
P



1
A-1
FLOOR PLAN
1/8" = 1'-0"

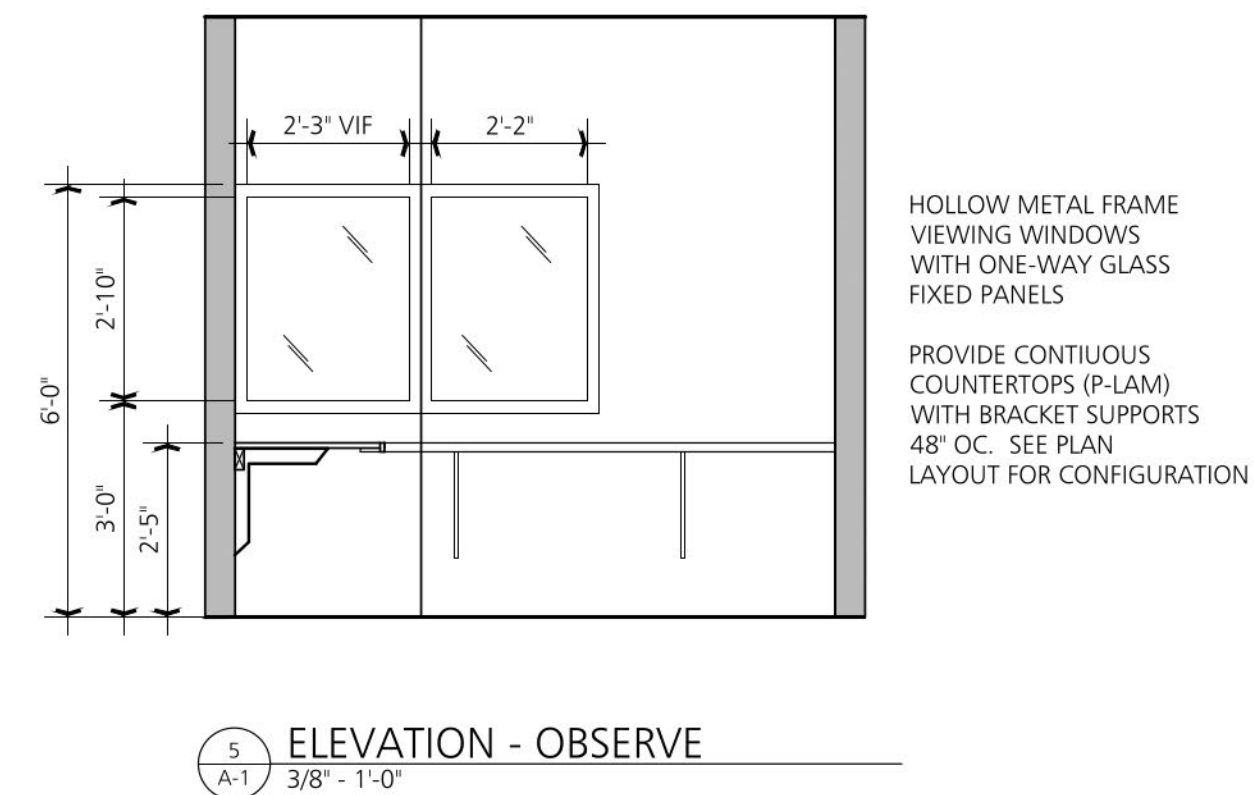
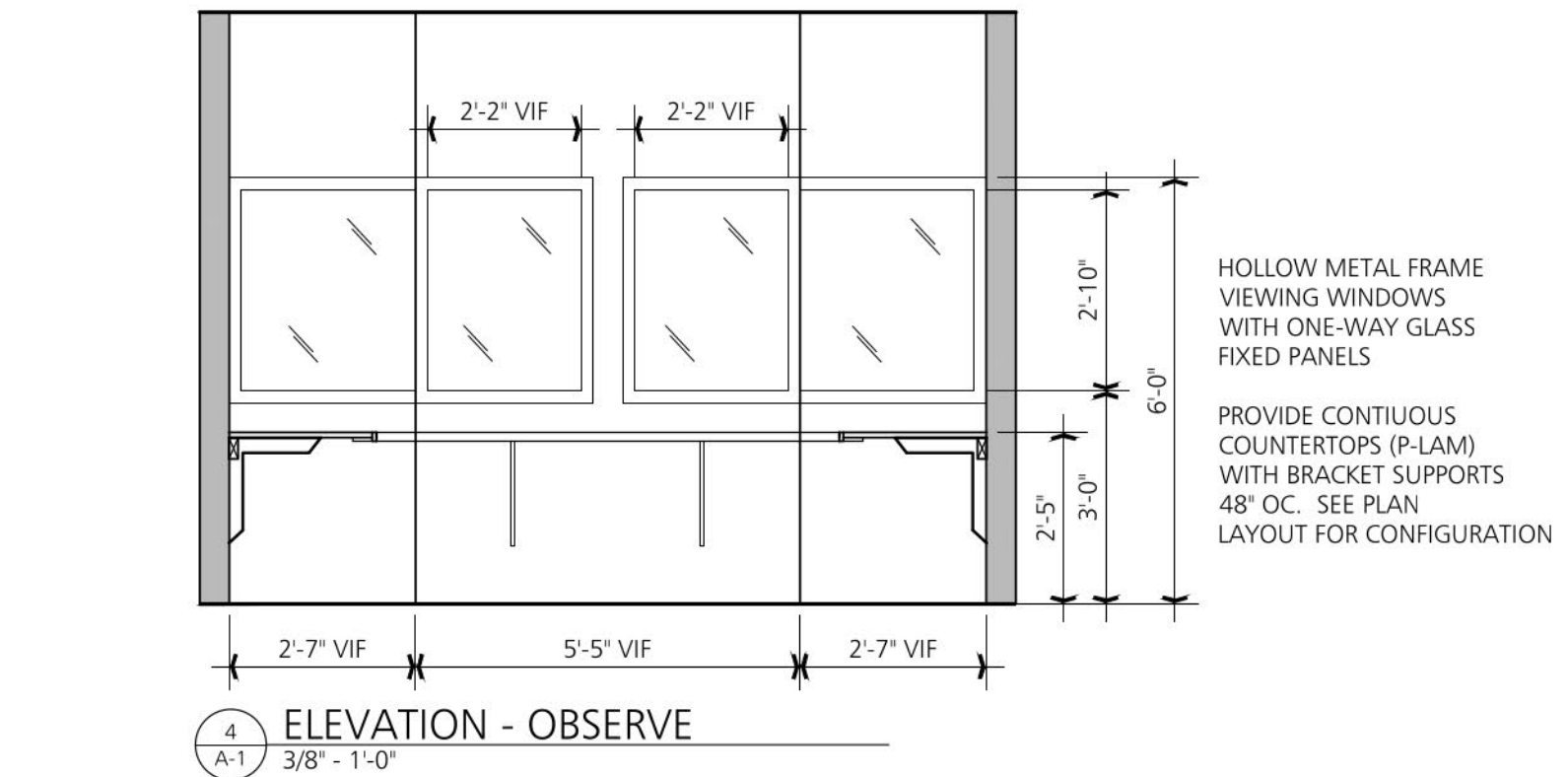


2
A-1
RELECTED CEILING PLAN
1/8" = 1'-0"



3
A-1
DOOR DETAILS
3/8" = 1'-0"

LEGEND	WALL NOTES:	CEILING LEGEND
INDICATES COMMON AREA NO NEW WORK EXISTING WALL AND APPURTENANCES CONFIRM DEMISING PARTITIONS INDICATES NEW PARTITION (TYPE 2) DECK HEIGHT 1 HR RATED SEE DETAILS SHEET A0 INDICATES NEW PARTITION (TYPE 1) 6" ABOVE SUSPENDED CEILING NON-RATED SEE DETAILS SHEET A0 DIMENSION LINE (FACE OF GWB) ALIGN WALL FACES NEW DOOR LOCATION DOOR TYPE MARKER EXISTING DOOR LOCATION EXISTING HARDWARE TO REMAIN ELEVATION MARKER SEE SHEET A6 FOR DETAILS FIRE EXTINGUISHER & CABINET SEMI-RECESSED MOUNT TOP OF DOOR AT 54" AFF LARSEN'S: MODEL NO. 2409-R1 MP-10 FINISH: WHITE ENAMEL SOLID DOOR	1. PROVIDE 3/4" FR 4" X 8' PLYWOOD PANEL AT IT CLST 103, COORDINATE LOCATION WITH TENANT EQUIPMENT AND PAINT (PT-1). 2. ALL EXISTING PARTITIONS AT DEMISING WALLS, EXTERIOR WALLS, GWB SILLS AND COLUMN ENCLOSURES TO BE PATCHED, REPAIRED FROM DAMAGES AND SANDED SMOOTH FOR NEW PAINT FINISH.	FLOOR COMMON AREA NO NEW WORK REQUIRED NEW SUSPENDED CEILING GRID & ACT ARMSTRONG FINE FISSURED SECOND LOOK II ITEM NO. 1761 24" X 48" X 3/4" ANGLED TEGULAR SCORED CLASS A 15/16" PRELUDE SUSPENSION SYSTEM DIRECTIONAL EXIT SIGN SEE ELECTRICAL DRAWINGS FOR SPECIFICATIONS
		CEILING NOTES: 1. SEE ELECTRICAL DRAWINGS FOR ALL ELECTRICAL WORK: LIGHTING FIXTURES, SWITCHING, EMERGENCY DEVICES, FIRE ALARM AND SMOKE DETECTION. 2. SEE MECHANICAL DRAWINGS FOR HVAC AND SPRINKLER WORK. 3. ALL NEW GWB SOFFIT LOCATIONS TO BE FINISHED ALL EXPOSED SIDES AND PAINTED, SEE FINISH PLAN FOR COLOR SELECTION. 4. ALL CEILING GRIDS TO BE CENTERED IN ROOM UNO. 5. TYPICAL SUSPENDED CEILING HEIGHT TO MATCH TO EXISTING HEIGHT AT APPROX. @ 8'-4" AFF, UNO.



DOOR SCHEDULE														
DOOR				SIZE				FRAME			LABEL	REMARKS	HARD. TYPE	
#	TYPE	MAT.	FIN.	W		H	T	TYPE	MAT.	FIN.				
RD01	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	C	EXG CLOSER, ENTRY SET	ES/CR	
RD02	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD03	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD04	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD05	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD06	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PRIVACY	
RD07	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PRIVACY	
RD08	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD09	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD10	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	CLOSER	ES/CR	
RD11	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD12	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		PASSAGE	
RD13	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	CLOSER	STORE RM	
RD14	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD15	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD16	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0		ES/CR	
RD17	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	NEW CLOSER, ENTRY	ES/CR	
NEW DOORS	001	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0		PASSAGE
	002	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0	CLOSER	PRIVACY
	003	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0	CLOSER	ES/CR
	004	5	ALUM	BRZ	3'-6"	X	7'-10"	X	5	ALUM	BRZ	0	STOREFRONT	KEY LOCK
	005	5	ALUM	BRZ	3'-6"	X	7'-10"	X	5	ALUM	BRZ	0	STOREFRONT	KEY LOCK

GENERAL DOOR AND FRAME NOTES

WOOD DOORS: INTERIOR FLUSH WOOD VENEER DOOR (SOLID CORE): MATCH EXISTING MANUFACTURER: MARSHFIELD ALGOMA PRE-FINISHED STAIN COLOR: 56-02 RATTAN

1. 1-3/4" X 7'-0"H X SCHEDULED WIDTH

FACE: 5 PLY VENEER FACES, SELECT WHITE BIRCH PLAIN SUCED PREMIUM

2. SHEEN: SATIN-MEDIUM (RUBBED EFFECT)

HARDWARE NOTES

1. ALL KEYING TO BE COORDINATED WITH BUILDING MGMT AND TENANT.

2. ALL NEW HARDWARE AND LOCKSETS TO MATCH EXISTING YALE LEVER STYLE 626 SATIN CHROME FINISH. OWNER/TENANT TO APPROVE ALL HARDWARE TYPES PRIOR TO ORDERING.

3. EACH DOOR LEAF SHALL RECEIVE A WALL STOP: 232W (US 32D) BY HAGEN. FLOOR STOPS WILL NOT BE ACCEPTED.

4. SEE "SECURITY HARDWARE NOTES" THIS SHEET FOR ADDITIONAL SECURITY SYSTEM REQUIREMENTS.

SECURITY HARDWARE NOTES:

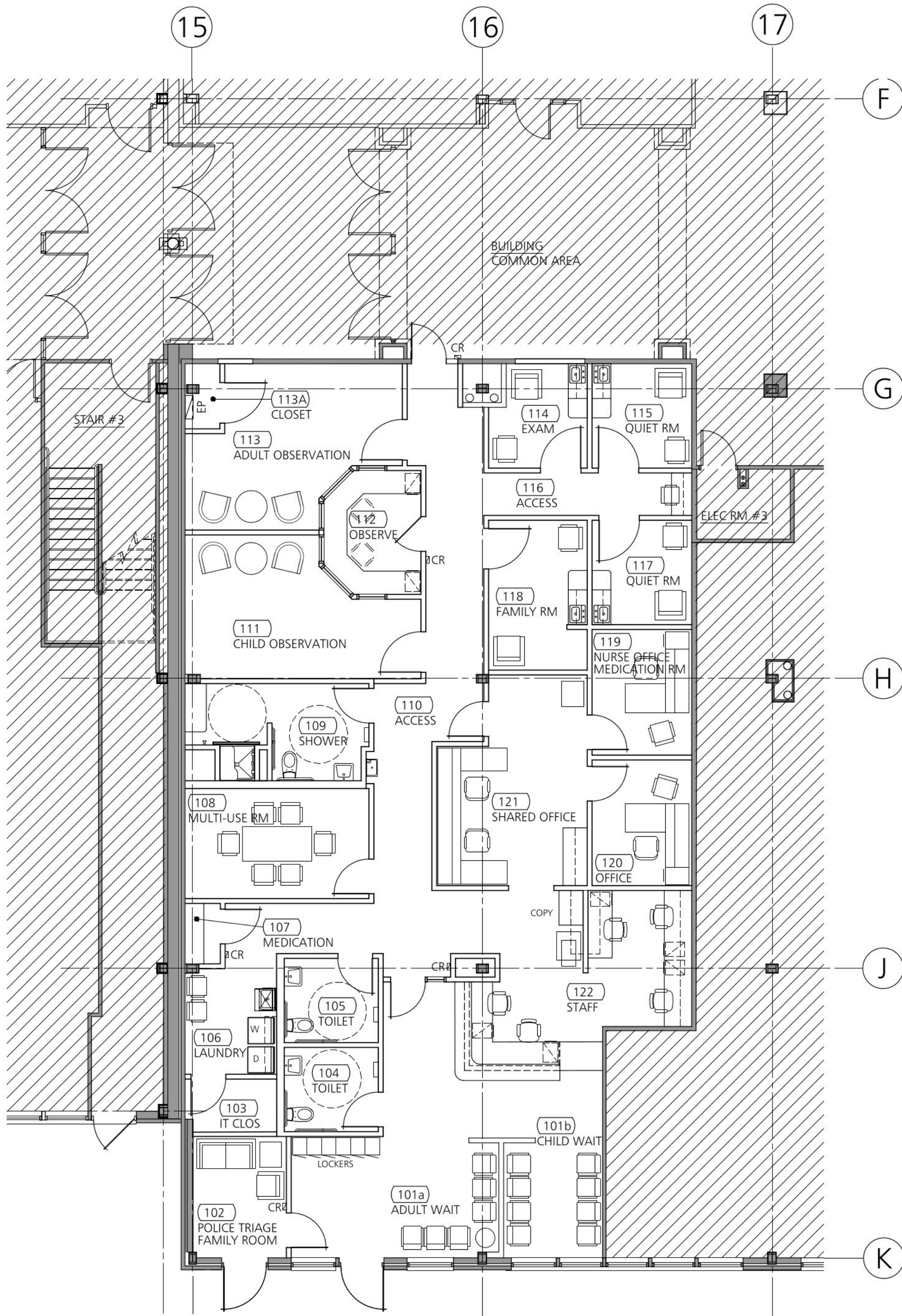
1. SECURITY VENDOR SHALL FURNISH AND INSTALL CARD READER ACCESS SYSTEM TO SECURE TENANT AREA FOR THIS PROJECT. SYSTEM TO BE COMPATIBLE WITH BUILDING SECURITY AND APPROVED BY TENANT AND BUILDING MANAGEMENT.

2. ALL EXIT DOORS WITH CARD READERS SHALL BE FAIL SAFE.

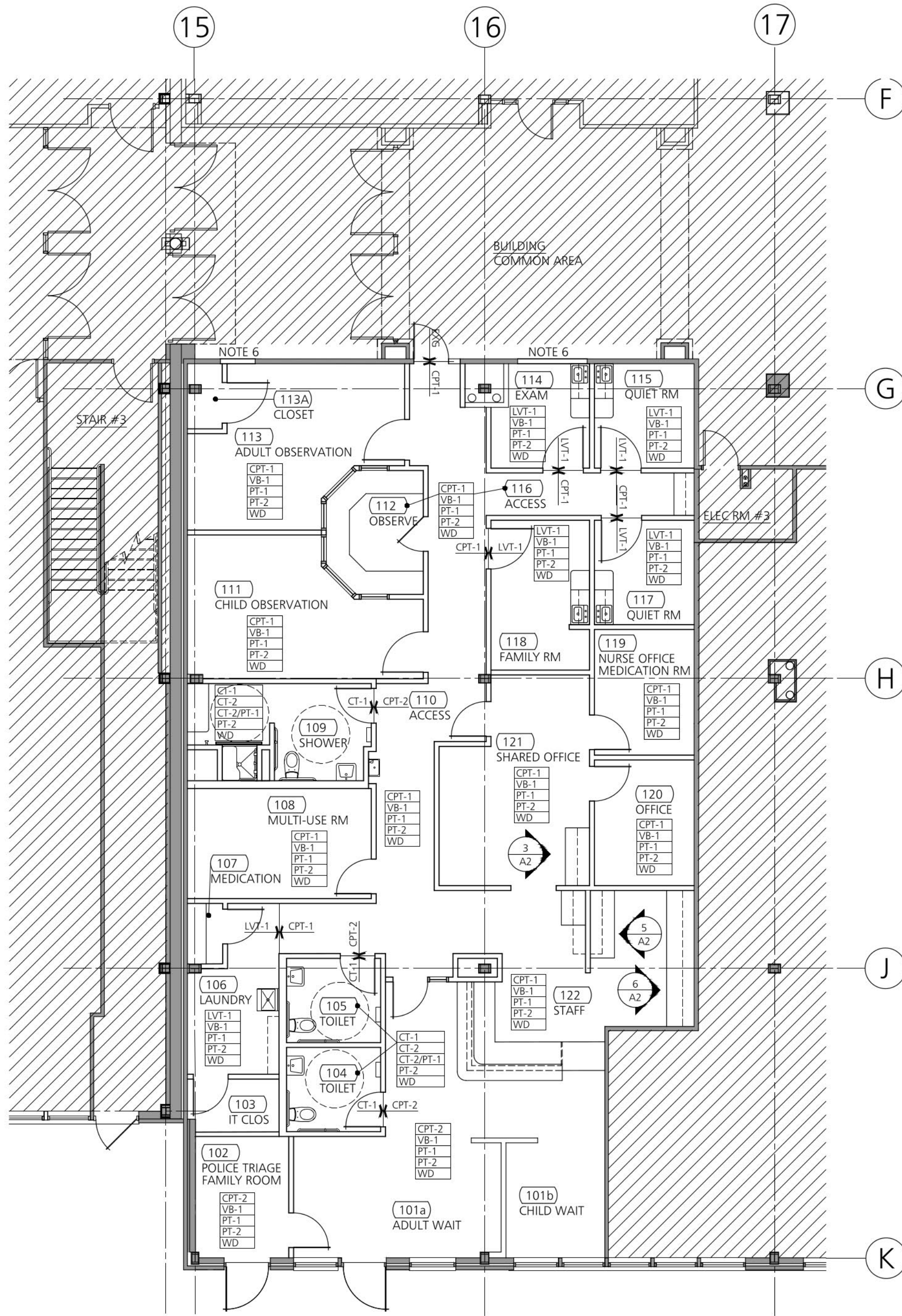
3. ELECTRIC STRIKES TO BE PROVIDED AND INSTALLED BY TENANT SECURITY VENDOR FOR COORDINATION WITH GC.

HOLLOW METAL FRAMES: MANUFACTURER: CURRIES C & MK SERIES DRYWALL FRAMES COLD ROLLED STEEL FRAME, 16 GAUGE, 2" FACE KNOCK DOWN (KD), 1 COAT BAKED ON PRIME PT RATINGS AS REQUIRED

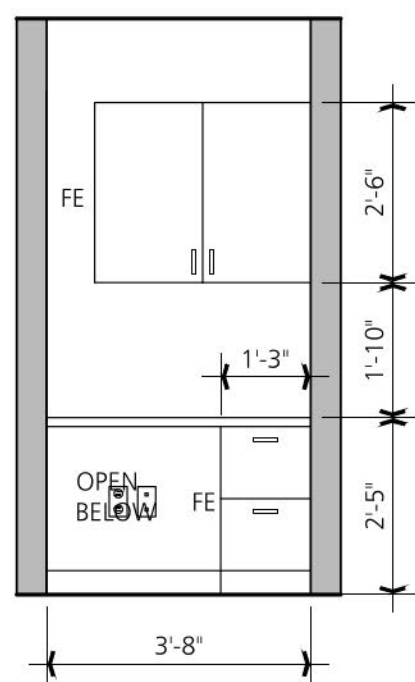
ALUMINUM STOREFRONT TO MATCH EXISTING KAWNEER 350 MEDIUM STILE BRONZE FINISH PROVIDE CLOSER



1 FURNITURE & OUTLET LOCATION PLAN
1/8" = 1'-0"

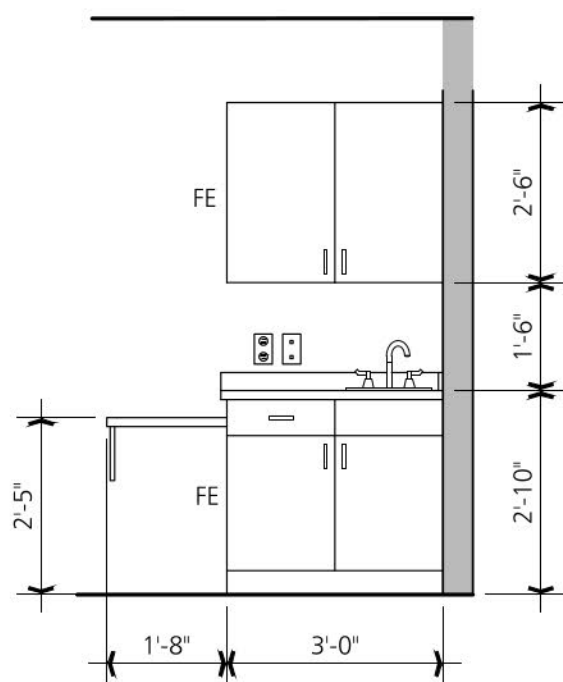


2 FINISH PLAN
1/8" = 1'-0"



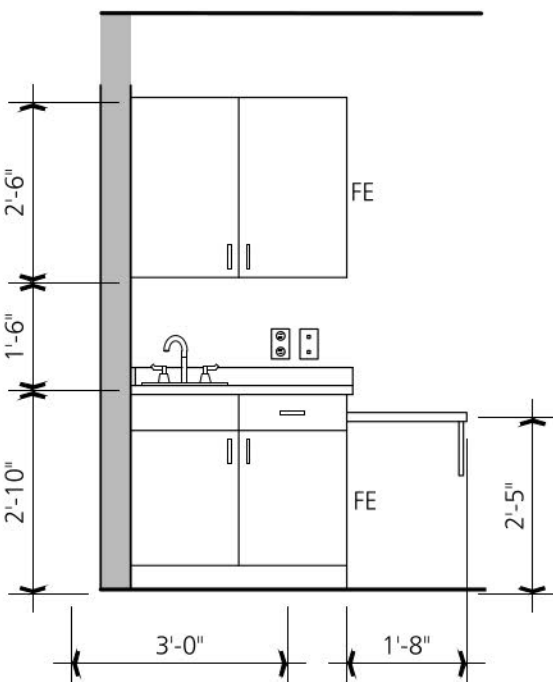
1 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING UPPER CABINETRY, BASE CABINET DRAWER UNIT, CUT BACK EXISTING COUNTERTOP TO OPENING

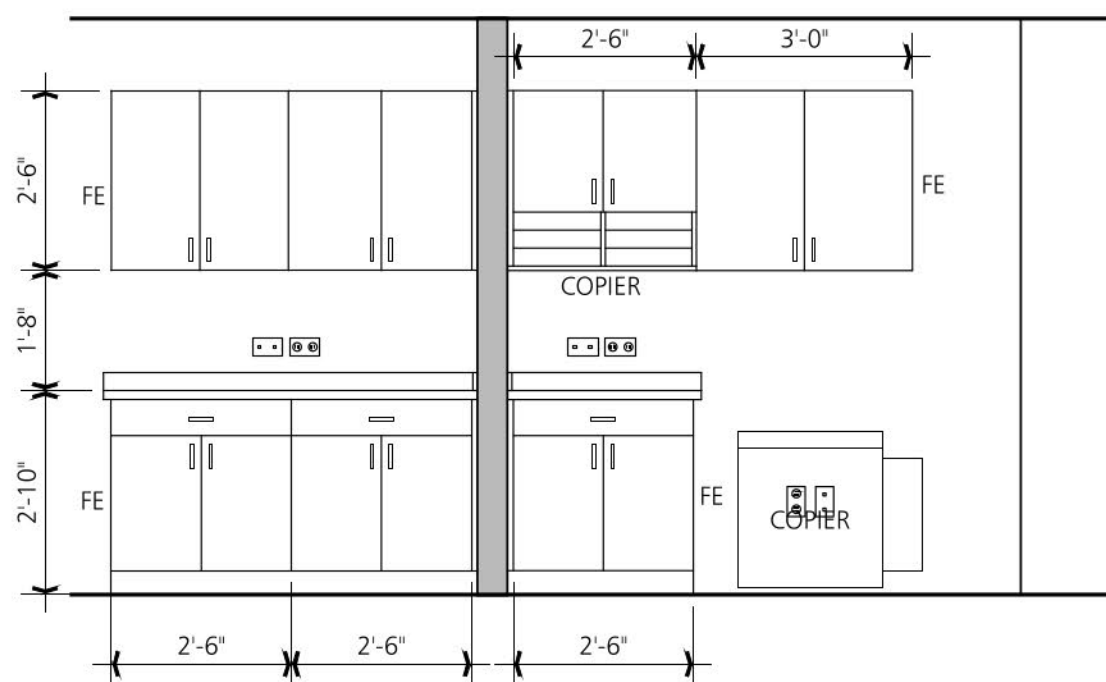


2 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING BASE AND UPPER CABINETRY, SOLID SURFACE COUNTERTOP AT CABINET, SIDE SURFACE COUNTER AND SUPPORT BRACKET, DROP-IN SINK AND FAUCET AT EXAM 114, QUIET 115, QUIET 117 FAMILY RM 118. SEE PLAN FOR HANDED CONFIGURATION

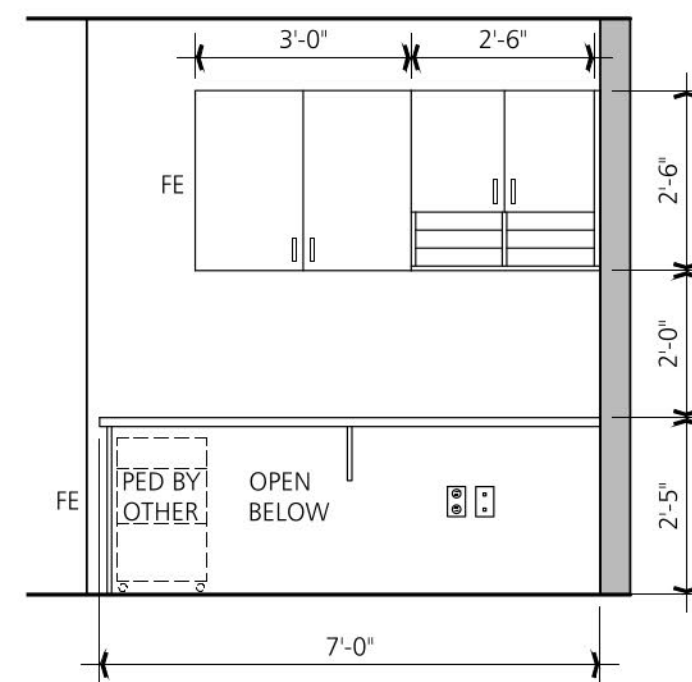


3 ELEVATION
3/8" = 1'-0"



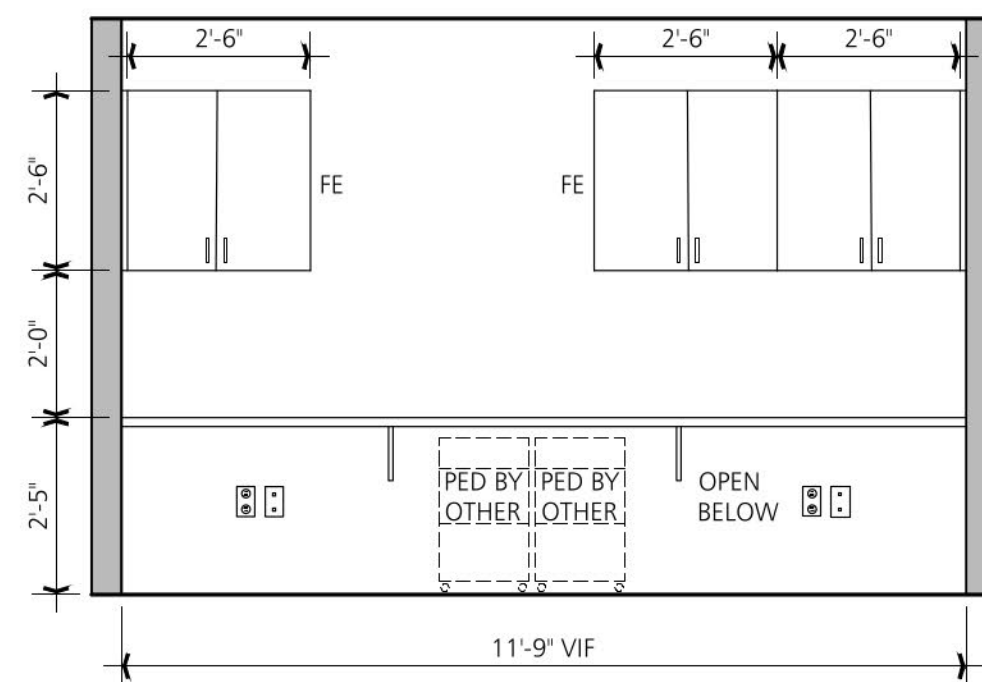
4 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING BASE AND UPPER CABINETRY, SOLID SURFACE COUNTERTOP AS CONFIGURED, PROVIDE FINISHED ENDS (FE) WITH LAMINATE TO MATCH AS REQUIRED



5 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING UPPER CABINETRY, CUT BACK EXISTING PLAM COUNTERTOP AS CONFIGURED, PROVIDE FINISHED ENDS (FE) WITH LAMINATE TO MATCH AS REQUIRED. PROVIDE GROMMET IN COUNTERTOP ABOVE OUTLETS.



6 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING UPPER CABINETRY, CUT BACK EXISTING PLAM COUNTERTOP AS CONFIGURED, PROVIDE FINISHED ENDS (FE) WITH LAMINATE TO MATCH AS REQUIRED. PROVIDE GROMMET IN COUNTERTOP ABOVE OUTLETS.

OUTLET LEGEND

CR = CARD READER
COORDINATE POWER TO DOOR
SEE DOOR DETAILS

SECURITY AND CARD READERS

- GC TO COORDINATE ALL LOCATIONS FOR CAMERAS, CARD READERS AND ASSOCIATED POWER REQUIREMENTS WITH OWNER, TENANT AND SECURITY VENDORS AS REQUIRED.

OUTLET NOTES:

- SEE MEP PLANS FOR OUTLET DETAILS, SPECIFICATIONS AND CIRCUITRY.
- GC TO COORDINATE OUTLET LOCATIONS WITH MILLWORK, EQUIPMENT AND FURNITURE.
- ALL NEW OUTLET COVERS AND RECEPTACLES TO BE WHITE.

FINISH LEGEND:

CARPET	(CPT)	MILLWORK FINISHES
CPT-1	MODULAR CARPET PLANK 18" X 36"	PLASTIC LAMINATE PL
USE:	GENERAL	
MANUFACTURER:	SHAW CONTRACT	PL-1
STYLE:	5T113 FINE POINT	USE: CABINETY FRONTS
COLOR:	13761 GOUACHE	MANUFACTURER: WILSONART
INSTALL METHOD:	ASHLAR	COLOR: PREMIUM WOODGRAIN (MATCH EXG)
CPT-2	MODULAR CARPET TILE 24" X 24"	PL-2
USE:	WALK-OFF AT TRIAGE / WAIT	USE: COUNTERTOP AT WORK AREA
MANUFACTURER:	PATCRAFT	MANUFACTURER: WILSONART
STYLE:	I0317 PRADO	COLOR: 4876-38 SHEER MESH
COLOR:	00595 OBSIDIAN	
INSTALL METHOD:	BRICK	SOLID SURFACE SS
LUXURY VINYL TILE	(LVT-1)	SS-1
USE:	GENERAL	USE: SOLID SURFACE
MANUFACTURER:	PATCRAFT	MANUFACTURER: WILSONART
STYLE:	1677V EARTHEN	COLOR: COUNTER IN RECEPTION
SIZE:	12" X 24" X 5MM	MANUFACTURER: WILSONART
COLOR:	TBD	COLOR: 9135MG CASHMERE MIRAGE
INSTALL METHOD:	MONOLITHIC	
VINYL BASE	(VB)	PORCELAIN TILE (CT)
USE:	GENERAL	CT-1
MANUFACTURER:	JOHNSONITE	USE: FLOOR TILE
PRODUCT:	1/8" X 4" VINYL COVE BASE	SIZE: 12" X 24"
COLOR:	TG6 MINK VVG	MANUFACTURER: CAESAR CERAMICHE
		STYLE: KEY MOOD
PAINT	(PT)	COLOR: SMOKE
MANUFACTURER:	BENJAMIN MOORE	GROUT: MAPEI #27 SILVER
PT-1	USE: GENERAL WALLS, GWB SOFFITS	CT-2
FINISH:	EGGSHELL	USE: MOSAIC FLOOR TILE
COLOR:	OC-28 COLLINGWOOD	SIZE: 2" X 2"
PT-2	USE: HM DOOR SIDELITE FRAMES	MANUFACTURER: CAESAR CERAMICHE
FINISH:	SEMI-GLOSS	STYLE: KEY MOOD
COLOR:	2112-40 STONE	COLOR: SMOKE
		GROUT: MAPEI #27 SILVER
		CT-3
		USE: WALL TILE
		SIZE: 8" X 24"
		MANUFACTURER: AMERICAN OLEAN
		STYLE: COLOR STORY
		COLOR: 0053 DEPENDABLE
		GROUT: MAPEI #27 SILVER

FINISH SYMBOLS:

CPT-1	FLOOR TYPE
VB-1	BASE TYPE
PT-1	WALL FINISH
PT-2	TRIM FINISH
WD	DOOR MATERIAL

CPT-1 CPT-2 INDICATES TRANSITION LOCATION OF DIFFERENT FLOORING MATERIALS

FINISH NOTES:

- REMOVE EXISTING CELLULAR SHADES AT EXTERIOR WINDOWS AND PROVIDE NEW ROLLER MESH SHADES:
MANUFACTURER: DRAPER
PRODUCT: FLEXSTYLE CASSETTE UPLIFT (CORDLESS)
SINGLE ROLLER, SURFACE MOUNT, SQ CASSETTE
FABRIC: ESCREEN 3%
- FLOORING CONTRACTOR TO COORDINATE ALL REQUIRED FLOORING TRANSITIONS AND PROVIDE APPROPRIATE MATERIAL DATA FOR REVIEW DURING SUBMITTALS BY ARCHITECT AND TENANT.
- FLOORING CONTRACTOR TO PREPARE SUBSTRATE AND INSTALL ALL MATERIALS ACCORDING TO MANUFACTURER'S RECOMMENDED SPECIFICATIONS AND METHODS.
- COORDINATE CARPET PATTERN DIRECTIONS WITH ARCHITECT PRIOR TO INSTALLATION.
- CARPET TILE AND LVT TO BE INSTALLED WITH FULL SPREAD RELEASABLE ADHESIVE. TACTILE TABS WILL NOT BE ACCEPTABLE.
- PATCH AND INFILL AT WALL LOCATIONS AND NEW ENTRY AT COMMON AREA LOBBY WALLS, PAINT WALLS, DOOR FRAME AND INFILL WALL BASE TO MATCH TO EXISTING.

FOR BUILDING PERMIT REVIEW

DRAWING TITLE:

FURNITURE PLAN
1ST FLOOR LEVEL - SUITE 125
FINISH PLAN

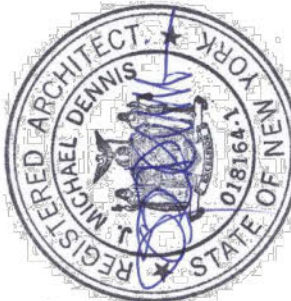
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ISSUED:
DEC 22, 2025
REVISION:

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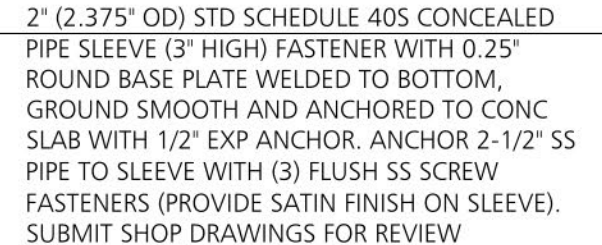
PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



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architecture interiors

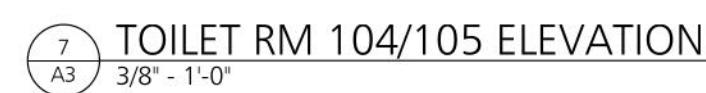
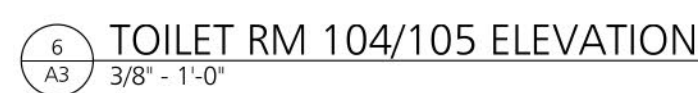
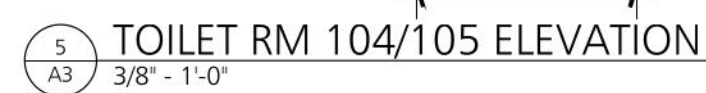
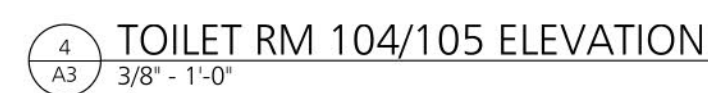
100 Troy, NY 12180



ACCESSORIES LEGEND			
ACCESSORIES			REMARKS
MARK	KEYWORD	MOUNTING HEIGHT	
(A)	ADA FAUCET		SEE PLUMBING DRAWINGS FOR DETAILS
(B)	WALL MOUNTED PORCELAIN LAVATORY	TOP LIP AT 34" AFF	SEE PLUMBING DRAWINGS FOR DETAILS
(C)	FLOOR MOUNTED ADA TANK TOILET		SEE PLUMBING DRAWINGS FOR DETAILS
(D)	SOAP DISPENSER	TOP OF DISPENSER 57" AFF	SURFACE MOUNTED AUTO FOAM SOAP DISPENSER DISPENSER TYPE / MODEL COORDINATE W/TENANT
(E)	TOILET TISSUE DISPENSER	BOTTOM @ 2'-0" AFF	BOBRICK RECESSED CLASSIC SERIES TOILET TISSUE DISPENSER MODEL: B-4388
(F)	GRAB BARS	CENTERLINE @ 2'-10" AFF	18" BOBRICK B-6806 x 18 (CONFIG AS SHOWN ON DRAWINGS) 36" BOBRICK B-6806 x 36 (CONFIG AS SHOWN ON DRAWINGS) 48" BOBRICK B-6806 x 48 (CONFIG AS SHOWN ON DRAWINGS)
(G)	COAT HOOK	TOP @ 48" AFF	BOBRICK: B-6827 HAT AND COAT HOOK LOCATE (1) HOOK ON BACK OF DOOR
(H)	WALL BUMPER	ALIGN WITH HANDLE AT WALL CONTACT	BOBRICK: B-687 DOOR BUMPER
(J)	WASTE RECEPTACLE	TOP @ 41" AFF	BOBRICK: B-43644 RECESSED WASTE RECEPTACLE
(K)	MIRROR	BOTTOM @ 38" AFF	BOBRICK CHANNEL FRAME MIRROR - 24"W X 36"H MODEL: B- POL
(L)	SHOWER GRAB BAR	CENTERLINE @ 2'-10" AFF	BOBRICK B-6861 TWO-WALL SHOWER GRAB BAR WITH 251-4 "WINGIT" GRAB BAR FASTENERS (3 PER UNIT)
(M)	TOWEL HOOKS	TOP @ 60" AFF ADA TOP @ 40" AFF	BOBRICK B-76727 DOUBLE ROBE HOOK W/ CONCEALED MOUNT (SATIN FINISH STAINLESSS STEEL)
(N)	SHOWER SEAT	TOP AT AFF	BOBRICK B-5181 REVERSIBLE FOLDING SHOWER SEAT
(P)	SOAP DISH	TOP @ 48" AFF	BOBRICK B-4380 RECESSED HD
(Q)	SHOWER HEAD AND CONTROLS	TOP @ 48" AFF	SEE ENGINEER PLUMBING DRAWINGS FOR DETAILS

NOTES

1. PROVIDE SOLID BLOCKING FROM 2'-7" A.F.F. TO 3'-1" A.F.F. AT ALL TYPICAL HORIZONTAL GRAB BARS OR AS REQUIRED FOR OTHER ACCESSORIES. COORDINATE LENGTH OF BLOCKING WITH THE LENGTH OF ACCESSORY REFERENCED. EXTEND BLOCKING A MINIMUM OF 6" BEYOND THE END OF THE ACCESSORY AT BOTH ENDS.
2. MOUNT ALL ACCESSORIES IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND ANSI 117 (MOST CURRENT VERSION).



METAL STUD DOOR JAMB DETAIL

2- 20 GA FULL HEIGHT STUDS AT JAMB - FASTEN GYPSUM BOARD TO EACH STUD WITH FASTENERS AT 12" O.C. VERTICALLY.

20 GA RUNNER TRACK HEADER. CUT FLANGES AS INDICATED AND FASTEN VERTICAL RUNNER TRACK TO JAMB STUD WITH 2 FASTENERS EACH JAMB. FOR OPENINGS GREATER THAN 6'-0" WIDE PROVIDE BOX BEAM CONSTRUCTION PER ARCHITECT'S INSTRUCTION.

FASTEN END OF RUNNER TRACK TO SLAB WITH 2 FASTENERS.

LOCATE HINGE SIDE OF DOOR JAMB FRAMING 6" FROM PERPENDICULAR WALL. TYPICAL UNO.

TYPICAL PARTITION PENETRATION DETAIL

MAXIMUM 6'-0"

METAL STUDS AT 16" O.C.

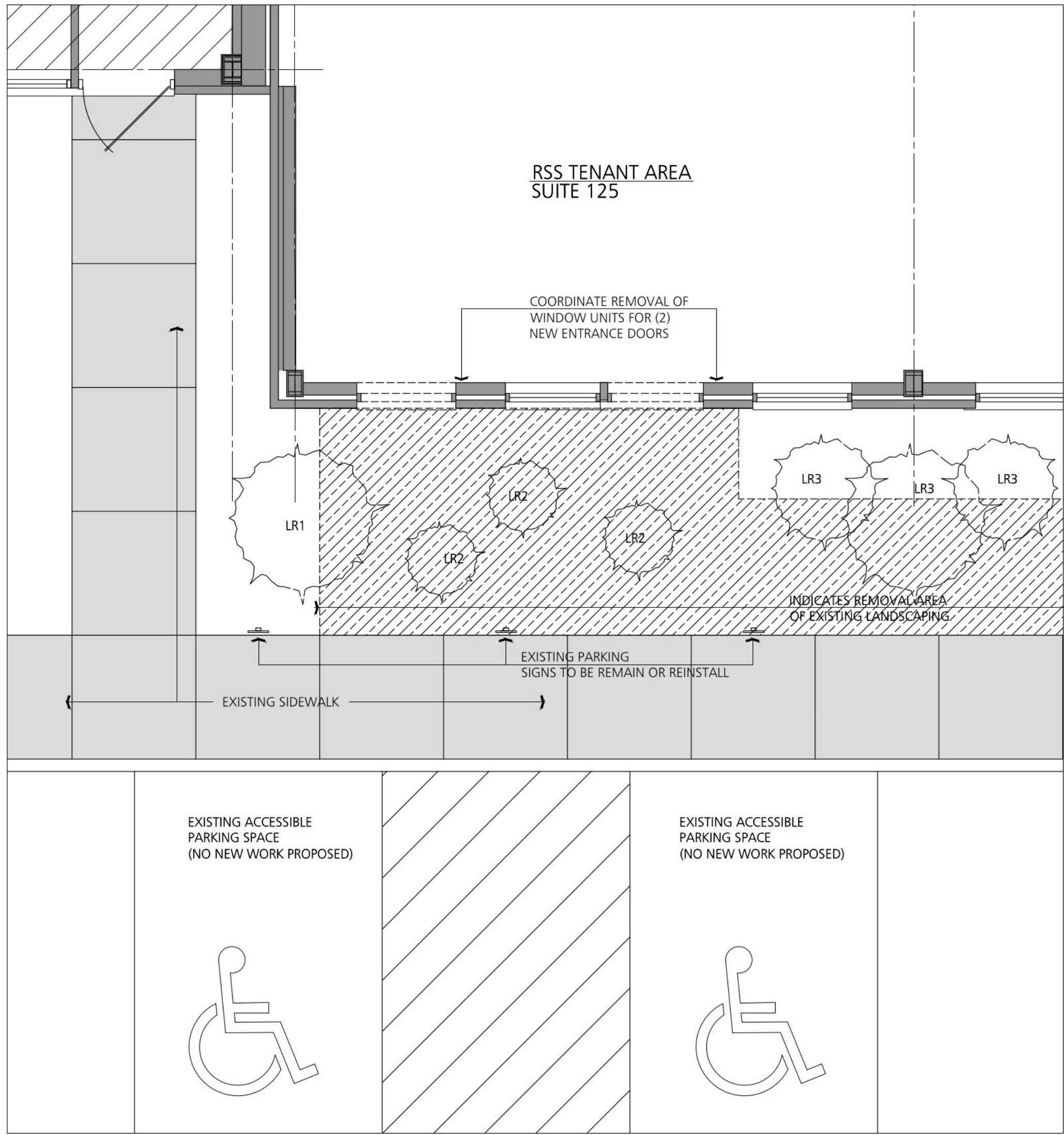
20 GA METAL RUNNER TRACK. CUT FLANGES TO BEND TRACK AS INDICATED. FASTEN TO WEB OF EACH STUD WITH 2 FASTENERS (TYPICAL AT HEAD AND SILL).

20 GA METAL RUNNER TRACK. CUT FLANGES AND BEND TRACK. FASTEN TO HEAD AND SILL TRACK WITH 2 FASTENERS EACH END.

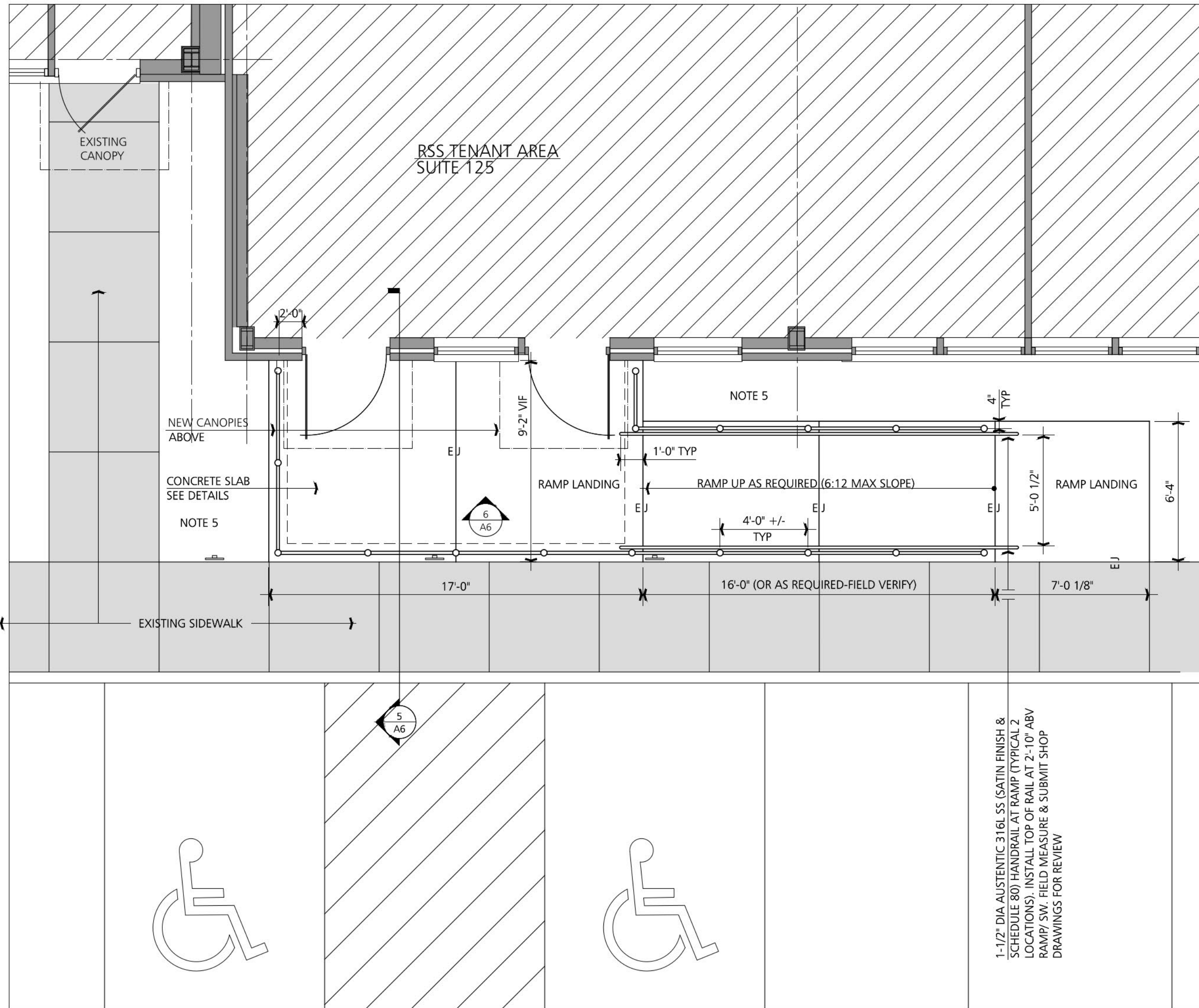
HVAC DUCTWORK PENETRATING WALL (NOTIFY ARCHITECT IF DUCTWORK IS WIDER THAN 48")

PROVIDE NON-COMBUSTIBLE MINERAL WOOL FIRE SAFING INSULATION AT FIRE RATED PARTITIONS.

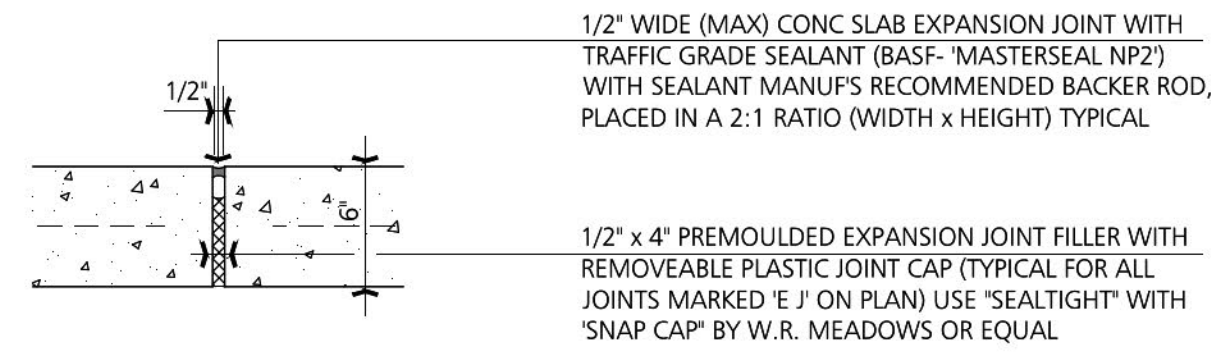




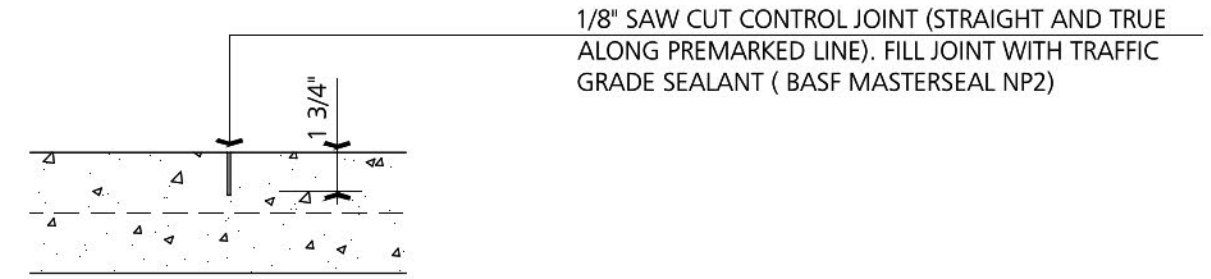
1 PARTIAL PLAN - ENTRY AREA REMOVALS
1/4" = 1'-0"



2 PARTIAL PLAN - ENTRY AREA
1/4" = 1'-0"

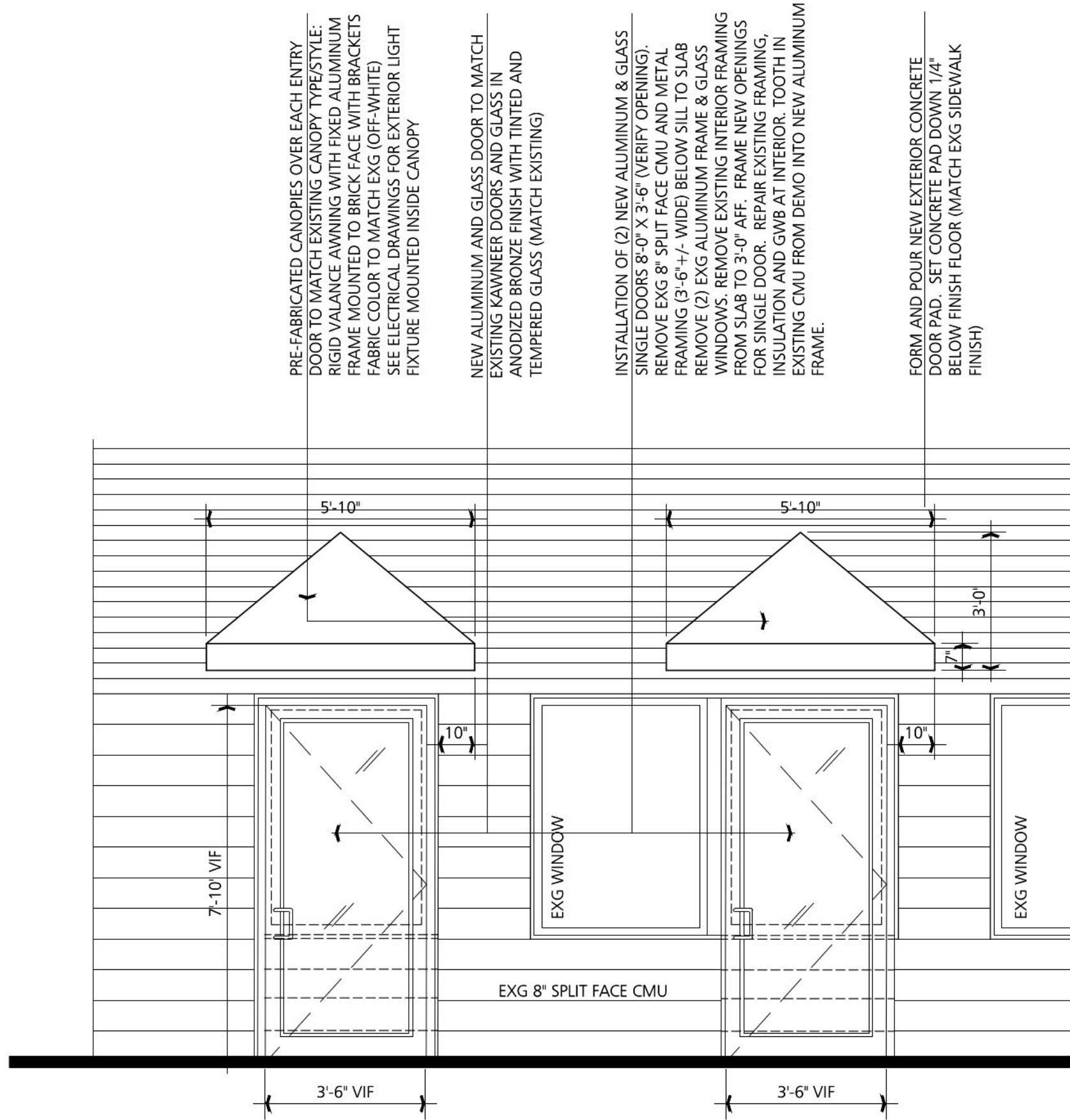


3 SIDEWALK EXP JOINT (EJ)
1-1/2" = 1'-0"

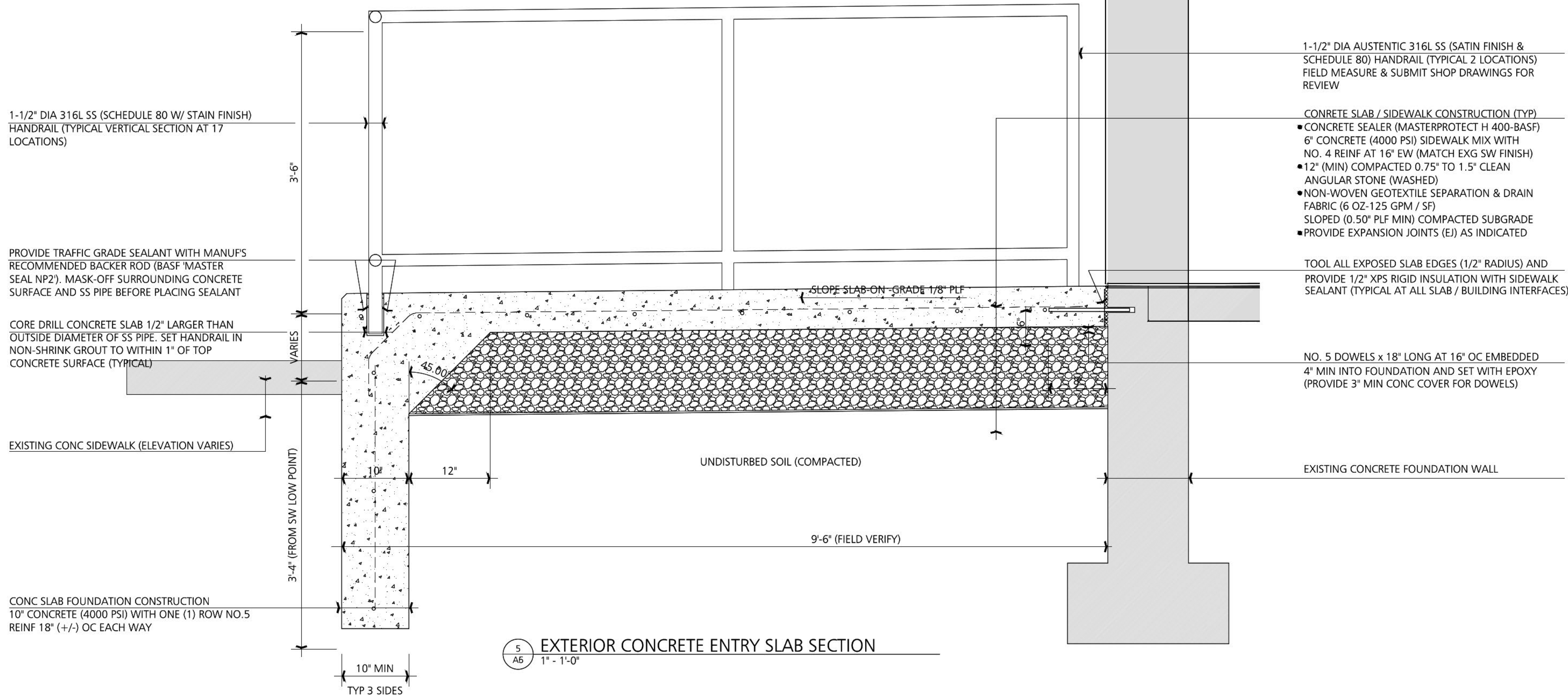


4 SIDEWALK CONTROL JT (SJ)
1-1/2" = 1'-0"

- SITE WORK NOTES:
- HATCHED AREA OF REMOVALS INDICATED ON PLAN TO BE CLEARED OF EXISTING SHRUBS, GRASS AND STONE AND PREPARED FOR NEW SIDEWALKS TO (2) ENTRANCE DOORS INTO TENANT SPACE.
 - "LR1" INDICATES REMOVAL OF (1) DECIDUOUS TREE.
 - "LR2" INDICATES REMOVAL OF (3) SHRUBS. "LR3" INDICATES REMOVAL OF EVERGREENS.
 - SEE PARTIAL ELEVATION FOR REMOVAL WORK AT EXISTING WINDOW FOR (2) NEW ENTRANCE DOORS.
 - INFILL DISTURBED AREAS AROUND NEW SIDEWALKS WITH WEED CONTROL FABRIC AND PROVIDE ADDITIONAL WASHED RIVERSTONE TO MATCH EXISTING LANDSCAPING MATERIAL.



6 PARTIAL EAST ELEVATION AT ENTRY
1/4" = 1'-0"



5 EXTERIOR CONCRETE ENTRY SLAB SECTION
1" = 1'-0"

FOR BUILDING PERMIT REVIEW

SHEET NUMBER: A-5

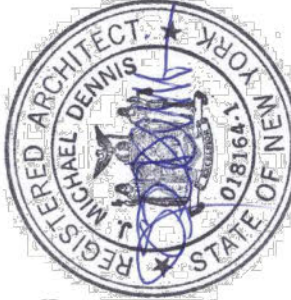
PRELIMINARY:

ISSUED: DEC 22, 2025
REVISION:

EXTERIOR DETAILS
1ST FLOOR LEVEL - SUITE 125

PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK

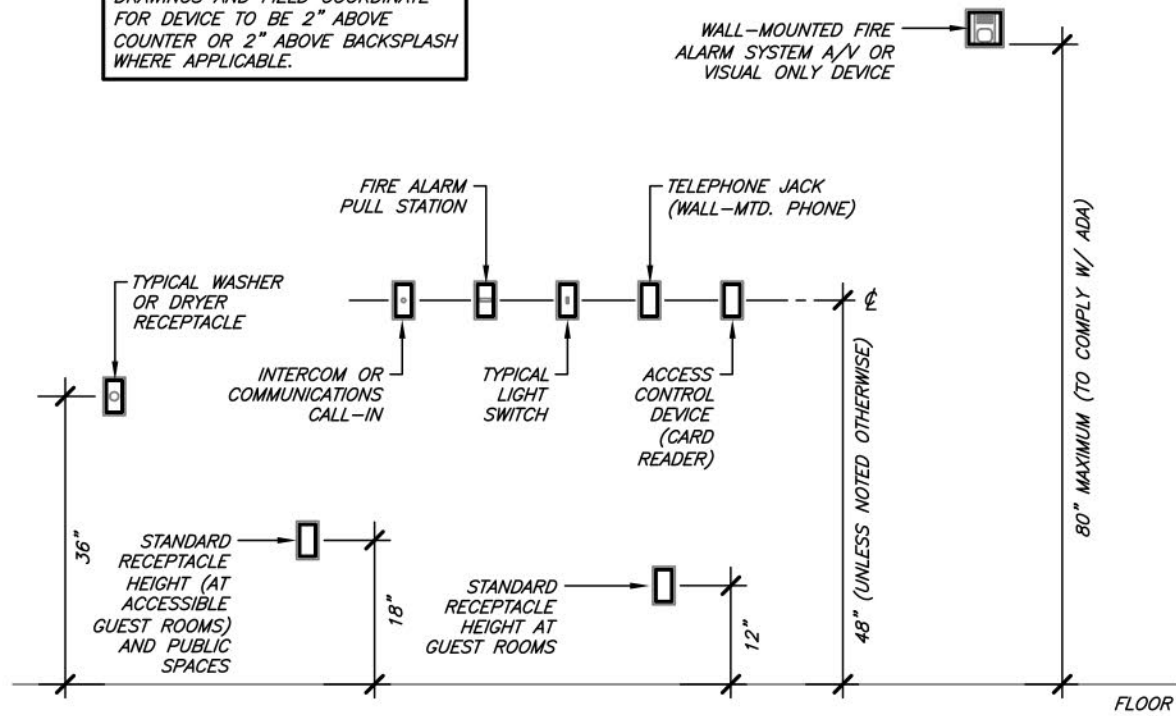


mDesign
architecture interiors

875 Spring Avenue Troy, NY 12180
P

SPECIAL NOTE:

FOR DEVICES SHOWN ABOVE, COUNTRY REFER TO ARCHITECTURAL DRAWINGS AND FIELD COORDINATE FOR DEVICE TO BE 2" ABOVE COUNTER OR 2" ABOVE BACKSPASH WHERE APPLICABLE.



4 TYPICAL OUTLET MOUNTING HEIGHTS
NO SCALE

LIGHTING AND POWER CIRCUITRY SPECIAL NOTE:

IN ROOMS/SPACES CONTAINING A SINGLE PANELBOARD-CIRCUIT NUMBER, ALL LIGHTING OR GENERAL PURPOSE RECEPTACLES IN SAID ROOM SHALL BE POWERED BY DESIGNATED CIRCUIT.

PANELBOARD LP1P SPECIAL NOTES:

- SCOPE OF WORK FOR PANELBOARD LP1P IS BASED ON ASSUMPTION THAT ALL EXISTING BRANCH CIRCUITS WILL BE REMOVED, WITH EXCEPTION OF THOSE SERVING THE EXISTING WATER HEATER AND ELECTRIC DUCT HEATER.
- CONTRACTOR SHALL HAVE THE OPTION TO REUSE EXISTING BRANCH CIRCUITRY ANY/ON TO REORGANIZE LOADS, AS APPLICABLE.

ELECTRICAL DEMOLITION SPECIAL NOTE:

REMOVE ALL LIGHTING FIXTURES, WIRING DEVICES, FIRE ALARM DEVICES, AND ASSOCIATED CIRCUITRY, CABLING, AND ROUGH-IN UNLESS OTHERWISE NOTED. FIELD VERIFY EXIST. REQUIREMENTS.

OCCUPANCY SENSOR SCHEDULE											
MARK	LOAD	EQUIPMENT	VOLTAGE	MANUF.	MODEL #	VOLTAGE	TIME	TIME DELAY	MOUNTING	INTERLOCK	NOTES
OS1	OFFICE/EXAM	120	HUBBELL	AD5000	120	USMT	30 MIN.	WALL BOX	-	-	2
OS2	OPEN AREA LIGHTING	120	HUBBELL	AD5000	120	USMT	30 MIN.	CEILING	-	-	1,3

OCCUPANCY SENSOR SCHEDULE											
MARK	LOAD	EQUIPMENT	VOLTAGE	MANUF.	MODEL #	VOLTAGE	TIME	TIME DELAY	MOUNTING	INTERLOCK	NOTES
OS1	OFFICE/EXAM	120	HUBBELL	AD5000	120	USMT	30 MIN.	WALL BOX	-	-	2
OS2	OPEN AREA LIGHTING	120	HUBBELL	AD5000	120	USMT	30 MIN.	CEILING	-	-	1,3

MARK	MANUFACTURER	MODEL #	FINISH	MOUNTING	TYPE	LAMPS	FIXTURE	VOLTAGE	APPROVED	NOTES
S2	WILLIAMS	755-2-LV/RS-DIV-LVW	WHITE	SURFACE	LED	WITH FUTURE	-	120	METALLIC, LITHONIA	-
T1	WILLIAMS	BP-24-LV/RS-DIV-LVW	WHITE	LAY-IN	LED	WITH FUTURE	-	120	METALLIC, LITHONIA	-
T16	WILLIAMS	BP-24-LV/RS-DIV-LVW	WHITE	LAY-IN	LED	WITH FUTURE	-	120	METALLIC, LITHONIA	3
WPS	WILLIAMS	EXTENDED-R-WIT-D	WHITE	SURFACE	LED	WITH FUTURE	-	120	LITHONIA	5,6
X1	WILLIAMS	EXTENDED-R-WIT-D	WHITE	SURFACE	LED	WITH FUTURE	-	120	LITHONIA	5,6

EXISTING PANELBOARD SCHEDULE											
VOLTAGE	120/208	POLES	42	48	60	60	60	60	60	60	60
PHASE	PHASE	PHASE	PHASE	PHASE	PHASE	PHASE	PHASE	PHASE	PHASE	PHASE	PHASE
WIRING	WIRING	WIRING	WIRING	WIRING	WIRING	WIRING	WIRING	WIRING	WIRING	WIRING	WIRING
1	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø	120/208V 3-Ø
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PANELBOARD LP1P SPECIAL NOTES:

- SCOPE OF WORK FOR PANELBOARD LP1P IS BASED ON ASSUMPTION THAT ALL EXISTING BRANCH CIRCUITS WILL BE REMOVED, WITH EXCEPTION OF THOSE SERVING THE EXISTING WATER HEATER AND ELECTRIC DUCT HEATER.
- CONTRACTOR SHALL HAVE THE OPTION TO REUSE EXISTING BRANCH CIRCUITRY ANY/ON TO REORGANIZE LOADS, AS APPLICABLE.

ELECTRICAL DEMOLITION SPECIAL NOTE:

REMOVE ALL LIGHTING FIXTURES, WIRING DEVICES, FIRE ALARM DEVICES, AND ASSOCIATED CIRCUITRY, CABLING, AND ROUGH-IN UNLESS OTHERWISE NOTED. FIELD VERIFY EXIST. REQUIREMENTS.

KEYNOTES:

- EXISTING PANELBOARD LP1P SHALL REMAIN.
- RELOCATE EXISTING FIRE ALARM DEVICE, MODIFY/EXTEND WIRING AS REQUIRED. FIELD VERIFY EXIST. LOCATION AND REQUIREMENTS.
- REMOVE/RELOCATE EXISTING LIGHTING FIXTURE TO BE USED IN NEW LOCATION PER NEW LIGHTING LAYOUT, MODIFY/EXTEND WIRING AND CIRCUITRY AS REQUIRED. FIELD VERIFY EXIST. LOCATION AND REQUIREMENTS.
- CIRCUIT THROUGH EXISTING EXTERIOR EMERGENCY-BACKUP LIGHTING CIRCUIT. FIELD VERIFY EXIST. LOCATION AND REQUIREMENTS.

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REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH ROAD
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



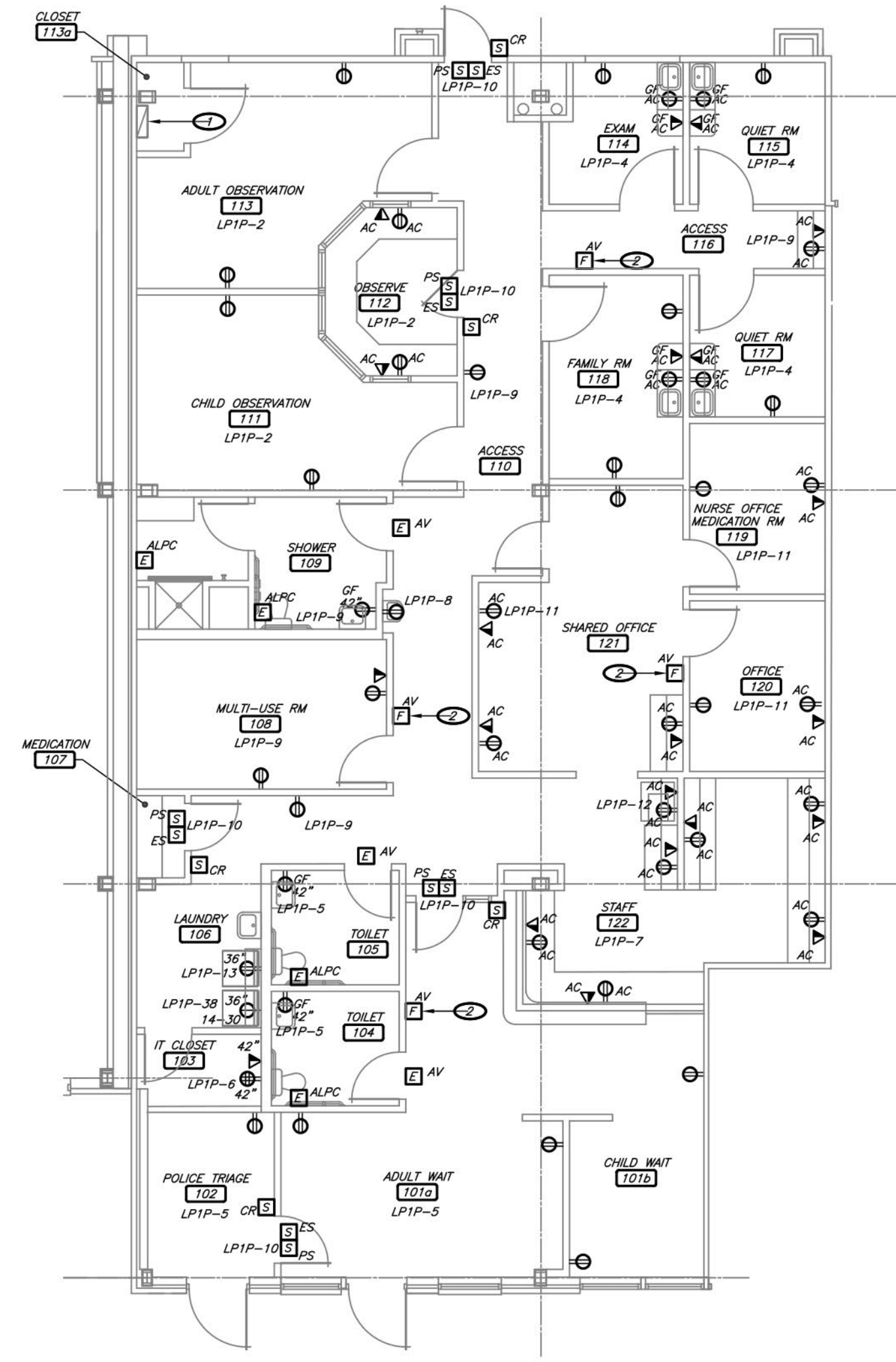
Ryan S. Jones, P.E.
New York PE No. 095558-1

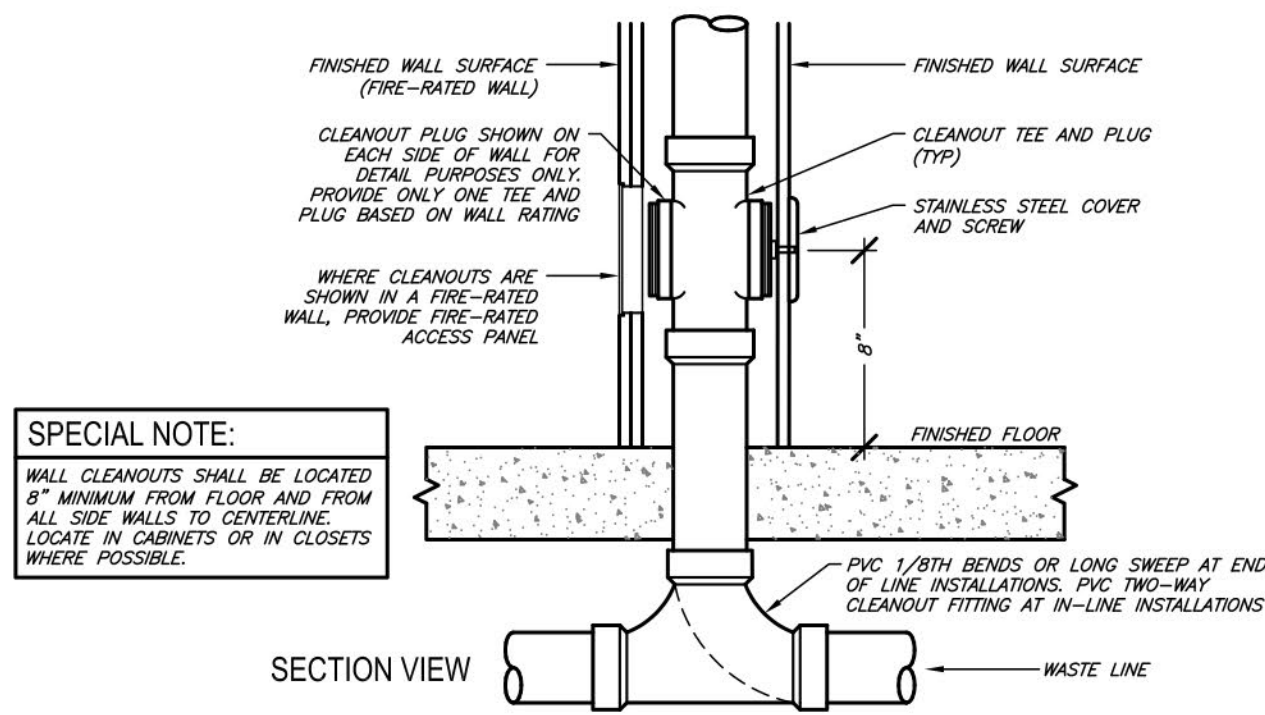
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REVISIONS:

DRAWN BY:	ZTP
DATE:	12.22.25
PROJECT #:	13032501
SHEET #:	

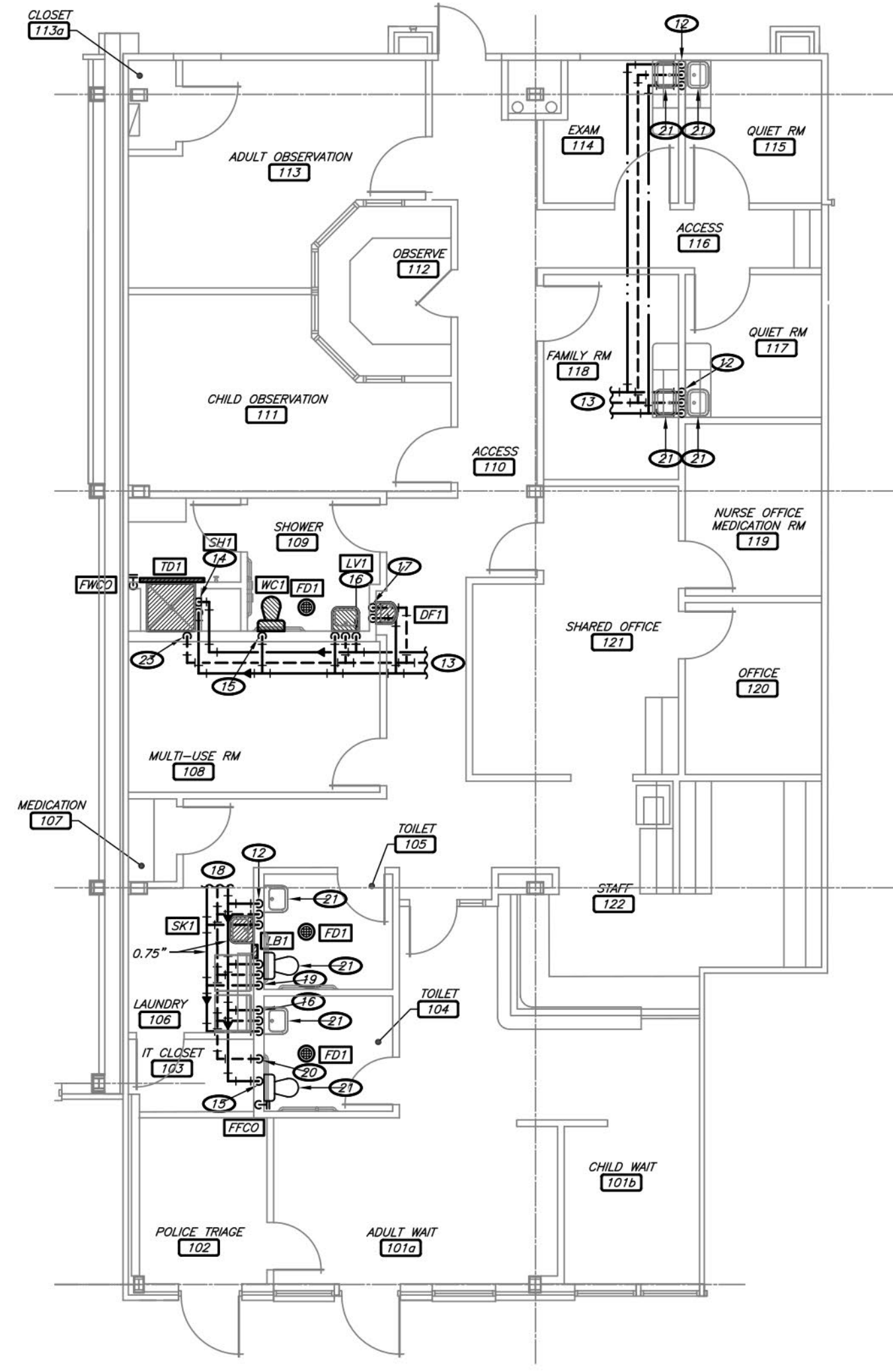
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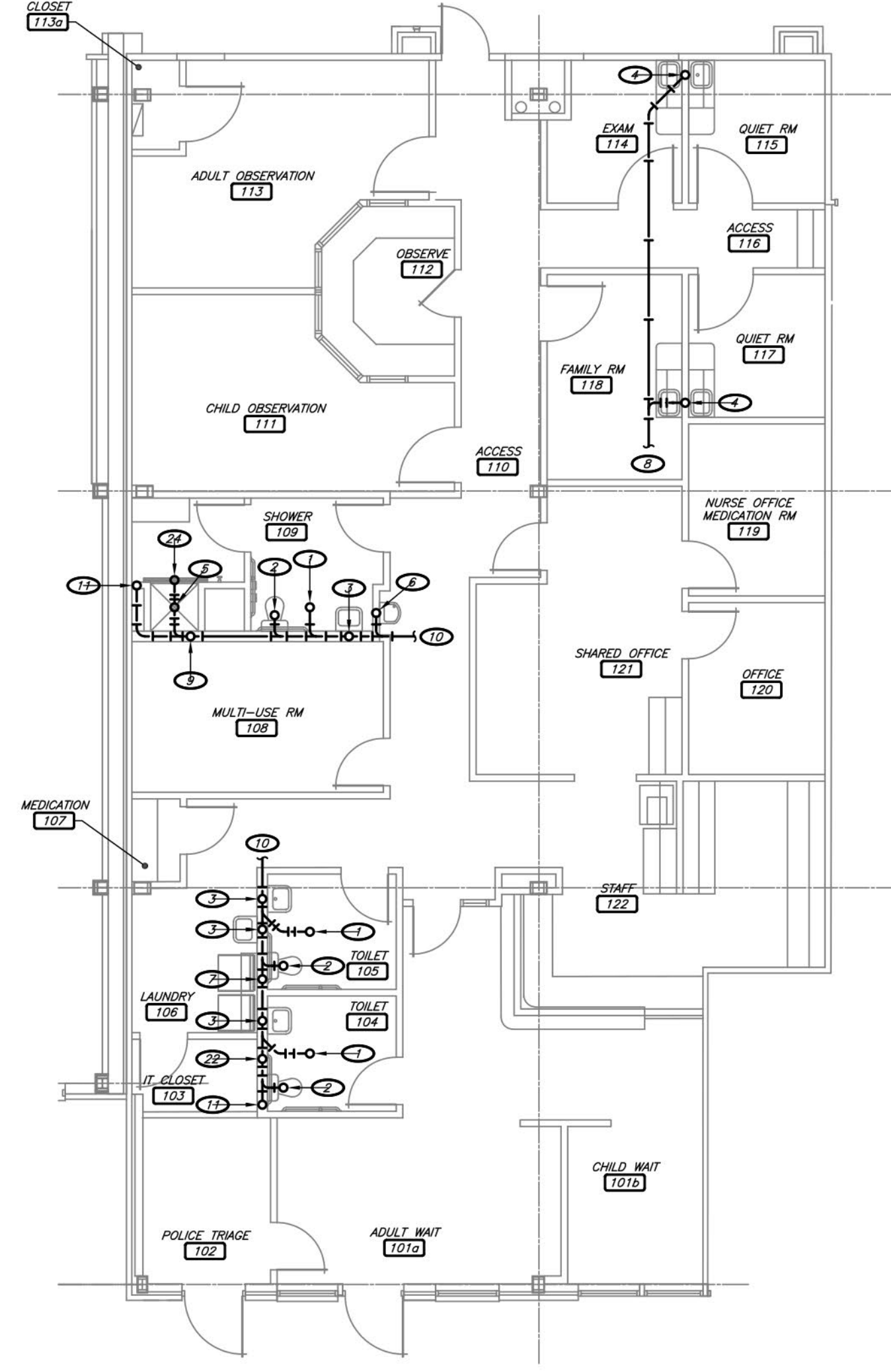


SPECIAL NOTE:
WALL CLEANOUTS SHALL BE LOCATED 8" MINIMUM FROM FLOOR AND FROM ALL SIDE WALLS TO CENTERLINE. LOCATE IN CABINETS OR IN CLOSETS WHERE POSSIBLE.

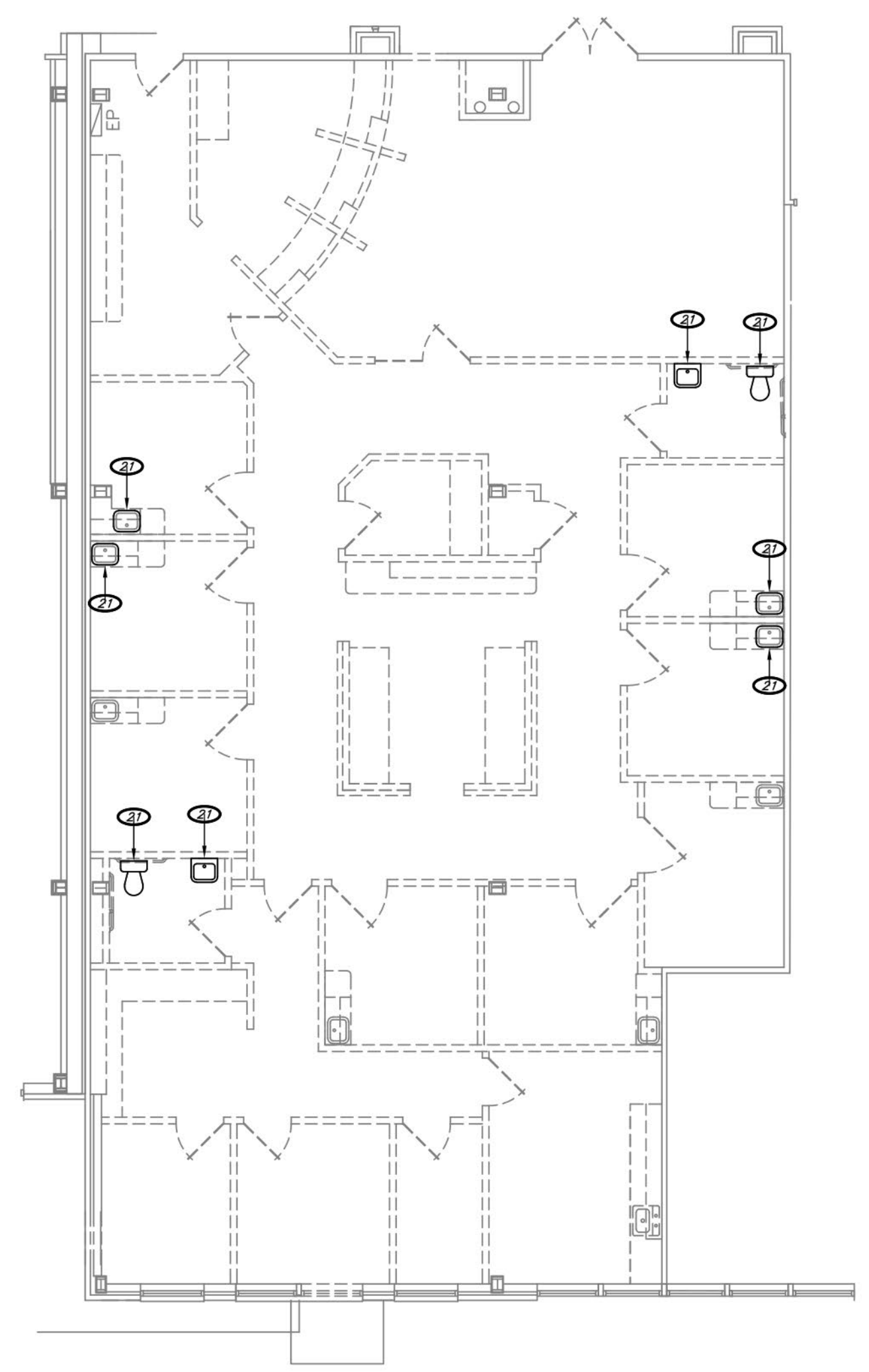
4 FINISH WALL CLEANOUT DETAIL
NO SCALE



3 PLUMBING PLAN
1/8" = 1'-0"
NORTH



2 UNDERSLAB PLUMBING PLAN
1/8" = 1'-0"
NORTH



1 PLUMBING DEMOLITION PLAN
1/8" = 1'-0"
NORTH

PIPING INSULATION SCHEDULE					
SERVICE	SIZE	TYPE	INSULATION THICKNESS	LOCATION	NOTES
DOMESTIC COLD WATER	0.5" - 2"	ELASTOMERIC	1"	INTERIOR	1.5
DOMESTIC HOT WATER	0.5" - 2"	ELASTOMERIC	1"	INTERIOR	1
NOTES: 1. FLEXIBLE ELASTOMERIC FOAMPLASTIC, PREFORMED, ASTM D534, TYPE I, "N" = 0.25 AT 75 DEG. F, PLUMBER RATED. ARMOFLEX, ARMOFLEX, AEROCEL, EDPM, K-FLEX, L-3, OR APPROVED EQUAL. 2. FLEXIBLE ELASTOMERIC FOAMPLASTIC, SHEET MATERIAL, ASTM D534, TYPE I, "N" = 0.25 AT 75 DEG. F, PLUMBER RATED. ARMOFLEX, ARMOFLEX, AEROCEL, EDPM, K-FLEX, L-3, SHEET OR APPROVED EQUAL. 3. FLEXIBLE ELASTOMERIC FOAMPLASTIC, SHEET MATERIAL, ASTM D534, TYPE I, "N" = 0.25 AT 75 DEG. F, PLUMBER RATED. ARMOFLEX, ARMOFLEX, AEROCEL, EDPM, K-FLEX, L-3, SHEET OR APPROVED EQUAL. 4. VERIFY WITH EQUIPMENT MANUFACTURER'S INSTALLATION MANUAL FOR ANY ADDITIONAL INSULATION REQUIREMENTS ABOVE AS INDICATED ON THIS SCHEDULE. 5. INSULATION SHALL COVER ALL JOINTS, FITTINGS, ETC. AND SHALL BE VAPOR TIGHT. PIPING LOCATED OUTDOORS SHALL BE PROVIDED WITH A SMOOTH ALUMINUM JACKET WITH SEAM ON TOPSIDE OF PIPE AT 2' OR 10' O'CLOCK POSITION OF HORIZONTAL RUNS. FITTINGS SHALL HAVE FORMED ALUMINUM COVERS.					

PLUMBING FIXTURE & EQUIPMENT SCHEDULE									
MARK	DESCRIPTION	MANUFACTURER	MODEL NUMBER	DESCRIPTION/ACCESSORIES	PIPING CONNECTION SIZES				NOTES
					COLD WATER	HOT WATER	WASTE	VENT	
DF1	DRINKING FOUNTAIN WITH BOTTLE FILLER	ELKAY	L250WSSK	ELKAY MFLP100 IN WALL CARRIER, 1.25" TRAP, SUPPLY AND STOP VALVE	0.5"	-	2"	1.5"	1.2.3
FD1	FLOOR DRAIN	ZURN	F00210	PROSET TRAPGUARD	-	-	2"	-	JAY R. SMITH, MADE, SIOUX CHIEF
FWC0	FINISH WALL CLEANOUT	ZURN	Z1440	STAINLESS STEEL COVER	-	-	SEE PLAN	-	JAY R. SMITH, MADE, SIOUX CHIEF
LB1	WASHER BOX	IPS	W4700	CENTER DRAIN OPENING, QUARTER TURN VALVES, STAINLESS BRASS SUPPLY HOSES	0.5"	0.5"	2"	1.5"	1
L11	LAUNDRY TUB	FRAT	PA11	A1 DECK TYPE FAUCET, GRID STRAINER, 1.25" TAILPIECE AND TRAP, SUPPLIES AND STOP VALVES, WHITE TUB, 30" X 48" X 24"	0.5"	0.5"	2"	1.5"	1.5.6.7
L1V1	ADA WALL MOUNT LAVATORY	ZURN	Z0310	MEN'S WALL FAUCET, GRID STRAINER, 1.25" TAILPIECE AND TRAP, SUPPLIES AND STOP VALVES, WHITE TUB, 30" X 48" X 24"	0.5"	0.5"	2"	1.5"	1.2.3.5.6.7.9
SH1	ADA SHOWER	TILED SHOWER PER ARCH PLANS		WHITEWALL 110X30 110X30 110X30 SHOWER DIVERTER VALVE AND HAND SHOWER KIT, CHROME GRAB	0.5"	0.5"	2"	1.5"	1.3.4.5.9
TD1	LINEAR SHOWER DRAIN	ZURN	Z380-48	-	-	-	SEE PLAN	SEE PLAN	JAY R. SMITH, MADE, JORDAN
WC1	ADA FLUSH TANK WATER CLOSET	ZURN	Z0555-K	ELONGATED HIGH EFFICIENCY TOILET WITH 1.28 GPF WITH OPEN FRONT SEAT	0.5"	-	4"	2"	5.9
NOTES: 1. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHT AND LOCATION. 2. PROVIDE TRUBRO HAND-LAY-GLASS INSULATION KIT. COLOR SHALL BE SELECTED BY THE ARCHITECT. 3. PROVIDE BRASS STAINLESS STEEL, SUPPLIES, CHROME STOP, 1" 1/4" CHROME PLATED BRASS WASTE, TAILPIECE, AND P-TRAP AND CHROME PLATED ESCUTCHEONS AT WALL PENETRATIONS. 4. REFER TO ARCHITECTURAL DRAWINGS FOR FLOOR DRAIN SET, GRAB BARS, SHOWER HEAD/CONTROLS LOCATIONS AND ALL OTHER ADA EQUIPMENT SPECIFICATIONS REQUIRED. 5. FINAL SELECTION OF FAUCET STYLE AND COLOR SHALL BE COORDINATED WITH OWNER PRIOR TO ORDERING. 6. ACCESSORIES SHALL BE SAME MANUFACTURER AS FUTURE EQUIPMENT (UNLESS NOTED OTHERWISE). 7. PROVIDE LAVATORY/SHOWER WITH FAUCET HOSE OPENING TO MATCH FAUCET. 8. COORDINATE SHOWER PAN HEIGHT WITH ARCHITECT. 9. INSTALL ACCESSORIES AS RECOMMENDED BY MANUFACTURER FOR ADA COMPLIANCE. 10. INSTALL FLUSH WITH FINISH FLOOR MATERIAL AS RECOMMENDED BY EQUIPMENT MANUFACTURER.									

PIPING MATERIAL SCHEDULE													
SYSTEM	PIPING				FITTINGS				MAXIMUM WORKING		FIELD TEST		
	SIZE	TYPE	SCHEDULE	GRADE	ASTM	MATERIAL	TYPE	PRESSURE (PSI)	TEMP (DEG F)	TEMP (DEG F)	PRESSURE (PSI)	TIME (HOURS)	NOTES
DOMESTIC WATER ABOVE GRADE	ALL	K	-	-	800	COPPER	COPPER	CP	150	40-180	150	1	-
SANITARY WASTE & VENT ABOVE GRADE	ALL	NH	SS	-	A74	CI	CI	DRN	10/FT	50-180	10/FT	1	-
SANITARY WASTE BELOW GRADE	ALL	DNV	40	-	2005	PVC	PVC	DRN	10/FT	50-180	10/FT	1	-
ABBREVIATIONS: BR - BRASS BS - BRASS CI - CAST IRON CS - CARBON STEEL CP - COLD PRESS. WEDGE PROGRESS CW - CONTINUOUS WELD DI - DUCTILE IRON DNV - DRAINAGE WASTE AND VENT MS - MALLEABLE IRON MU - MECHANICAL JOINT NH - NO-HUB, MESSON, HEAVY DUTY SI - 303 TRIANGLE JOINT JOINT SS - STANDARD STRENGTH / SERVICE WEIGHT ST - STAINLESS STEEL SW - SOLVENT WELD													

PLUMBING DEMOLITION SPECIAL NOTE:
REMOVE ALL PLUMBING FIXTURES UNLESS OTHERWISE NOTED. CUT AND CAP ALL ASSOCIATED PIPING. FIELD VERIFY EXACT REQUIREMENTS.

- KEYNOTES:**
- 2" TRAPPED WASTE UP TO FLOOR DRAIN.
 - 4" WASTE UP TO WATER CLOSET.
 - 2" WASTE UP TO LAVATORY/SINK.
 - 2" WASTE UP TO BACK-TO-BACK SINKS.
 - 2" WASTE UP TO SHOWER.
 - 2" WASTE UP TO DRINKING FOUNTAIN.
 - 2" WASTE UP TO LAUNDRY BOX.
 - CONNECT 2" WASTE PIPING TO EXISTING 2" (OR LARGER) WASTE PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
 - 1.5" VENT UP.
 - CONNECT 4" WASTE PIPING TO EXISTING 4" (OR LARGER) WASTE PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
 - 4" WASTE UP TO FINISH WALL CLEANOUT.
 - 0.75" HOT AND COLD WATER AND 1.5" VENT DOWN. EXTEND 0.5" HOT AND COLD WATER TO EACH OF (2) LAVATORIES/SINKS.
 - CONNECT 0.75" HOT AND COLD WATER PIPING TO EXISTING 1" (OR LARGER) HOT AND COLD WATER PIPING AND 1.5" VENT PIPING TO 1.5" (OR LARGER) VENT PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
 - 0.5" HOT AND COLD WATER DOWN TO SHOWER.
 - 0.5" COLD WATER DOWN TO WATER CLOSET.
 - 0.5" HOT AND COLD WATER AND 1.5" VENT DOWN TO LAVATORY.
 - 0.5" COLD WATER AND 1.5" VENT DOWN TO DRINKING FOUNTAIN.
 - CONNECT 0.75" HOT AND 1" COLD WATER PIPING TO EXISTING 1" (OR LARGER) HOT AND COLD WATER PIPING IN THIS AREA. CONNECT 1.5" VENT PIPING TO 1.5" (OR LARGER) VENT PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
 - 0.5" HOT AND 0.75" COLD WATER AND 1.5" VENT DOWN. EXTEND 0.5" HOT AND COLD WATER TO LAUNDRY BOX AND 0.5" COLD WATER TO WATER CLOSET.
 - 2" VENT DOWN.
 - RELOCATE EXISTING PLUMBING FIXTURE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
 - 2" VENT UP.
 - 1.5" VENT DOWN.
 - 2" TRAPPED WASTE UP TO TRENCH DRAIN.

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REVISIONS:

DRAWN BY: ZTP
DATE: 12.22.25
PROJECT #: 13032501
SHEET #:

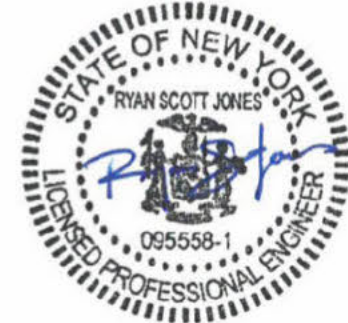
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PROJECT #: 13032501
SHEET #:

M2

KEYNOTES:

- 1 REMOVE EXISTING AIR DEVICE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 2 EXISTING 8x8 EXHAUST DUCT UP.
- 3 EXISTING 22x14 SUPPLY AND RETURN DUCT UP.
- 4 RELOCATE EXISTING THERMOSTAT. MODIFY/EXTEND WIRING AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 5 REMOVE/RELOCATE EXISTING AIR DEVICE TO BE USED IN NEW LOCATION PER NEW HVAC LAYOUT. MODIFY/EXTEND DUCTWORK AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 6 SHIFT EXISTING AIR DEVICE MINIMALLY AS REQUIRED TO ALIGN WITH NEW CEILING GRID IN SIMILAR LOCATION. MODIFY/EXTEND DUCTWORK AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 7 CONNECT NEW BRANCH DUCT TO EXISTING DUCT. FIELD VERIFY EXACT SIZE AND LOCATION OF EXISTING DUCT.
- 8 EXISTING MOTORIZED DAMPER SHALL REMAIN.
- 9 EXISTING ELECTRIC DUCT HEATER SHALL REMAIN.
- 10 RETURN DUCT OPEN TO PLENUM.

DUCT INSULATION SCHEDULE					
SYSTEM	SERVICE	CONFIGURATION	INSULATION THICKNESS	LOCATION	NOTES
SUPPLY DUCT (GENERAL)	SUPPLY MAIN/BRANCHES	RECTANGULAR/ROUND	1" LINER (FIRST 10 FEET FROM OUTLET) THEN 1.5" WRAP	ALL INDOOR SPACES	1,2
RETURN DUCT (GENERAL)	RETURN MAIN/BRANCHES	RECTANGULAR/ROUND	1" LINER (FIRST 10 FEET FROM OUTLET) THEN 1.5" WRAP	ALL INDOOR SPACES	1,2
EXHAUST DUCT (GENERAL)	EXHAUST MAIN/BRANCHES	RECTANGULAR/ROUND	NONE	ALL INDOOR SPACES	

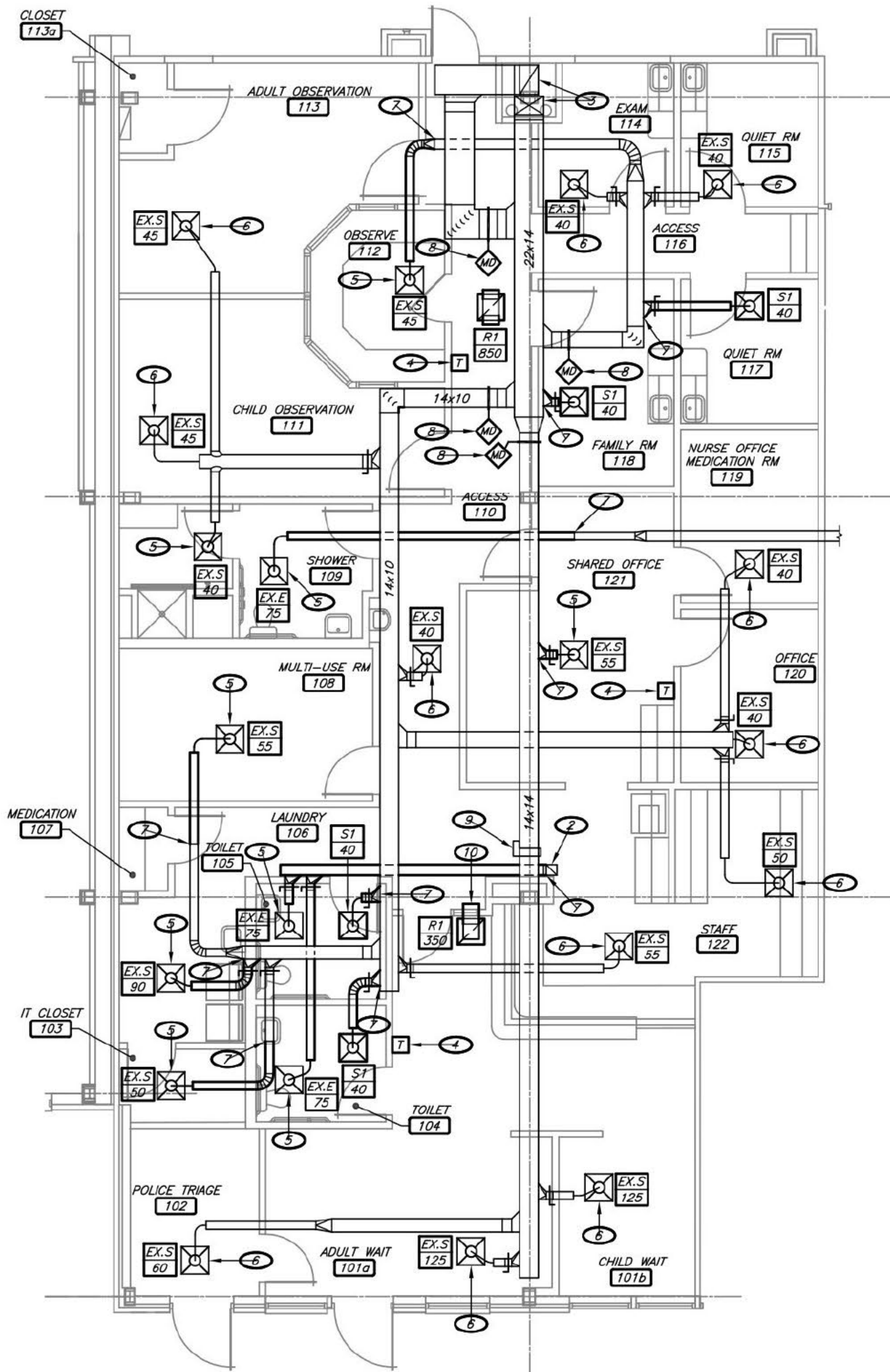
NOTES:
1. EXTERNAL FIBERGLASS INSULATION WRAP (FIB) IS PER SCRAM KIT TYPING.
2. INTERNAL RECTANGULAR DUCT LINER IS LAB. WITH OUTSIDE THICKNESS. RESISTANT COATING (FOUNT 10" LUMINOUSITE RCT) TO THICKNESS 10" NIP MINIMUM (OR APPROVED EQUAL).
GENERAL NOTES:
1. ALL METAL DUCTWORK SPECIFIED TO RECEIVE INTERIOR THERMAL AND ACOUSTICAL LINER IS SIZED ON PLANS TO EXCEED THE PROPER THICKNESS OF INSULATION. ADJUSTMENT AND WIDTH OF DUCTWORK TO ACCOMMODATE THICKNESS OF INSULATION AS INDICATED IN THE SUBSEQUENT ABOVE.
2. APPROVED INSULATION MANUFACTURERS: KNAUF, OWENS-CORNING, JOHNS-MANVILLE, CERTAINTELD, ARMOCELL AP. MINIMUM 4" GIRTH. NOT TO EXCEED 2500 PLANS/INCH DEVELOPMENT TESTING.

AIR DEVICE SCHEDULE									
MARK	MANUFACTURER	MODEL	DUCT CONNECTION SIZE	SERVICE	MODULE SIZE	FRAME	FINISH	DAMPER	MAX. NO.
E1	KRUEGER	SSB	8" 8-1/8 CFM	EXHAUST	24x24	LAY IN SURFACE	WHITE	-	30
S1	KRUEGER	FLD	8" 8-1/8 CFM	SUPPLY	24x24	LAY IN SURFACE	WHITE	-	30

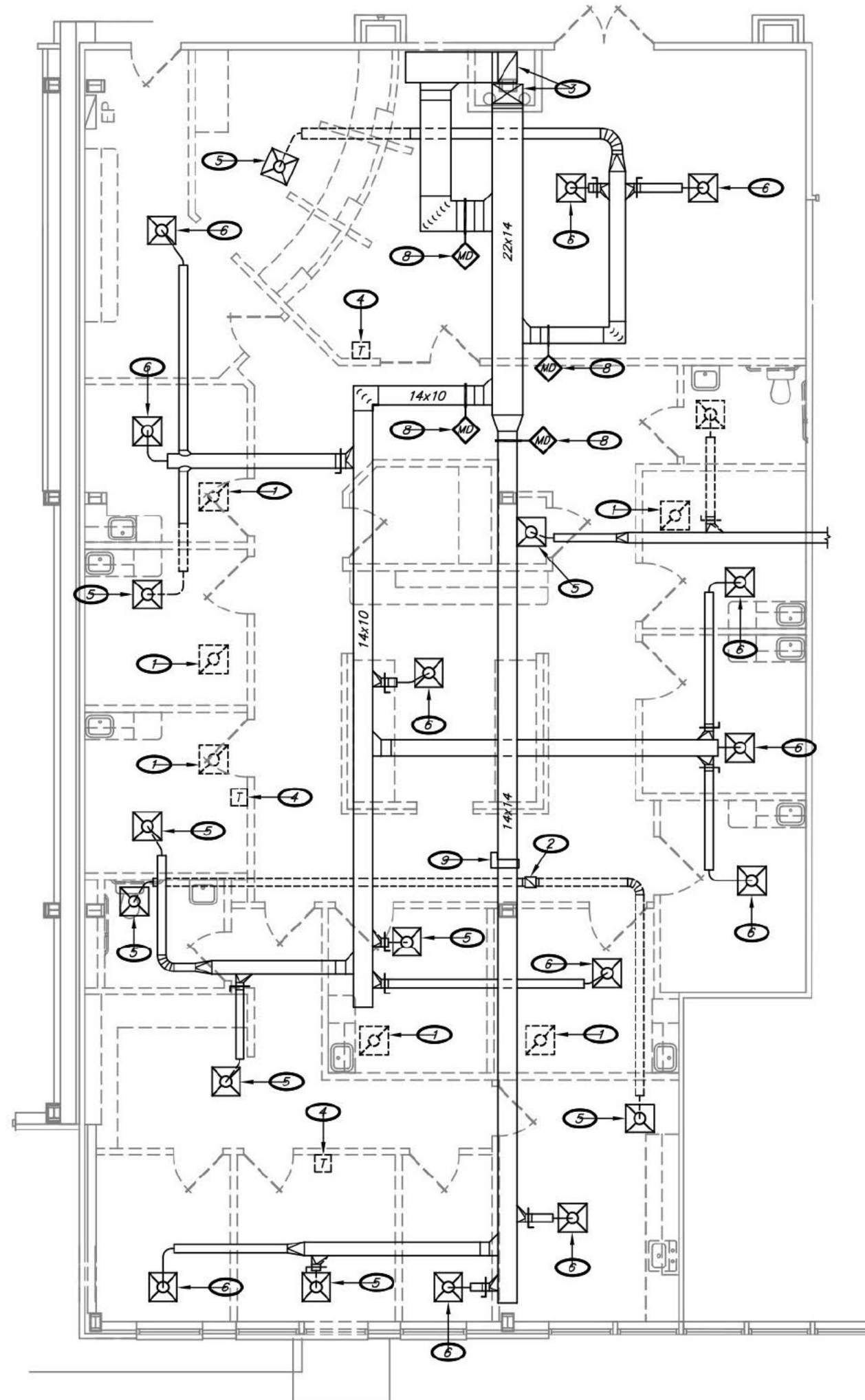
NOTES:
1. GRILLE/DIFFUSER NECK SHALL BE SAME SIZE AS BRANCH DUCTWORK UNLESS NOTED OTHERWISE ON PLAN.
2. DIFFUSER DISCHARGE AIR PATTERN SHALL BE 4-WAY UNLESS NOTED BY DIRECTOR ON PLAN.

HVAC SPECIAL NOTES:

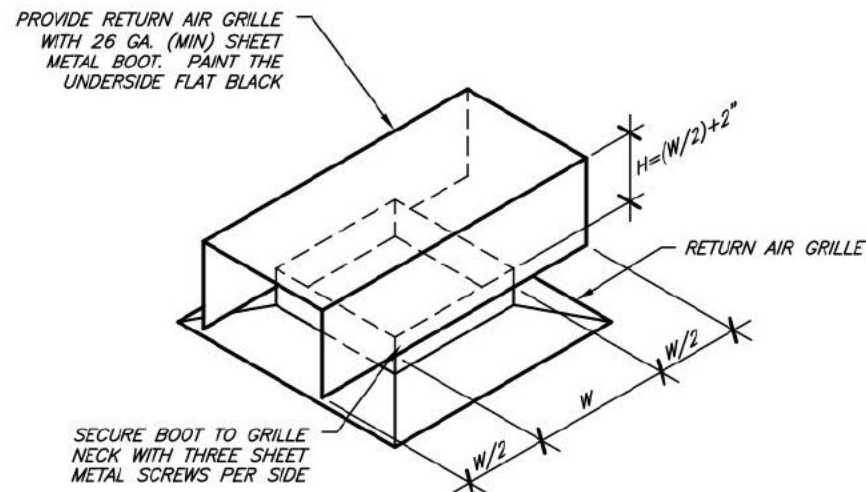
1. EXISTING DUCTWORK LOCATIONS AND SIZES ARE APPROXIMATIONS BASED ON FIELD OBSERVATION. FIELD VERIFY EXACT LOCATIONS AND SIZES AS REQUIRED TO CONNECT NEW DUCTWORK, BALANCE AIRFLOWS, ETC.
2. PROVIDE COMPLETE TESTING AND BALANCING OF ALL AFFECTED AIRSIDE SYSTEMS.
3. PROVIDE GPS MODEL QPS-MOD AT EXISTING 3-TON ROOFTOP UNIT SERVING THIS SPACE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS. COORDINATE FOR INSTALLATION OF POWER FOR GPS DEVICE.
4. BALANCE TOTAL SUPPLY AIRFLOW TO 1,200 CFM AND TOTAL VENTILATION AIRFLOW TO 215 CFM.



2 HVAC PLAN
1/8" = 1'-0"
NORTH

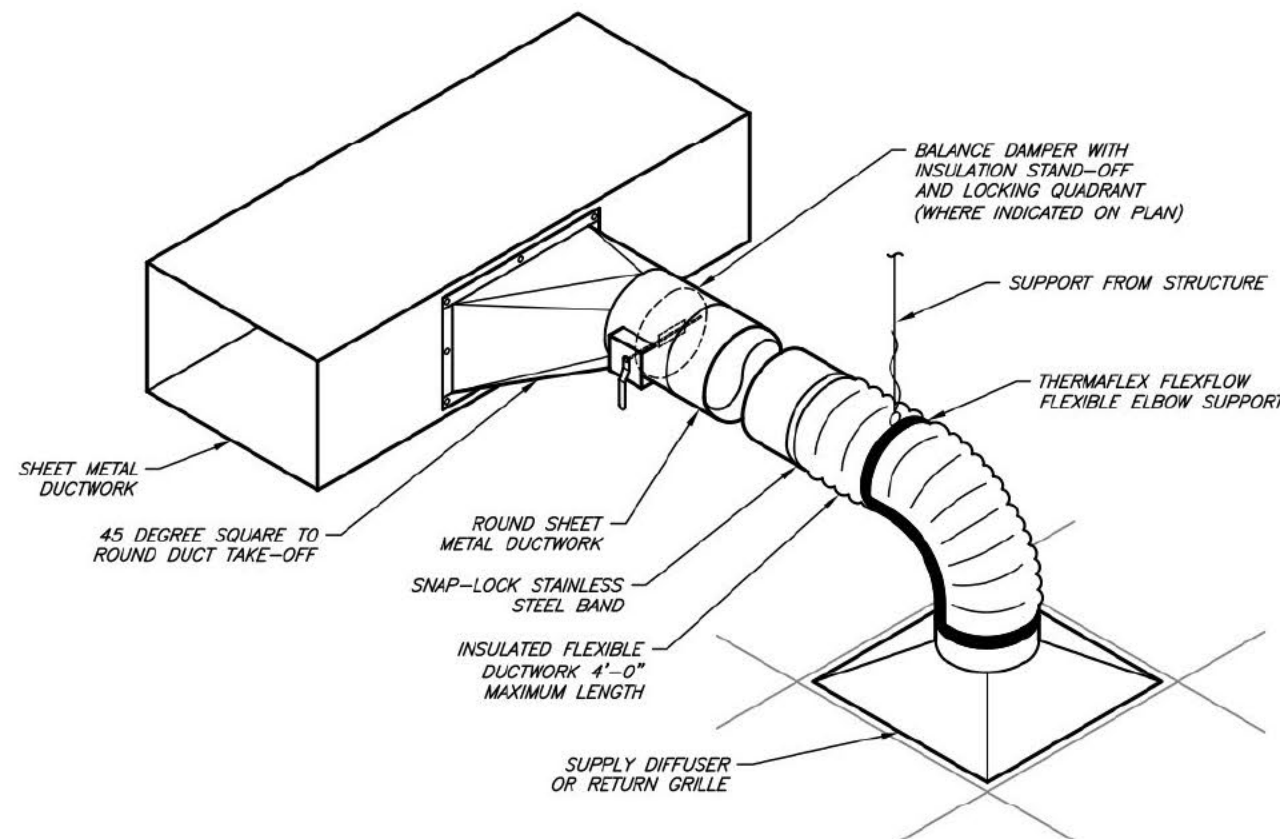


1 HVAC DEMOLITION PLAN
1/8" = 1'-0"
NORTH



NOTE: WHERE RETURN AIR GRILLE NECK IS RECTANGULAR, W SHALL BE THE LARGER OF THE TWO NECK DIMENSIONS.

4 RETURN GRILLE DETAIL
NO SCALE



3 DIFFUSER DETAIL
NO SCALE

ELECTRICAL SYMBOLS:

	EXIT LIGHT; WALL / CEILING MOUNTED
	EMERGENCY LIGHT
	EXIT/EMERGENCY LIGHT
	LED LIGHT FIXTURE
	RECESSED LED DOWNLIGHT FIXTURE
	EMERGENCY LED LIGHT FIXTURE
	TRACK LIGHT
	WALL-MOUNT LIGHT FIXTURE
	WALL-MOUNT LIGHT FIXTURE WITH BACK-UP POWER SOURCE
	INDICATES UNSWITCHED "NIGHT LIGHT" FIXTURE
	20AMP, SINGLE POLE, 120/277V SWITCH
	20AMP, THREE-WAY, 120/277V SWITCH
	20AMP, FOUR-WAY, 120/277V SWITCH
	20AMP, DOUBLE POLE, 120/277V SWITCH
	DIMMER SWITCH
	120V ELECTRONIC TIMER SWITCH
	WALL BOX OCCUPANCY SENSOR SWITCH
	OCCUPANCY SENSOR FOR LIGHTING CONTROL; WALL / CEILING MOUNTED
	POWER PACK FOR LIGHTING CONTROL; CEILING MOUNTED
	SIMPLEX RECEPTACLE, 2P, 3P, 20A, 125V
	SIMPLEX RECEPTACLE; NEMA CONFIGURATION AS INDICATED
	DUPLEX RECEPTACLE, 2P, 3P, 20A, 125V
	DUPLEX RECEPTACLE; MOUNTED @ 42" ABOVE FINISHED FLOOR
	DUPLEX RECEPTACLE; INSTALLED FLUSH WITH CEILING
	DUPLEX RECEPTACLE; MOUNTED 6" ABOVE COUNTERTOP BACKSPASH
	DUPLEX RECEPTACLE W/ GROUND FAULT INTERRUPTER
	DUPLEX RECEPTACLE; SWITCHED
	DUPLEX RECEPTACLE; TAMPER RESISTANT
	DUPLEX RECEPTACLE; WEATHERPROOF
	DOUBLE DUPLEX RECEPTACLE WITH COMMON FACEPLATE
	RECEPTACLE MOUNTED IN FLUSH FLOOR BOX. REFER TO SPECIFICATIONS
	RECEPTACLE MOUNTED IN ITS TYPE BOX ON RIGID CONDUIT
	JUNCTION BOX; WALL / CEILING MOUNTED
	LIGHTING & POWER PANELBOARD
	ELECTRICAL EQUIPMENT. SEE SCHEDULE FOR TAGGED EQUIPMENT
	DISCONNECT SWITCH
	CONDUIT CONCEALED IN CEILING OR WALL
	CONDUIT CONCEALED IN FLOOR SLAB
	CONDUIT ROUTED EXPOSED AT STRUCTURE
	#12 CONDUCTORS. TICK MARKS INDICATE QUANTITY
	HOME RUN WITH PANEL AND CIRCUIT DESIGNATION
	PARTIAL HOME RUN WITH PANEL AND CIRCUIT DESIGNATION
	GROUND WIRE
	FEEDER PER SCHEDULE
	* TELEPHONE OUTLET
	* TELECOMMUNICATIONS OUTLET
	* CABLE TELEVISION OR MANY OUTLET
	* PROVIDE 4" SQUARE JUNCTION BOX WITH SINGLE-GANG PLASTER RING AND 1" DEDICATED CONDUIT TO ACCESSIBLE CEILING SPACE. PORTS, FACEPLATES, AND CABLING SHALL BE PROVIDED BY OWNER SELECTED VENDOR.

FIRE ALARM SYMBOLS:

	CEILING MOUNTED AUDIO/VISUAL FIRE ALARM ANNUNCIATING DEVICE
	WALL/CEILING MOUNTED CARBON MONOXIDE DETECTOR MONITORED BY FIRE ALARM SYSTEM
	CEILING MOUNTED HEAT DETECTOR
	CEILING MOUNTED SMOKE DETECTOR
	CEILING MOUNTED COMBINATION SMOKE/HEAT DETECTOR
	DUCT MOUNTED SMOKE DETECTOR WITH SAMPLING TUBE. INSTALL AT RETURN DUCT UNLESS OTHERWISE NOTED
	FIRE ALARM SYSTEM CONTROL PANEL
	WALL MOUNTED AUDIO/VISUAL FIRE ALARM ANNUNCIATING DEVICE
	EXTERIOR AUDIO/VISUAL FIRE ALARM ANNUNCIATING DEVICE
	FIRE ALARM DOOR HOLDER
	REMOTE ANNUNCIATOR PANEL
	FIRE ALARM BELL
	FLOW SWITCH
	FIRE ALARM SYSTEM INDIVIDUAL ADDRESSABLE MODULE
	MANUAL PULL STATION
	DUCT SMOKE DETECTOR REMOTE TEST SWITCH
	TAMPER SWITCH
	WALL MOUNTED VISUAL FIRE ALARM ANNUNCIATING DEVICE

SECURITY SYMBOLS:

	CARD READER/ACCESS CONTROL DEVICE; COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER
	ACCESS CONTROL SYSTEM POWER SUPPLY; COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER
	ACCESS CONTROL MAGNETIC LOCK; COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER
	ACCESS CONTROL PUSH-BUTTON. PROVIDE ROUGH-IN ONLY FOR DEVICES AND CABLING BY OTHERS
	WALL MOUNTED SECURITY CAMERA
	CEILING MOUNTED SECURITY CAMERA
	ACCESS CONTROL ELECTRIC STRIKE; COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER

ACCESSIBLE RESTROOM EMERGENCY MONITORING SYMBOLS:

	EMERGENCY MONITORING ANTI-LIGATURE PULL CORD STATION
	EMERGENCY MONITORING AUDIO/VISUAL NOTIFICATION DEVICE

ACCESSIBLE RESTROOM EMERGENCY MONITORING SYSTEM GENERAL NOTES:

1. PROVIDE COMPLETE EMERGENCY MONITORING SYSTEM FOR ACCESSIBLE RESTROOMS, COMPLETE WITH ANTI-LIGATURE EMERGENCY PULL CORD STATIONS, WIRE/CABLING, AND CENTRAL MONITORING STATION.
2. REFER TO PLANS FOR DEVICE PROPOSED LOCATIONS. INSTALL AT PRECISE LOCATIONS AS RECOMMENDED BY MANUFACTURER.
3. SUBMIT SYSTEMS DOCUMENTATION FOR APPROVAL.

ELECTRICAL GENERAL NOTES:

- GENERAL
1. GENERAL ELECTRICAL NOTES APPLY TO ALL ELECTRICAL SHEETS.
 2. C/D LLC, BEING THE AUTHOR OF THESE CONSTRUCTION DOCUMENTS RESERVES THE RIGHT OF FINAL INTERPRETATION AS TO THEIR INTENT AND MEANING. ANY ADDITIONAL WORK OR COSTS RESULTING FROM THE CONTRACTORS OWN INTERPRETATION AS TO THE INTENT OR MEANING WITHOUT CONSULTATION WITH C/D LLC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO COST TO OWNER OR A/E.
 3. THE INTENT OF THE WORK INDICATED ON THESE CONSTRUCTION DOCUMENTS IS TO PROVIDE A FULLY FUNCTIONING SYSTEM IN COMPLETE WORKING ORDER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTORS SUPPLIERS TO INCLUDE ALL ACCESSORIES, COMPONENTS, PARTS, ETC. THAT MAY BE INDICATED ON THESE CONSTRUCTION DOCUMENTS TO PROVIDE SYSTEMS AND EQUIPMENT THAT OPERATE SATISFACTORILY AS DESIGNED AND INTENDED.
 4. ALL ELECTRICAL WORK SHALL BE PERFORMED BY LICENSED CONTRACTORS IN ACCORDANCE WITH THE 2020 NEW YORK STATE BUILDING CODE, THE 2014 NATIONAL ELECTRICAL CODE, AND ALL LOCAL CODES REQUIRED BY THE AUTHOR OR AS INDICATED ON PROJECTS WITH THE FIRE PROTECTION WORK SIMILAR TO THAT REQUIRED FOR THE PROJECT.
 5. PLANS ARE DIAGNOSTIC AND SHALL NOT BE SCALED. REFER TO CIVIL, STRUCTURAL, AND ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS FOR DIMENSIONS. FIELD VERIFY ALL DIMENSIONS.
 6. EQUIPMENT AND CONDUIT LAYOUTS ARE DIAGNOSTIC. FIELD COORDINATE EXACT LOCATIONS AND ROUTINGS WITH STRUCTURE, PIPING, DUCTWORK, LIGHT FIXTURES, ETC. FINAL RESULT SHALL BE EQUIVALENT TO THAT INDICATED ON DRAWINGS.
 7. COOPERATE CLOSELY WITH ALL OTHER TRADES TO EXPEDITE CONSTRUCTION AND AVOID INTERFERENCES AND CONFLICTS. BEFORE ANY PIPING, DUCTWORK, CONDUIT, ETC. IS INSTALLED, IT SHALL BE COORDINATED CAREFULLY BETWEEN ALL TRADES.
 8. MAINTAIN ALL CLEARANCES REQUIRED FOR EQUIPMENT. DO NOT ROUTE PIPING, DUCTWORK, ETC. ABOVE ELECTRICAL PANELS.
 9. DRAWINGS REPRESENT FINAL RESULT. REMOVE, RELOCATE, MODIFY EXISTING EQUIPMENT, DUCTWORK, PIPING, ETC. AS REQUIRED. FIELD VERIFY EXISTING CONDITIONS AND EXACT REQUIREMENTS.
 10. COORDINATE INFORMATION OUTLET, RECEPTACLE, AND OTHER DEVICE LOCATIONS WITH OWNER AND WITH MILLWORK AND WITH OTHER TRADES PRIOR TO ROUGH-IN.
 11. INFORMATION OUTLET (DATA AND TELEPHONE) DEVICES, WALL PLATES, AND ASSOCIATED WIRING SHALL BE SUPPLIED AND INSTALLED BY OTHERS UNDER A SEPARATE CONTRACT WITH THE OWNER.
 12. THE CONTRACTOR SHALL PROVIDE ELECTRONIC SHOP DRAWINGS/SUBMITTALS ON ALL FIXTURES AND EQUIPMENT FURNISHED UNDER THIS CONTRACT.
 13. IF CONTRACTOR WISHES TO INCORPORATE PRODUCTS OTHER THAN THOSE NAMED IN SPECIFICATIONS IN HIS BID OR PRODUCTS BY MANUFACTURERS OTHER THAN THOSE LISTED AS APPROVED MANUFACTURERS, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW AND APPROVAL OF PROPOSED SUBSTITUTIONS TO C/D LLC NOT LESS THAN FIVE WORKING DAYS PRIOR TO BID DATE. APPROVAL OR ACCEPTANCE OF PROPOSED SUBSTITUTION OF MANUFACTURERS OR ITEMS IS FOR THE PURPOSES OF BIDDING ONLY AND DOES NOT RELIEVE THE PROPOSED SUBSTITUTION FROM SUBMITTAL/SHOP DRAWING REVIEW AND DOES NOT CONSTITUTE PRIOR APPROVAL OF PROPOSED SUBSTITUTIONS.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF LARGER WIRING, CONDUIT, ENCLOSURES, CONTROL AND OVERCURRENT PROTECTIVE DEVICES, ETC. RESULTING FROM CONSTRUCTION OF EQUIPMENT OTHER THAN THAT WHICH WAS THE BASIS OF DESIGN AT NO COST TO OWNER OR A/E.
 15. THE CONTRACTOR SHALL GUARANTEE ALL EQUIPMENT, ACCESSORIES, AND MATERIAL FURNISHED BY HIM FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE AGAINST ALL DEFECTS.
- PRODUCTS
1. LIGHT SWITCHES SHALL BE EQUIVALENT TO LEVITON DECORA SERIES, 20-AMP, 120/277-VOLT, IN COLOR SELECTED BY THE ARCHITECT/INTERIOR DESIGNER.
 2. DUPLEX RECEPTACLES SHALL BE EQUIVALENT TO LEVITON DECORA SERIES, 20A, 125V, NEMA CONFIGURATION 5-80P, IN COLOR SELECTED BY THE ARCHITECT/INTERIOR DESIGNER.
 3. ELECTRICAL DEVICE WALL PLATES SHALL BE HIGH IMPACT NYLON PLASTIC IN COLOR AS SELECTED BY THE ARCHITECT/INTERIOR DESIGNER.
 4. FEEDER AND BRANCH CIRCUIT WIRING SHALL BE COPPER, BOND WITH THIN/THIN INSULATION. BRANCH CIRCUIT WIRING SHALL BE #12 AWG MINIMUM. HOMERUNS FOR BRANCH CIRCUITS OVER 75 FEET LONG SHALL BE #10 AWG OVER 100 FEET LONG, #8 AWG UNLESS INDICATED OTHERWISE.
- EXECUTION
1. PROVIDE ALL ACCESSORIES, COMPONENTS, ETC. REQUIRED FOR COMPLETE INSTALLATION OF SPECIFIED EQUIPMENT.
 2. PROVIDE UNSTRUTS AND ACCESSORIES AS REQUIRED FOR SUPPORT OF PIPING, EQUIPMENT, ETC.
 3. COORDINATE LIGHTING AND CEILING DEVICE LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLANS.
 4. ALL WIRING SHALL BE INSTALLED IN EMT CONDUIT AND SHALL BE CONCEALED UNLESS OTHERWISE NOTED. PVC CONDUIT WILL BE ALLOWED BELOW SLAB, ALL TRANSITIONS FROM PVC TO STEEL CONDUIT SHALL BE MADE BELOW GRADE. MINIMUM CONDUIT SIZE FOR LIGHTING AND POWER BRANCH CIRCUITS ABOVE GRADE SHALL BE 1/2". CONDUIT FOR LIGHTING AND POWER BRANCH CIRCUITS BELOW GRADE SHALL BE 3/4". CONTRACTOR SHALL HAVE THE OPTION TO USE METALLIC CLAD (M/C) CABLE FOR CONCEALED BRANCH CIRCUIT WIRING.
 5. MINIMUM CONDUIT SIZE FOR INFORMATION OUTLETS SHALL BE 3/4". CONDUIT STUBS SHALL BE TERMINATED WITH ELECTRICAL BUSCHWIMMER.
 6. ALL LIGHTING AND POWER CIRCUITS SHALL HAVE A GROUNDING CONDUCTOR.
 7. ALL RECEPTACLES, TELECOMMUNICATIONS OUTLETS, AND TELEVISION OUTLETS SHALL BE INSTALLED AT 18" AFF TO CENTER UNLESS NOTED OTHERWISE. ALL SWITCHES SHALL BE INSTALLED AT 48" AFF TO CENTER UNLESS NOTED OTHERWISE.
 8. PROVIDE TYPED CIRCUIT DIRECTORIES FOR ALL PANELBOARDS. DIRECTORY INFORMATION SHALL INCLUDE CIRCUIT NUMBER AND EQUIPMENT SERVED.
 9. PROVIDE SLEEVES AT CONDUIT PENETRATIONS OF EXTERIOR OR FOUNDATION WALLS. SEAL PENETRATIONS WEATHERTIGHT.
 10. SEAL ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES AS NECESSARY TO RESTORE FIRE-RESISTANCE RATINGS OF ASSEMBLY. REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR RATED ASSEMBLIES, FIRESTOPPING MATERIALS AND REQUIREMENTS.
 11. CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO SPECIAL EQUIPMENT. PROVIDE ADAPTERS, FITTINGS, ETC. FOR ALL EQUIPMENT AS REQUIRED. COORDINATE SPECIFIC REQUIREMENTS WITH EQUIPMENT SUPPLIERS. REFER TO SPECIAL EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
 12. ELECTRICAL CONTRACTOR SHALL PROVIDE ROUGH-IN FOR THERMOSTATS AND SENSORS. PROVIDE SINGLE-GANG BOX WITH 0.75" CONDUIT TO ABOVE ACCESSIBLE CEILING OR TO ASSOCIATED EQUIPMENT. THERMOSTATS, SENSORS, AND WIRING SHALL BE PROVIDED BY MECHANICAL CONTRACTOR. REFER TO HVAC PLANS FOR THERMOSTAT AND CONTROL LOCATIONS.

FIRE ALARM GENERAL NOTES:

- GENERAL
1. PROVIDE MODIFICATIONS TO EXISTING ADDRESSABLE MANUAL FIRE ALARM SYSTEM. WORK SHALL INCLUDE FURNISHING OF LABELS, EQUIPMENT, MATERIALS, INSTALLATION AND PROGRAMMING OF NEW DEVICES AND WIRING INCLUDE HAD POWER SUPPLIES OR NECESSARY MANUAL PULL STATIONS, AUTOMATIC SMOKE DETECTION, INTERPHONE APPARATUS, WIRING, TERMINATIONS, ELECTRICAL, BUSES AND ALL OTHER NECESSARY MATERIALS FOR A COMPLETE OPERATIONAL SYSTEM. FIRST RUN OF THE FIRE ALARM SYSTEM SHALL BE ALL LINES, CONDUITS, CABLES AND ELECTRICAL REQUIREMENTS FOR ANY ADDITIONAL POWER SUPPLIES OR HAD PANELS WITH ELECTRICAL CONTRACTOR TO PROVIDE POWER AS REQUIRED.
 2. INTENTION DETECT AND INTERPHONE APPARATUS LOCATIONS ARE INDICATED ON PLANS. EXACT DEVICE AND APPLIANCE CANNOTERS LOCATIONS, SPECIFICATIONS, ETC. SHALL BE DETERMINED BY FIRE ALARM CONTRACTOR AND VENDOR TO ACCOMMODATE ALL APPLICABLE CODE AND STANDARD REQUIREMENTS.
 3. NO WORK MAY BEGIN ON ANY SECTION OF THIS PROJECT UNTIL THE ENGINEER HAS REVIEWED SUBMITTALS FOR CONFORMITY WITH PLANS AND SPECIFICATIONS. FIRE ALARM SYSTEM EQUIPMENT SUBMITTALS SHALL INCLUDE PRODUCT DATA SHEETS, EQUIPMENT WIRING DIAGRAMS, SEQUENCE OF OPERATION, FULFILLMENT OF ALL LOCAL, STATE, FEDERAL, AND INTERNATIONAL CODES, PROGRAMMING MANUALS, PERFORMANCE INSPECTION, AND MAINTENANCE MANUALS, LICENSES, WARRANTIES AND WARRANTIES.
 4. LABELS & WIRING FOR THE FIRE ALARM SYSTEM PROVIDED SHALL BE MAINTAINED FREE FROM DEFECTS FOR A PERIOD OF TWELVE (12) MONTHS AFTER SUBstantial COMPLETION. FIRE ALARM SYSTEM FAILURE DURING THE WARRANTY PERIOD SHALL BE ADJUSTED, REPAIRED, OR REPLACED AT NO CHARGE OF DETECTION OR REPAIR TO THE PANELS. THE CONTRACTOR SHALL RESPOND TO THE OWNER'S REQUEST FOR WARRANTY SERVICE WITHIN 24 HOURS DURING CUSTOMARY BUSINESS HOURS.
- DESIGN
1. ADDRESSABLE ALARM NOTIFICATION SHALL BE BY TONE SIGNALS OR ADDRESSABLE ANNUNCIATING DEVICES.
 2. MANUAL PULL STATIONS SHALL BE ADDRESSABLE, DOUBLE-ACTION TYPE WITH HOLDERS, RAISED-LETTER OPERATING INSTRUCTIONS OF CONTRASTING COLOR.
 3. VISIBLE ONLY ANNUNCIATING DEVICES (STROBES) SHALL COMPLY WITH UL 1971, CONSIST OF A REDDEN FLASH TUBE AND ASSOCIATED LENS/REFLECTOR SYSTEM WITH DIFFERENT FIELD SELECTABLE FLASH INTENSITIES OF 15, 75 AND 110 CD.
 4. ADDRESSABLE DEVICES (HORN/STROBES) SHALL COMPLY WITH UL 1971 AND 464. HORN SHALL HAVE HIGH AND LOW VOLUME SETTINGS AVAILABLE. AT LOW END THE DEVICES SHALL HAVE MINIMUM 14.5 DECS SOUND PRESSURE OF 18 DB(A) AT 10'-0".
 5. STROBES SHALL BE SYNCHRONIZED WHERE MULTIPLE STROBES ARE LOCATED WITHIN A SINGLE ROOM, CORRIDOR, ETC.
 6. ACTIVATION OF A SUPERVISORY DEVICE SHALL ACTIVATE AN ADDRESSABLE SIGNAL AND ILLUMINATE AN LED AT THE CONTROL PANEL AND ANNUNCIATOR AND TRANSMIT THE ALARM TO THE SUPERVISING STATION.
 7. CENTRAL SYSTEM SMOKE DETECTORS SHALL BE PHOTOELECTRIC TYPE COMPATIBLE WITH FIRE ALARM CONTROL PANEL AND SHALL BE LISTED FOR RESIDUAL SERVICE UNLESS APPLICABLE. FIRE ALARM CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WIRE-CONNECTION WIRING.
- REQUIREMENTS
1. FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH NFPA STANDARDS AND MANUFACTURERS RECOMMENDATIONS BY FACTORY AUTHORIZED PERSONNEL WHO HAVE BEEN TRAINED AND EXPERIENCED IN THE INSTALLATION, INSPECTION AND TESTING OF FIRE ALARM SYSTEMS WITH A MINIMUM OF 3 YEARS EXPERIENCE.
 2. FIRE ALARM SYSTEM INSTALLATION SHALL BE PROVIDED WITH FACTORY START-UP SERVICES. THE INSTALLING CONTRACTOR SHALL COMPLETE ALL OF THE WORK REQUIRED TO INSTALL THE EQUIPMENT AND MAKE THE REQUIRED PRE-START-UP CONNECTION PRIOR TO THE ARRIVAL OF THE FACTORY AUTHORIZED PERSONNEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE START-UP OF THE EQUIPMENT. FACTORY OPERATIONAL SYSTEM TESTS UPON COMPLETION OF INSTALLATION, CORRECT EXISTING RATED ASSEMBLIES, FIRESTOPPING MATERIALS AND REQUIREMENTS.
 3. INSTALLATION SHALL MEET THE REQUIREMENTS OF 2020 NEW YORK STATE BUILDING CODE, FIRE CODE, NFPA 70 (NEC) AND NFPA 72 AS ADOPTED BY THE AUTHORIZED JURISDICTION.
 4. ALL FIRE ALARM SYSTEM WIRING SHALL BE INSTALLED COMPLETELY IN EMT CONDUIT WHEN EXPOSED. PAINT FIRE ALARM JUNCTION BOXES RED.
 5. COORDINATE WITH MECHANICAL CONTRACTOR FOR SMOKE DAMPER ACTIVATION REQUIREMENTS.

ELECTRICAL CIRCUITRY GENERAL NOTES:

1. REFER TO PLANS FOR DESIGNATION OF CIRCUIT FOR SERVICE TO EACH LIGHTING FIXTURE, WIRING DEVICE, PIECE OF EQUIPMENT, ETC.
2. REFER TO PANELBOARD SCHEDULE(S) FOR WIRING AND CONDUIT SPECIFICATIONS FOR EACH CIRCUIT.

HVAC SYMBOLS:

	FLEXIBLE DUCTWORK
	CEILING RETURN/EXHAUST GRILLE
	CEILING SUPPLY DIFFUSER
	CEILING EXHAUST DIFFUSER
	TEMPERATURE SENSOR
	TEMPERATURE AVERAGING SENSOR
	SPACE CO2 SENSOR
	SPACE HUMIDITY SENSOR
	DUCTWORK (WIDTH/HEIGHT) WITH DAMPER
	DOUBLE WALL INSULATED SPIRAL DUCT
	FLEXIBLE CONNECTION
	FIRE DAMPER
	FIRE AND SMOKE DAMPER
	RADIATION DAMPER
	SMOKE DAMPER
	MOTORIZED DAMPER
	ZONE CONTROL DAMPER
	ZONE BYPASS CONTROL DAMPER
	DIFFUSER TYPE AND CFM
	RECTANGULAR TO ROUND TAKE-OFF
	CONSTANT AIRFLOW REGULATOR EQUIVALENT TO AMERICAN ALCOS CARS. PROVIDE WITH AIRFLOW AS SCHEDULED FOR ASSOCIATED EQUIPMENT OR AIR DEVICE.

PLUMBING SYMBOLS:

	GREASE WASTE PIPING BELOW SLAB
	GREASE COMBINATION WASTE AND VENT PIPING
	GREASE WASTE PIPING ABOVE SLAB
	GREASE COMBINATION WASTE AND VENTING PIPING ABOVE SLAB
	ROOF DRAIN PIPING ABOVE SLAB
	OVERFLOW ROOF DRAIN PIPING ABOVE SLAB
	SANITARY WASTE PIPING BELOW SLAB
	SANITARY COMBINATION WASTE AND VENT PIPING
	SANITARY WASTE PIPING ABOVE SLAB
	SANITARY COMBINATION WASTE AND VENT PIPING ABOVE SLAB
	DOMESTIC COLD WATER PIPING
	DOMESTIC HOT WATER PIPING
	DOMESTIC HOT WATER RECIRCULATION PIPING
	PLUMBING VENT PIPING
	CONDENSATE DRAIN PIPING
	NATURAL GAS PIPING
	SHUT-OFF VALVE
	CHECK VALVE
	SHOCK ABSORBER
	PRESSURE GAUGE
	TEE / ELBOW DOWN WITH VALVE IN VERTICAL PIPE
	FREEZEPROOF WALL HYDRANT / HOSE BIBB
	BACKFLOW PREVENTER
	FLOOR DRAIN / FLOOR SINK
	FINISH GRADE CLEANOUT
	FINISH FLOOR CLEANOUT
	FINISH WALL CLEANOUT

FIRE SPRINKLER GENERAL NOTES:

- GENERAL
1. PROVIDE ENGINEERING, FABRICATION, MATERIALS, AND EQUIPMENT NECESSARY FOR MODIFICATIONS/EXPANSION OF EXISTING AUTOMATIC FIRE SPRINKLER SYSTEM INCLUDING ALL ASPECTS OF SITE SERVICE PIPING, FIRE HYDRANTS, ETC. BUILDING ADDITION AND ALL AREAS AFFECTED BY RENOVATION SHALL BE PROTECTED BY AN AUTOMATIC WET PIPE AND/OR DRY PIPE FIRE SPRINKLER SYSTEM.
 2. PROVIDE COMPLETE NEW SERVICE PIPING AND SYSTEM COMPLETE WITH STANDPIPES AS INDICATED AND AS REQUIRED. FIELD VERIFY EXACT REQUIREMENTS TO ACCOMMODATE EXISTING CONDITIONS.
 3. ALL PERMITS, LICENSES, TAP FEES, INSPECTIONS, ENGINEERING FEES, ETC. REQUIRED FOR THIS WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR. CONTRACTOR SHALL ALSO PAY FOR ALL TAP FEES AND EQUIPMENT COSTS ASSOCIATED WITH THE FIRE SPRINKLER SYSTEM.
 4. THE FIRE SPRINKLER SYSTEM DESIGN AND INSTALLATION SHALL COMPLY WITH NFPA 13, FACTORY MUTUAL, STATE AND LOCAL CODES AS ADOPTED BY THE CITY OF LATHAM, NEW YORK.
 5. FIRE SPRINKLER WORK SHALL BE PERFORMED BY A QUALIFIED FIRE SPRINKLER CONTRACTOR WITH AT LEAST 5 YEARS OF INSTALLATION EXPERIENCE ON PROJECTS WITH FIRE PROTECTION WORK SIMILAR TO THAT REQUIRED FOR THE PROJECT.
 6. THE FIRE SPRINKLER SYSTEM SHALL BE ENGINEERED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK WITH AT LEAST 5 YEARS OF SUCCESSFUL FIRE SPRINKLER SYSTEM ENGINEERING EXPERIENCE. WHERE THE REGISTERED PROFESSIONAL ENGINEER IS AN EMPLOYEE OF THE SPRINKLER CONTRACTOR, THE CONTRACTOR SHALL HAVE A CERTIFICATE OF AUTHORITY TO RENDER PROFESSIONAL ENGINEERING SERVICES IN ACCORDANCE WITH NEW YORK STATE REGULATIONS. SPRINKLER DESIGN DRAWINGS SHALL BEAR THE TITLE BLOCK OF THE CONTRACTOR OR ENGINEERING FIRM EMPLOYING THE SPRINKLER SYSTEM ENGINEER. ALL SPRINKLER DESIGN DRAWINGS AND HYDRAULIC CALCULATIONS SHALL BEAR THE SEAL OF THE NEW YORK REGISTERED PROFESSIONAL ENGINEER.
 7. THE FIRE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN FLOW READINGS FOR PURPOSES OF DESIGN.
 8. THE SPRINKLER ENGINEER BE RESPONSIBLE FOR VERIFICATION OF APPROPRIATE DESIGN OCCUPANCIES WITH THE OWNER'S INSURANCE UNDERWRITER, NFPA 13, AND LOCAL AUTHORITIES.
 9. THE FIRE SPRINKLER DESIGN SHALL INCLUDE ALL COMPONENTS OF THE SYSTEM INCLUDING: SITE SERVICE PIPING, FIRE HYDRANTS, BACKFLOW PREVENTERS AND PITS, ETC. ALL PIPING, EQUIPMENT, COMPONENT DETAILING AND SPECIFICATIONS SHALL BE INCLUDED IN THE FIRE SPRINKLER DESIGN.
 10. THE FIRE SPRINKLER SYSTEM ENGINEER SHALL CARRY PROFESSIONAL LIABILITY INSURANCE WITH A MINIMUM OF \$1,000,000 COVERAGE FOR EACH CLAIM AND \$1,000,000 AGGREGATE. REQUIREMENTS: NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS.
 11. SUBMIT DRAWINGS, CALCULATIONS, ETC. AS REQUIRED, TO LOCAL AUTHORITIES BEFORE PROCEEDING WITH INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF LOCAL AUTHORITIES.
 12. SUBMIT SCALED DRAWINGS INDICATING THE LOCATIONS OF SPRINKLER HEADS AND HOW THEY INTERFACE WITH CEILING TILES, LIGHTING FIXTURES, HVAC GRILLES AND DIFFUSERS, ETC. BEFORE BEGINNING ANY SPRINKLER INSTALLATION WORK.
 13. SUBMISSIONS OF MATERIALS, EQUIPMENT, CALCULATIONS, DESIGNS ETC. WILL BE REVIEWED BY C/D LLC FOR GENERAL COMPLIANCE WITH INTENT OF THESE SPECIFICATIONS. SPRINKLER CONTRACTOR AND SPRINKLER DESIGN ENGINEER WILL NOT BE RELEASED OF LIABILITY OR RESPONSIBILITY FOR ANY PORTION OF THE SYSTEM DUE TO APPROVAL OF SHOP DRAWINGS BY COLVIN JONES DAVIS LLC.
- PRODUCTS
1. ALL SPRINKLER HEADS, VALVES, PIPING MATERIALS, SUPPORTS, ETC. SHALL BE U.L. LISTED. NO PLASTIC PIPING SHALL BE INSTALLED INSIDE BUILDING.
 2. SPRINKLER HEADS LOCATED IN OPTISMUM AND LAY-IN CEILING AREAS SHALL BE CONCEALED TYPE WITH COVER PLATE COLOR/FINISH AS SELECTED BY ARCHITECT. HEADS IN AREAS WITH EXPOSED STRUCTURE SHALL BE BRASS, UPRIGHT HEADS.
- EXECUTION
1. CENTER SPRINKLER HEADS IN CEILING TILES.
 2. ALL PIPING SHALL BE HYDROSTATICALLY TESTED FOR A PERIOD OF NOT LESS THAN TWO HOURS AT A PRESSURE NOT LESS THAN 200 PSI. IF LEAKS APPEAR, LINES SHALL BE DRAINED AND REPAIRED AND TEST SHALL BE REPEATED IN FULL. NO PIPING SHALL BE CONCEALED OR OR RECOVERED UNACCESSIBLE BEFORE BEING PROPERLY TESTED AND APPROVED. TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR FROM THE AUTHORITIES HAVING JURISDICTION.
 3. UPON COMPLETION OF WORK, CONTRACTOR SHALL SUBMIT CERTIFICATION THAT THE SYSTEM HAS BEEN TESTED IN ACCORDANCE WITH NFPA 13 AND THAT SYSTEM IS COMPLETE, FULLY OPERATIONAL, AND FREE OF DEFECTS.
 4. SEAL PIPE PENETRATIONS THROUGH FIRE RATED PARTITIONS WITH MULTI ELASTOMERIC FIRE STOP SEALANT. INSTALL IN ACCORDANCE WITH FIRE STOPPING SEALANT MANUFACTURER'S DETAILS. EQUAL BY SM AND STL.

- EXECUTION
1. CENTER SPRINKLER HEADS IN CEILING TILES.
 2. ALL PIPING SHALL BE HYDROSTATICALLY TESTED FOR A PERIOD OF NOT LESS THAN TWO HOURS AT A PRESSURE NOT LESS THAN 200 PSI. IF LEAKS APPEAR, LINES SHALL BE DRAINED AND REPAIRED AND TEST SHALL BE REPEATED IN FULL. NO PIPING SHALL BE CONCEALED OR OR RECOVERED UNACCESSIBLE BEFORE BEING PROPERLY TESTED AND APPROVED. TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR FROM THE AUTHORITIES HAVING JURISDICTION.
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1. PROVIDE ALL ACCESSORIES, COMPONENTS, ETC. REQUIRED FOR COMPLETE INSTALLATION OF SPECIFIED EQUIPMENT.
2. PROVIDE UNSTRUTS AND ACCESSORIES AS REQUIRED FOR SUPPORT OF PIPING, EQUIPMENT, ETC. FOR ALL EQUIPMENT AS REQUIRED. COORDINATE SPECIFIC REQUIREMENTS WITH EQUIPMENT SUPPLIERS. REFER TO SPECIAL EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
3. INSULATE ALL DOMESTIC WATER MAINS AND REFRIGERANT PIPING WITH 1/2" THICK ARMACELL AP/ARMAFLEX FLEXIBLE ELASTOMERIC THERMAL PIPE INSULATION. EQUIVALENT BY RUBATEX. THE USE OF TUBULOT OR EQUIVALENT CLOSED CELL POLYETHYLENE FOAM INSULATION IS STRICTLY PROHIBITED.
4. INSULATE ALL DOMESTIC WATER MAINS AND REFRIGERANT PIPING WITH 1/2" THICK ARMACELL AP/ARMAFLEX FLEXIBLE ELASTOMERIC THERMAL PIPE INSULATION. EQUIVALENT BY RUBATEX. THE USE OF TUBULOT OR EQUIVALENT CLOSED CELL POLYETHYLENE FOAM INSULATION IS STRICTLY PROHIBITED.
5. INSTALL TRAPS AT WASTE CONNECTIONS TO ALL FLOOR DRAINS AND OTHER PLUMBING FIXTURES WITHOUT A TRAP INTEGRAL TO THE FIXTURE.
6. INSTALL WATER AND WASTE PIPING BELOW SLAB AND BELOW GRADE ON TOP OF A 6" BED OF PEA GRAVEL WITH 6" PEA GRAVEL ON SIDES AND TOP OF PIPING.
7. PROVIDE TRAPPED AND VENTED CONDENSATE DRAIN CONNECTION TO ALL HVAC EQUIPMENT WHERE REQUIRED. EXTEND FULL SIZE TO NEAREST ROOF DRAIN, FLOOR DRAIN, OR WOP BASIN.
8. SEAL ALL DUCTWORK IN ACCORDANCE WITH THE LATEST SMACNA METAL AND FLEXIBLE DUCT CONSTRUCTION STANDARDS MANUAL. AT A MINIMUM, LOW STATIC PRESSURE DUCTS SHALL BE SEALED WITH WATER, SOLVENT OR SILICONE BASED SEALANT IN ACCORDANCE WITH SMACNA DUCT SEAL CLASS C. THE USE OF DUCT TAPE IS STRICTLY PROHIBITED.
9. ALL THERMOSTATS, SENSORS, DAMPER CONTROLS, ASSOCIATED ACCESSORIES, AND FINAL WIRING CONNECTIONS SHALL BE PROVIDED BY HVAC CONTRACTOR. ROUGH-IN AND WIRE INSTALLATION SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR.
10. PROVIDE HVAC EQUIPMENT WITH NEW FILTERS DURING CONSTRUCTION AND UPON SUBSTANTIAL COMPLETION.
11. COORDINATE CEILING DIFFUSER/GRILLE LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLANS.
12. PROVIDE FLEXIBLE CONNECTION AND TRANSITION TO UNIT OPENING SIZES FOR ALL HVAC EQUIPMENT.
13. INSTALL ALL ROOF EQUIPMENT, PIPE, CONDUIT AND DUCTWORK SUPPORTS, CURBS AND PENETRATIONS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ROOFING SYSTEM MANUFACTURER.
14. PROVIDE SLEEVES AT PIPE PENETRATIONS OF EXTERIOR WALLS. SEAL PENETRATIONS WEATHERTIGHT.
15. SEAL ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES AS NECESSARY TO RESTORE FIRE-RESISTANCE RATING OF ASSEMBLY. REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR RATED ASSEMBLIES, FIRESTOPPING MATERIALS AND REQUIREMENTS.
16. ALL EXPOSED PIPING, DUCTWORK AND EQUIPMENT SHALL BE PRIMED AND PAINTED. REFER TO ARCHITECTURAL DRAWINGS FOR REQUIREMENTS AND COORDINATE WITH GENERAL CONTRACTOR.

MECHANICAL GENERAL NOTES:

- GENERAL
1. GENERAL MECHANICAL NOTES APPLY TO ALL MECHANICAL SHEETS.
 2. C/D LLC, BEING THE AUTHOR OF THESE CONSTRUCTION DOCUMENTS RESERVES THE RIGHT OF FINAL INTERPRETATION AS TO THEIR INTENT AND MEANING. ANY ADDITIONAL WORK OR COSTS RESULTING FROM THE CONTRACTORS OWN INTERPRETATION AS TO THE INTENT OR MEANING WITHOUT CONSULTATION WITH C/D LLC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO COST TO OWNER OR A/E.
 3. THE INTENT OF THE WORK INDICATED ON THESE CONSTRUCTION DOCUMENTS IS TO PROVIDE A FULLY FUNCTIONING SYSTEM IN COMPLETE WORKING ORDER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTORS SUPPLIERS TO INCLUDE ALL ACCESSORIES, COMPONENTS, PARTS, ETC. THAT MAY NOT BE INDICATED ON THESE CONSTRUCTION DOCUMENTS TO PROVIDE SYSTEMS AND EQUIPMENT THAT OPERATE SATISFACTORILY AS DESIGNED AND INTENDED.
 4. DRAWINGS ARE NOT SET UP SPECIFICALLY ACCORDING TO TRADE AND EACH CONTRACTOR AND SUB-CONTRACTOR OR TRADE IS REQUIRED TO REVIEW THE CONSTRUCTION DOCUMENTS AS A WHOLE AND PROVIDE ANY MISS. ITEMS, MATERIALS, WORK, ETC. REQUIRED TO COMPLETE THE WORK AS SHOWN ON ALL TRADES. STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING REQUIREMENTS AND RELATED WORK ARE INDICATED THROUGHOUT THE DOCUMENTS AND SHOULD BE REVIEWED WITH EACH FOR OVERALL SCOPE OF WORK.
 5. ALL MECHANICAL WORK SHALL BE PERFORMED BY LICENSED PLUMBING AND MECHANICAL CONTRACTORS AND SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF THE 2020 NEW YORK STATE BUILDING CODE, PLUMBING, FIRE, GAS AND MECHANICAL CODES, AND ALL APPLICABLE LOCAL CODES AS ADOPTED BY LOCAL AUTHORITIES.
 6. THE CONTRACTOR SHALL INCLUDE ALL PERMIT AND INSPECTION FEES IN BID.
 7. THE PLANS ARE DIAGNOSTIC AND SHALL NOT BE SCALED. REFER TO CIVIL, STRUCTURAL, AND ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS FOR DIMENSIONS. FIELD VERIFY ALL DIMENSIONS.
 8. PIPING AND DUCTWORK LAYOUTS ARE DIAGNOSTIC. FIELD COORDINATE EXACT LOCATIONS AND ROUTINGS WITH STRUCTURE, LIGHT FIXTURES, CONDUITS, ETC. FINAL RESULT SHALL BE EQUIVALENT TO THAT INDICATED ON DRAWINGS.
 9. COOPERATE CLOSELY WITH ALL OTHER TRADES TO EXPEDITE CONSTRUCTION AND AVOID INTERFERENCES AND CONFLICTS. BEFORE ANY PIPING, DUCTWORK, CONDUIT, ETC. IS INSTALLED, IT SHALL BE COORDINATED CAREFULLY BETWEEN ALL TRADES.
 10. MAINTAIN ALL CLEARANCES REQUIRED BY PLUMBING AND HVAC EQUIPMENT. COORDINATE WITH ELECTRICAL CONTRACTOR TO MAINTAIN ALL CLEARANCES REQUIRED FOR EQUIPMENT. DO NOT ROUTE PIPING, DUCTWORK, ETC. ABOVE ELECTRICAL PANELS.
 11. DRAWINGS REPRESENT FINAL RESULT. REMOVE, RELOCATE, MODIFY EXISTING EQUIPMENT, DUCTWORK, PIPING, ETC. AS REQUIRED. FIELD VERIFY EXISTING CONDITIONS AND EXACT REQUIREMENTS. NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS.
 12. IF CONTRACTOR WISHES TO INCORPORATE PRODUCTS OTHER THAN THOSE NAMED IN SPECIFICATIONS IN HIS BID OR PRODUCTS BY MANUFACTURERS OTHER THAN THOSE LISTED AS APPROVED MANUFACTURERS, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW AND APPROVAL OF PROPOSED SUBSTITUTIONS TO C/D LLC NOT LESS THAN FIVE WORKING DAYS PRIOR TO BID DATE. APPROVAL OR ACCEPTANCE OF PROPOSED SUBSTITUTION OF MANUFACTURERS OR ITEMS IS FOR THE PURPOSES OF BIDDING ONLY AND DOES NOT RELIEVE THE PROPOSED SUBSTITUTION FROM THE SUBMITTAL/SHOP DRAWING REVIEW AND DOES NOT CONSTITUTE PRIOR APPROVAL OF PROPOSED SUBSTITUTIONS.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF LARGER WIRING, CONDUIT, ENCLOSURES, CONTROL AND OVERCURRENT PROTECTIVE DEVICES, ETC. RESULTING FROM SUBSTITUTION OF EQUIPMENT OTHER THAN THAT WHICH WAS THE BASIS OF DESIGN AT NO COST TO OWNER OR A/E.
 14. THE CONTRACTOR SHALL PROVIDE ELECTRONIC COPIES OF SUBMITTALS ON ALL FIXTURES AND EQUIPMENT FURNISHED UNDER THIS CONTRACT.
 15. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF AN INDEPENDENT FIRM CERTIFIED WITH ASSOCIATED ARE BALANCING COMPANY

Exhibit 9



INVOICE
Number 25-107-001

January 20, 2025

Timothy Farricker, Director of Facilities
REHABILITATION SUPPORT SERVICES, INC.
5172 Western Avenue
Altamont, NY 12009

Project: Capital Region Health Park – 711 Troy-Schenectady Road
RSS Tenant Fit-Up – 1st Floor

PROFESSIONAL SERVICES PROVIDED FROM JANUARY 01, 2025 THROUGH JANUARY 20, 2025

For **Architectural Services** to date: Review schematic plans, site visit to obtain existing field measurement and conditions. Draft existing plan and demolition. General correspondence.

PROFESSIONAL SERVICES	CONTRACT AMOUNT	THIS INVOICE	CUMULATIVE
Retainer	\$ 21,000.00	\$ 4,200.00	\$ 4,200.00

REIMBURSABLE EXPENSES

Albany County Sales Tax 8% (Design Services)	0.00	0.00
Parking	0.00	0.00
Courier/ Delivery/Postage	0.00	0.00
Plan Reproduction / Scanning	0.00	0.00

TOTAL THIS INVOICE (THROUGH January 20, 2025 NO. 25-107-001) \$ 4,200.00

Payment Terms: Net 30 Days

PREVIOUS PAYMENTS \$ (0.00)

TOTAL AMOUNT DUE \$ **4,200.00**

Thank You
25-107-001

Please make check payable to: **MADesign Interiors** and forward to address below.

Federal Business ID# 33-1145541





INVOICE
Number 26-107-002

January 06, 2026

Timothy Farricker, Director of Facilities
REHABILITATION SUPPORT SERVICES, INC.
5172 Western Avenue
Altamont, NY 12009

Project: 713 Troy-Schenectady Road Suite 125, Latham, NY
RSS Tenant Fit-Up

PROFESSIONAL SERVICES PROVIDED FROM AUGUST 01, 2025 THROUGH JANUARY 06, 2026

For **Architectural Services** to date: Schematic layout of program into new Suite location, revise per comments. Meeting on site with client and GC to review space and work scope. Prepare Design plans with furniture and rooms dimensions, forward for OMH review and revise per comments. Field survey to obtain existing conditions of doors/hardware, millwork, outlets and ceilings. Assemble CD's inclusive of removal plan, ceiling removal, floor plan, door/hardware details, reflected ceiling plan, furniture and outlet locations, finish plan, millwork elevations, enlarged toilet room details/accessory legend, wall types. Field survey of exterior site conditions, prepare site plan for new entrance doors, canopies and sidewalk details. NYS Code review. Prepare stamped drawings for permit submission and TOC Architect Forms. Weekly Team meetings, coordination with MEP engineer.

PROFESSIONAL SERVICES	CONTRACT AMOUNT	THIS INVOICE	CUMULATIVE
60% Project Completion	\$ 22,000.00	\$ 13,200.00	\$ 13,200.00
80% Additional Services: Exterior Design	6,500.00	5,200.00	5,200.00

REIMBURSABLE EXPENSES

Albany County Sales Tax 8% (Design Services)	400.00	400.00
Courier/ Delivery/Postage	0.00	0.00
Plan Reproduction / Scanning	18.34	18.34

TOTAL THIS INVOICE (THROUGH January 06, 2026 NO. 26-107-002) \$ 18,818.34

Payment Terms: Net 30 Days

PREVIOUS PAYMENTS \$ (0.00)

TOTAL AMOUNT DUE \$ 18,818.34

Thank You
26-107-002

Please make check payable to: **MADesign Interiors** and forward to address below.

Federal Business ID# 33-1145541



Exhibit 10

Payment Receipt

Roberts Office Interiors, Inc. dba:

R.O.I Office Interiors
144 Hangar Road
Rome, NY 13441
POL 87(2)(a) -

Received From
Rehabilitation Support Services

Date	9/22/2025
Payment Method	Check
Check/Ref No	155753

Payment Amount	\$39,701.81
Total Amount Due	-\$79,403.65

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied

Payment Receipt

Roberts Office Interiors, Inc. dba:

R.O.I Office Interiors
144 Hangar Road
Rome, NY 13441
POL 87(2)(a) -

Received From
Rehabilitation Support Services

Date	9/22/2025
Payment Method	Check
Check/Ref No	156245

Payment Amount	\$39,701.84
Total Amount Due	-\$79,403.65

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied

ROI Office Interiors

144 Hangar Ave
Rome, NY 13441
POL 87(2)(a)



PAID IN FULL

Invoice

Date: September 15, 2025

Invoice for

Rehabilitation Support Svcs, Inc Upon Receipt
5172 Western Turnpike
Altamont, NY 12009

Payable**Project**

1st Floor Furniture
SF08185

Invoice #

20250915A

Purchase Order

08.29.25

Description	Qty	Unit price	Total price
A - Exam Rooms - Detail per Attached Quote	1	\$3,958.24	\$3,958.24
B - Exam Rooms - Detail per Attached Quote	1	\$12,846.24	\$12,846.24
C - Guest / Mtg Chairs - Detail per Attached Quote	1	\$2,571.76	\$2,571.76
D - Task Chairs - Detail per Attached Quote	1	\$5,944.18	\$5,944.18
E - Meds Area - Detail per Attached Quote	1	\$221.66	\$221.66
F - Meds Area - Detail per Attached Quote	1	\$935.00	\$935.00
G - Meeting Area - Detail per Attached Quote	1	\$576.05	\$576.05
H - Observation Rooms - Detail per Attached Quote	1	\$3,664.32	\$3,664.32
I - Observation Rooms - Detail per Attached Quote	1	\$2,022.24	\$2,022.24
J - Offices - Detail per Attached Quote	1	\$6,001.38	\$6,001.38
K - Shared Office - Detail per Attached Quote	1	\$4,762.23	\$4,762.23
L - Staff Storage - Detail per Attached Quote	1	\$1,640.10	\$1,640.10
M - Waiting Rooms - Detail per Attached Quote	1	\$1,450.24	\$1,450.24
N - Waiting Rooms - Detail per Attached Quote	1	\$4,554.88	\$4,554.88
O - Waiting Rooms - Detail per Attached Quote	1	\$3,814.18	\$3,814.18
P - Police Triage - Detail per Attached Quote	1	\$991.15	\$991.15
Q - Police Triage - Detail per Attached Quote	1	\$1,722.92	\$1,722.92
R - Police Triage - Detail per Attached Quote	1	\$1,381.78	\$1,381.78
NYS Inside Delivery - 9to5	1	\$1,540.01	\$1,540.01
NYS Inside Delivery - Stance	1	\$4,126.64	\$4,126.64
NYS Inside Delivery - Teknion	1	\$5,318.68	\$5,318.68

Notes:

Subtotal **\$70,043.88**

Sales Tax

Adjustments

Total \$70,043.88



Please make check/PO's out to:
ROI Office Interiors
144 Hangar Road
Rome, NY 13441

Quote

SF08185

Prepared For:
Rehabilitation Support Services

RSS Latham 1st Floor - Overall Quote

Prepared By: Jess Stetson
10/29/2025
Page 1 of 15

Line #	Qty	Part Number	Part Description	Sell Price	Extended
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A - EXAM ROOMS

1	4	SO6501	Oasis Single Chair (metal leg)	\$989.56	\$3,958.24
		(GRD4)	Oasis Grade 4 Selection		
		(MAYER)	Fabric Grade 4 Mayer		
		(PF)	Performance Fabric		
		(DISCOVERY)	Discovery Smoke		
		(GRD4)	Oasis Grade 4 Selection		
		(MAYER)	Fabric Grade 4 Mayer		
		(PF)	Performance Fabric		
		(DISCOVERY)	Discovery Smoke		
		(GRD4)	Oasis Grade 4 Selection		
		SS	Smooth Silver		
		(PA)	Poly Arm Selection		
		PG	Grey		
		~	No Select		
		~	Although we strive to keep our catalog up-to-d:		

Category Subtotal: \$3,958.24

B - EXAM ROOMS

2	4	SR900-26	Oasis Recliner, 26" seat width	\$3,211.56	\$12,846.24
		(GRD3)	Oasis Recliner Grade 3 Selection		
		(STINSON)	Fabric Grade 3 CF Stinson		
		(PF)	Performance Fabric		
		(NISHIKI)	Nishiki 2.0 Soba		
		(GRD3)	Oasis Recliner Grade 3 Selection		
		(STINSON)	Fabric Grade 3 CF Stinson		
		(PF)	Performance Fabric		

Line #	Qty	Part Number	Part Description	Sell Price	Extended
			(NISHIKI) Nishiki 2.0 Soba		
			(GRD4) Oasis Recliner Grade 4 Selection		
			(STINSON) Fabric Grade 3 CF Stinson		
			(PF) Performance Fabric		
			(NISHIKI) Nishiki 2.0 Soba		
			(GRD3) Oasis Recliner Grade 3 Selection		
			(MB) Moisture Barrier per Seat		
			~ No Select		
			~ No Select		
			~ No Select		
			~ No Select		
			~ No Select		
			(PA) Poly Arm Selection		
			PG Grey		
			~ No Select		
			~ Although we strive to keep our catalog up-to-date		
Category Subtotal:					\$12,846.24

C - GUEST / MTG CHAIRS

3	8	1210-FRM-A18G-L	Shuttle - Four Leg Guest Chair w/Casters, A18G Arms Gray, Upholstered Back and Seat	\$321.47	\$2,571.76
			GRADE-E Fabric Grade E		
			(EXXX) *** Input Supplier, Pattern, and Color Choice H		
			TOR ULTRAFABRICS MONTAGE BEECHNUT		
			4LGS Silver Frame		
			C5S C5S Hard Floor and Carpet Casters		
			~ No Ganging Clips		
			~ No Cal TB 133 (standard upholstery)		
			~ No Book Rack		
			~ Standard Seat Foam		
Category Subtotal:					\$2,571.76

D - TASK CHAIRS

Line #	Qty	Part Number	Part Description	Sell Price	Extended
4	11	3560-Y6-A57-UB	Tori - Upholstered Back Mid Back - Height Adjustable Arms	\$540.38	\$5,944.18
		GRADE-E	Fabric Grade E		
		(EXXX)	*** Input Supplier, Pattern, and Color Choice H		
		TOR	ULTRAFABRICS MONTAGE BEECHNUT		
		PDG	Dove Gray Frame		
		~	Dove Gray		
		BA26D	27" Low-Profile Nylon Base - Dove Gray		
		C6D	60mm Hoodless Accented Casters - Dove Gray		
		CY20	CY20 - Standard Cylinder (Seat Height: 16.5"-2		
		SS	Seat Slider 2.5" Side Paddle Activated		
		~	No Lumbar		
Category Subtotal:					\$5,944.18

E - MEDS AREA

5	2	1090-FRM-GT-A00	Vox - Wire Rod Chair - Plastic Back - A00 Armless	\$110.83	\$221.66
		P19	P19 Latte		
		SLDS	Silver Frame		
		~	No Ganging Clips		
		~	None Selected		
Category Subtotal:					\$221.66

F - MEDS AREA

6	1	CQCMT42P	Utility Cart, 42"h, Perforated Back Panel	\$935.00	\$935.00
		~Mica	Mica Colors		
		60	Platinum (Satin)		
		~A	Foundation Laminate		
		2M	Provincial Oak		
Category Subtotal:					\$935.00

G - MEETING AREA

Line #	Qty	Part Number	Part Description		Sell Price	Extended
7	1	ATWRS3672	Rectangular Work Table, Stretch Leg, 36"d x 72"w		\$576.05	\$576.05
			~A	Foundation Laminate		
			2M	Provincial Oak		
			8	Flat Trim		
			HY	Provincial Oak		
			~Mica	Mica Colors		
			7	Platinum (Satin)		
			L	Levellers		
			NN	None		

Category Subtotal: \$576.05

H - OBSERVATION ROOMS

8	4	KWL129	Kiwi Bag Chair		\$916.08	\$3,664.32
			(GRD3)	Grade 3 Selection		
			(CF STINSON)	Fabric Grade 3 CF Stinson		
			(PF)	Performance Fabric		
			(NISHIKI)	Nishiki 2.0 Sumi		
			(GRD4)	Grade 4 Selection		
			(MOMENTUM)	Fabric Grade 4 Momentum		
			(PF)	Performance Fabric		
			(CHIME CV)	Chime CV Earthen		
			(GRD4)	Grade 4 Selection		
			~	No Select		

Category Subtotal: \$3,664.32

I - OBSERVATION ROOMS

9	2	DRT-42D-16-H	Bali Laminate Drum Table, 42"D x 16"H		\$1,011.12	\$2,022.24
			(AR)	Aria		
			~	No Select		

Category Subtotal: \$2,022.24

J - OFFICES

Line #	Qty	Part Number	Part Description	Sell Price	Extended
10	2	SOKL04	Set of Keys Alike, 4 Sets of Cores	\$0.00	\$0.00
11	2	BAWAMMM5172	Glass Markerbrd - Wall Panel Mounted - Magnetic, Datum 51"h, 72"w (1-3/16") K7 Very White	\$301.62	\$603.24
12	2	BMWCCV156672N	Wall Panel for Overhd_Vert. Grain, Overhd 15"h, Datum 66"h, 72"w. No Power/Data (1-3/16") ~S Source Laminate 3M Provincial Oak	\$204.60	\$409.20
13	1	BFRLW241866L	Tower with Full Solid Door, Wardrobe, 24"d x 18"w x 66"h, Left Side ~S Source Laminate 3M Provincial Oak ~SrcLam Source Laminate 3M Provincial Oak K Key Alike	\$478.83	\$478.83
14	1	BFRLW241866R	Tower with Full Solid Door, Wardrobe, 24"d x 18"w x 66"h, Right Side ~S Source Laminate 3M Provincial Oak ~SrcLam Source Laminate 3M Provincial Oak K Key Alike	\$478.83	\$478.83
15	2	BOSHB167215L	Overhead Cabinet - Solid Hinged Doors, Wall Panel Mounted, 16"d x 72"w x 15"h. Linear LED Light Rdv ~SrcLam Source Laminate 3M Provincial Oak ~Source Source Laminate 3M Provincial Oak K Key Alike	\$431.97	\$863.94
16	2	BLEDD48	Linear LED Light, 48"w 0 Standard	\$150.81	\$301.62

Line #	Qty	Part Number	Part Description	Sell Price	Extended
			S Standard		
			0 Light Only		
			A Canada / U.S.A.		
			AC Clear Anodized		
17	2	BLEDS480	Support for Linear LED Light - Overhead, Linear LED 48"w, Light Only ~Mica Mica Colors 60 Platinum (Satin)	\$32.67	\$65.34
18	1	BMRWL3042N	Rectangular Worksurface, 30"d x 42"w, No Grommet (1-3/16") F Flush Plate W Frame Leg (Not Included) ~A Foundation Laminate 2M Provincial Oak 6 Straight Trim (3mm) HY Provincial Oak	\$180.84	\$180.84
19	1	BMRWL3042N	Rectangular Worksurface, 30"d x 42"w, No Grommet (1-3/16") W Frame Leg (Not Included) F Flush Plate ~A Foundation Laminate 2M Provincial Oak 6 Straight Trim (3mm) HY Provincial Oak	\$180.84	\$180.84
20	2	BMRF92472	Rectangular Desk - Full Gables, Wall Access Modesty, 24"d x 72"w (1-3/16") ~A Foundation Laminate 2M Provincial Oak 6 Straight Trim (3mm) HY Provincial Oak 3M Provincial Oak ~Mica Mica Colors 60 Platinum (Satin)	\$401.28	\$802.56

Line #	Qty	Part Number	Part Description	Sell Price	Extended
21	2	BASML3610	Suspended Modesty Panel - Solid, 36"w x 10"h	\$36.96	\$73.92
		S	Standard Solid Top ("D", "M" & "X")		
		~SrcLam	Source Laminate		
		3M	Provincial Oak		
22	2	BWWOS30	Frame Leg - Open, 29"h, 30"d	\$161.37	\$322.74
		~Mica	Mica Colors		
		60	Platinum (Satin)		
23	1	BSNCPS183028R	Metal Combo Pedestal - Solid, 18"d x 30"w x 28"h, 15" File Drawer Right	\$619.74	\$619.74
		~SrcLam	Source Laminate		
		3M	Provincial Oak		
		~Mica1	Mica Colors		
		60	Platinum (Satin)		
		9	Rectangular		
		~Mica	Mica Colors		
		60	Platinum (Satin)		
		K	Key Alike		
		W	Counterweight		
24	1	BSNCPS183028L	Metal Combo Pedestal - Solid, 18"d x 30"w x 28"h, 15" File Drawer Left	\$619.74	\$619.74
		~SrcLam	Source Laminate		
		3M	Provincial Oak		
		~Mica1	Mica Colors		
		60	Platinum (Satin)		
		9	Rectangular		
		~Mica	Mica Colors		
		60	Platinum (Satin)		
		K	Key Alike		
		W	Counterweight		
Category Subtotal:					\$6,001.38

Line #	Qty	Part Number	Part Description	Sell Price	Extended
K - SHARED OFFICE					
25	2	SOKL03	Set of Keys Alike, 3 Sets of Cores	\$0.00	\$0.00
26	2	BAWAMMM5172	Glass Markerbrd - Wall Panel Mounted - Magnetic, Datum 51"h, 72"w (1-3/16") K7 Very White	\$301.62	\$603.24
27	2	BMWCCV156672N	Wall Panel for Overhd_Vert. Grain, Overhd 15"h, Datum 66"h, 72"w, No Power/Data (1-3/16") ~S Source Laminate 3M Provincial Oak	\$204.60	\$409.20
28	2	BOSHB167215L	Overhead Cabinet - Solid Hinged Doors, Wall Panel Mounted, 16"d x 72"w x 15"h, Linear LED Light Rdy ~SrcLam Source Laminate 3M Provincial Oak ~Source Source Laminate 3M Provincial Oak K Key Alike	\$431.97	\$863.94
29	2	BLEDD48	Linear LED Light, 48"w 0 Standard S Standard 0 Light Only A Canada / U.S.A. AC Clear Anodized	\$150.81	\$301.62
30	2	BLEDS480	Support for Linear LED Light - Overhead, Linear LED 48"w, Light Only ~Mica Mica Colors 60 Platinum (Satin)	\$32.67	\$65.34
31	2	BMRF92472	Rectangular Desk - Full Gables, Wall Access Modesty, 24"d x 72"w (1-3/16") ~A Foundation Laminate 2M Provincial Oak 6 Straight Trim (3mm)	\$401.28	\$802.56

RSS Latham 1st Floor - Overall Quote

Line #	Qty	Part Number	Part Description	Sell Price	Extended
			HY Provincial Oak		
			3M Provincial Oak		
			~Mica Mica Colors		
			60 Platinum (Satin)		
32	1	BMRWL2448N	Rectangular Worksurface, 24"d x 48"w, No Grommet (1-3/16")	\$164.67	\$164.67
			W Frame Leg (Not Included)		
			F Flush Plate		
			~A Foundation Laminate		
			2M Provincial Oak		
			6 Straight Trim (3mm)		
			HY Provincial Oak		
33	2	BWWOS24	Frame Leg - Open, 29"h, 24"d	\$156.09	\$312.18
			~Mica Mica Colors		
			60 Platinum (Satin)		
34	1	BSNCPS183028L	Metal Combo Pedestal - Solid, 18"d x 30"w x 28"h, 15" File Drawer Left	\$619.74	\$619.74
			~SrcLam Source Laminate		
			3M Provincial Oak		
			~Mica1 Mica Colors		
			60 Platinum (Satin)		
			9 Rectangular		
			~Mica Mica Colors		
			60 Platinum (Satin)		
			K Key Alike		
			W Counterweight		
35	1	BSNCPS183028R	Metal Combo Pedestal - Solid, 18"d x 30"w x 28"h, 15" File Drawer Right	\$619.74	\$619.74
			~SrcLam Source Laminate		
			3M Provincial Oak		
			~Mica1 Mica Colors		
			60 Platinum (Satin)		

Line #	Qty	Part Number	Part Description	Sell Price	Extended
			9 Rectangular		
			~Mica Mica Colors		
			60 Platinum (Satin)		
			K Key Alike		
			W Counterweight		
				Category Subtotal:	\$4,762.23
L - STAFF STORAGE					
36	7	SOKL01	Set of Keys Alike, 1 Set of Cores	\$0.00	\$0.00
37	7	RBSPM18220612	Pedestal, Mobile, 18"d x 22"h, Box, File	\$234.30	\$1,640.10
			~S Source Laminate		
			3M Provincial Oak		
			HY Provincial Oak		
			3M Provincial Oak		
			9 Rectilinear		
			~Mica Mica Colors		
			7 Platinum (Satin)		
			K Key Alike		
				Category Subtotal:	\$1,640.10
M - WAITING ROOMS					
38	2	DRT-20D-16-H	Bali Laminate Drum Table, 20"D x 16"H	\$725.12	\$1,450.24
			(AR) Aria		
			~ No Select		
				Category Subtotal:	\$1,450.24
N - WAITING ROOMS					
39	16	SA510	Accent Stacking Chair with Arms (18.5" seat width)	\$284.68	\$4,554.88
			(GRD3) Accent Grade 3 Selection		
			(CF STINSON) Fabric Grade 3 CF Stinson		

Line #	Qty	Part Number	Part Description	Sell Price	Extended
			(PF) Performance Fabric		
			(NISHIKI) Nishiki 2.0 Soba		
			(GRD4) Accent Grade 4 Selection		
			(MAYER) Fabric Grade 4 Mayer		
			(PF) Performance Fabric		
			(DISCOVERY) Discovery Smoke		
			(GRD4) Accent Grade 4 Selection		
			SS Smooth Silver		
			PG Grey		
			~ No Select		
			~ No Select		
			~ No Select		
			~ No Select		
				Category Subtotal:	\$4,554.88
O - WAITING ROOMS					
40	1	JLKEEDV6M	Digital Lock Key, Versa 6th Generation, Manager Key	\$46.15	\$46.15
41	1	JLKEEDV6P	Digital Lock Key, Versa 6th Generation, Programming Key	\$58.57	\$58.57
42	1	JLKEEDV6U	Digital Lock Key, Versa 6th Generation, User Key	\$29.92	\$29.92
43	1	JLANNS0110S	Locker Number - Set of 10 Plates, Number from 01 to 10, for Solid Door	\$66.21	\$66.21
			~Mica Mica Colors		
			60 Platinum (Satin)		
			N None		
44	1	JLANNS1120S	Locker Number - Set of 10 Plates, Number from 11 to 20, for Solid Door	\$66.21	\$66.21
			~Mica Mica Colors		
			60 Platinum (Satin)		
			N None		

Line #	Qty	Part Number	Part Description	Sell Price	Extended
45	4	JLFC2U421815DRI	Locker_Two-High Cubby_Solid/Digital Lock, 42"h/18"d/15"w, Dual, Door Swing Right, Number Ready H Side Hooks ~S Source Laminate 3H Soft Gris 4H Soft Gris ~Source Source Laminate 3H Soft Gris A Digital Lock Assigned	\$886.78	\$3,547.12
Category Subtotal:					\$3,814.18
P - POLICE TRIAGE					
46	1	9301-A62B	Koble - Single Seat w/ Both Arm GRADE-E Fabric Grade E (EXXX) *** Input Supplier, Pattern, and Color Choice H TOR ULTRAFABRICS MONTAGE TARMAC MGP MGP - Medium Gray Platform Base ~ No Plug ~ No Ganging Clips	\$991.15	\$991.15
Category Subtotal:					\$991.15
Q - POLICE TRIAGE					
47	1	9301-A62L	Koble - Single Seat w/ Left Arm GRADE-E Fabric Grade E (EXXX) *** Input Supplier, Pattern, and Color Choice H TOR ULTRAFABRICS MONTAGE TARMAC MGP MGP - Medium Gray Platform Base ~ No Plug ~ No Ganging Clips	\$861.46	\$861.46
48	1	9301-A62R	Koble - Single Seat w/ Right Arm GRADE-E Fabric Grade E	\$861.46	\$861.46

Line #	Qty	Part Number	Part Description	Sell Price	Extended
			(EXXX) *** Input Supplier, Pattern, and Color Choice H		
			TOR ULTRAFABRICS MONTAGE TARMAC		
			MGP MGP - Medium Gray Platform Base		
			~ No Plug		
			~ No Ganging Clips		
				Category Subtotal:	\$1,722.92
R - POLICE TRIAGE					
49	2	9303	Koble - Table	\$690.89	\$1,381.78
			GRADE-E Fabric Grade E		
			(EXXX) *** Input Supplier, Pattern, and Color Choice H		
			TOR ULTRAFABRICS MONTAGE BEECHNUT		
			MGP MGP - Medium Gray Platform Base		
			WA Florence Walnut		
			~ No Plug		
			~ No Ganging Clips		
				Category Subtotal:	\$1,381.78
				NYS Inside Delivery - 9to5	\$1,540.01 \$1,540.01
				NYS Inside Delivery - Stance	\$4,126.64 \$4,126.64
				NYS Inside Delivery - Teknion	\$5,318.68 \$5,318.68
				Total Sell:	\$70,043.88

Line #	Qty	Part Number	Part Description	Sell Price	Extended
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Signature: _____ Date: _____

- * All quotes are valid for 14 days.
- * 50% Deposit required (NYS Contract & GSA not included).
- * Area must be free, clear & ready to accept furniture.
- * Additional costs apply to any products required to be stair-carried or double handled, unless previously established.
- * All electrical by others.

By signing this quote, you agree to the full Terms & Conditions disclosed on the next page.

Line #	Qty	Part Number	Part Description	Sell Price	Extended
<u>roi Office Interiors - Terms & Conditions</u>					

For purposes of consistency, the PO-issuing party will be referred to as "Buyer" and Roberts Office Interiors, Inc. will be referred to as "Seller".

Quotes: All quotes are valid for 14 days. COVID has added complexity and uncertainty to the global supply chain and availability of raw materials. We do our best to honor our published lead times and prices, however, current conditions may result in delays and increases beyond our control.

Deposits: A 50% deposit is required on all orders as indicated in the quotation (NYS contract & GSA not included).

Payment Terms: Balance is due 30 days from the date of the invoice. The payment period begins at the commencement of installation. In the case of outstanding punchlist items, the Buyer agrees to pay 80% of the invoice amount due, with the remaining balance immediately due upon completion of the open punchlist items. All credit card transactions will be charged a flat fee of 2.5%.

Taxes: Unless otherwise noted, any applicable sales, use, excise or any other taxes are not included in the price quotation and will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax exempt status, a certificate of tax exemption is to be provided prior to order placement. Buyer is responsible for self-assessment of any and all applicable sales taxes due to jurisdictions outside of State.

Revisions, pre-order: Design services include up to (3) drawing revisions at no charge to Buyer. Every revision thereafter will incur a \$75/hr. charge. If Buyer proceeds with the project, this amount will be credited towards the overall project budget. If the project does not move forward, a separate invoice will be submitted.

Changes and Cancellations, post-order: Order changes and cancellation involving the manufacturer are at the discretion of the manufacturer and any additional charges related thereto will be invoiced to the Buyer. All product is custom manufactured to meet customer specifications and, as a result, cannot be returned. Express Ship orders cannot be changed or canceled.

Delays: If the Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as delivered on that date. Charges and costs related to the additional handling, storage and redirecting of product will be the responsibility of Buyer and invoiced to it.

Storage: Seller will store product, without charge, for a maximum of 30 days from the designated delivery date. Thereafter, a 2% storage charge per month will be assessed beginning on the 31st day of product storage.

Site Conditions: The job site will be free and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling & storing of products at the job site. Unless previously established in the accepted quote, stair carrying will not be required for installation of product, and truck unloads will occur within a reasonable distance of the final install location. Charges will be invoiced to Buyer for any excessive handling and additional costs caused by site conditions that were inconsistent with the conditions described on the terms & conditions and the signed quote.

Overtime: Unless otherwise stated, delivery and installation will be made during Seller's normal business hours and any additional labor costs resulting from overtime work performed at Buyer's request or the result of unanticipated site conditions will be invoiced to the Buyer.

Initial Product Claims: Claims for product received damaged will be processed by Seller and will be repaired or replaced to the reasonable satisfaction of Buyer. Seller will not be responsible for delays caused by delivery carrier(s) or parties other than the Seller.

Direct Shipments: In the case of direct shipments where product is delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for notifying the Seller of any damages upon discovery, but not later than a reasonable time thereafter, not to exceed (10) ten days to give time for the Seller to file a claim with the appropriate party.

Warranty: If a product becomes damaged or deficient through normal use, within the warranty period, it is the responsibility of Buyer to notify Seller with sufficient information to submit a claim for replacement. As policies differ among all manufacturers, Seller cannot guarantee that the claim will be approved and Buyer may be responsible for the cost of a replacement.

Exhibit 11



Peter G. Crumme
Town Supervisor

Commercial Zoning Verification

Town of Colonie Building and Fire Services Department
Public Operations Center, 347 Old Niskayuna Road
Latham, New York 12110

Phone POL POL
www.colonie.org/departments/building



THIS APPLICATION IS FOR ZONING VERIFICATION FOR ANY COMMERCIAL PROJECT
FEES ARE DUE AT THE TIME OF APPLICATION
THIS FORM WILL BE ON FILE FOR 1 YEAR

Any proposal which requires a Town of Colonie Building and Zoning Permit or an approval issued by the Town of Colonie Planning Board/Department must first be reviewed by the zoning enforcement officer of the Town of Colonie to determine whether the proposal violates any provision(s) of the Town of Colonie Zoning Laws. The Officer's determination is based solely upon the information submitted on/with this form and such determination is subject to review and change if the project is modified or further information becomes available at a subsequent date. The officer reserves the right to request further information as deemed necessary. A disapproval of the application by the zoning officer means the project, as designed, cannot proceed for the reasons provided. If you the applicant disagree with the zoning officer's determination you may appeal said determination to the Town of Colonie Zoning Board of Appeals. A new Application for Zoning Verification may need to be submitted if the applicable zoning laws change before the proposed action is completed.

NOTE: IF OWNER IS NOT THE SIGNEE, THE SIGNEE SWEARS THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND THAT THE SIGNEE IS AUTHORIZED TO MAKE SUCH APPLICATION.

1. GENERAL INFORMATION:

Address of site of proposed action:

CASE #Z 202501279

713 Troy Schenectady Road, Suite 125, Latham, N.Y.
Number Street City State Zip

Name of applicant Mercer Construction Company LLC

331 Ushers Road, Suite 107, Ballston Lake, N.Y. 12019
Address Number Street City State Zip

Applicant's phone (W) (Cell)

Email Address

Contact person Daniel Saher

Email Address

Phone number (W) (Cell)

Property owner(s) Healthcare Realty Services as Agent for HTA-Region Health, LLC

711 Troy Schenectady Road, Suite 212, Latham, N.Y. 12110
Address Number Street City State Zip

2. Describe the present use of the building and property. (If vacant, so note and list last prior use & tenant).
TENANT SPACE IS VACANT COMMUNITY CARE CARDIOLOGIST SUITE 125.

3. APPLICANT'S PROPOSED ACTION:

A. Is the proposed action a:

- ☐ New building ☐ Addition ☒ Renovation ☐ Accessory Structure ☒ Other For future tenant use
☐ New tenant (business name) ☐ (Including Alterations)
☐ Change of use (new use)
☐ Temporary tent (Date tent will be erected) (Date tent will be removed)
☐ Site change or other (describe below)

B. Proposed use (check where applicable):

- | | | | | |
|--|--|--|---|---|
| ☒ Office | ☐ Warehouse / Storage | ☐ Motor Vehicle Repair Shop | ☐ Supermarket | ☐ Massage |
| ☐ Bank | ☐ Fast Food Establishment | ☐ Motor Vehicle Service Station | ☐ Wholesale | ☐ Messur |
| ☐ Retail | ☐ Restaurant / Bar | ☐ Motor Vehicle Sales | ☐ Industrial | ☐ Police Handout |
| ☐ Bakery | ☐ Convenience Food Store | ☐ Mini Mart | ☐ Day Care Child/Adult | |
| ☐ Hotel | ☐ Personal Service Business | ☐ Multifamily Dwelling | ☐ Nightclub | |
| ☐ School | ☐ Wireless Telecom Facility | ☐ Place of Worship | ☐ Other | |

C. DESCRIBED THE PROPOSED USE IN DETAIL IN A COMPLETE DESCRIPTIVE NARRATIVE.

THIS IS AN EXISTING DEMISED OFFICE SUITE TO BE OCCUPIED BY A NEW TENANT IN THE SAME DEMISED SPACE. THE EXISTING INTERIOR TENANT FIT UP WILL BE DEMOLISHED AS INDICATED ON REMOVAL DRAWINGS.
RENOVATIONS FOR FUTURE TENANT (LANDLORD WORK)

OVER

4. Parcel is located in a Commercial zoning district (refer to Town of Colonie Zoning Map)

5. **SITE INFORMATION:** IF THE APPLICANT PROPOSES ONLY A TENANT CHANGE, THIS SECTION MAY NOT BE REQUIRED TO BE COMPLETED. HOWEVER, THIS SECTION **MUST** BE COMPLETED AND TWO (2) COPIES OF THE PROPOSED SITE PLAN MUST BE SUBMITTED FOR ANY PROPOSAL WHICH INCLUDES A CHANGE OF USE, TEMPORARY TENT, ADDITION, ACCESSORY STRUCTURE OR NEW BUILDING.

A. **TEMPORARY TENT:** Plan may be hand drawn by the applicant and must depict the existing structure(s), if any, the proposed structure/tent, the lot layout, and all new and existing building setbacks.

B. **MAJOR/MINOR OR NONCONFORMING COMMERCIAL SITE OR USE:** Plan must be drawn by a licensed N.Y.S. engineer, architect, surveyor or landscape architect and have upon it: the address of the property, all easements, area of the parcel, abutting public highways, frontage of the lot on public highway, all building setback dimensions, the proposed structure, parking, building heights, and all zoning districts within 300 feet of the site. In OR, COR, HCOR and NCOR zoning districts, the site plan must show existing buildings and front yard setback dimensions for abutting properties on each side.

NOTE: MAJOR/MINOR/NONCONFORMING USE Site Development Proposals are defined in the Town of Colonie Land Use Law Section 190-11(A)(B).

C. Area of Property: _____ acres and _____ square feet Lot Size width _____ depth _____
Length of property on a developed street _____ feet
Is this a corner lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.
Is this a through lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.

Building setbacks:	<u>Existing</u>	<u>Proposed</u>	<u>Existing</u>	<u>Proposed</u>
Front yard	_____ ft.	_____ ft.	Right side yard	_____ ft. _____ ft.
Rear/Front yard	_____ ft.	_____ ft.	Left side yard	_____ ft. _____ ft.

Existing Building Height (at peak) _____ ft. _____ stories New Building Size: Length _____ ft. Width _____ ft.
Proposed Building Height (at peak) _____ ft. _____ stories Density Sq. Ft. per acre _____ Units per acre _____

Gross floor area: existing 96 sq. ft. proposed 210 sq. ft. total _____ sq. ft.

6. SIGNATURE OF APPLICANT [Signature]

DATE 11/19/2025

TOC
BUILDING DEPT



MARCH 27, 2014

hcrp

architects



Commercial Building Permit Application

Phone POL 87(2)(a) - 2

INTERIOR -
DEMO PERMIT REQ.

Permit # 202501977

APPROVAL/DISAPPROVAL
THE BUILDING CODE OF AMERICA

DEC 11 2025

TOWN OF COLONIE
BUILDING DEPT.

713 TROY SCHENECTADY ROAD, SUITE 125, LATHAM, N.Y.

Name of applicant MERCER CONSTRUCTION COMPANY LLC

Address 331 LISHERS ROAD, SUITE 107, BALLSTON LAKE, N.Y. 12019

Phone (W) [REDACTED] (Cell) [REDACTED] Email [REDACTED]

Name of Tenant (if applicable) LANDLORD

Contact Person _____ **Email** _____

Address				
Number	Street	City	State	Zip

Phone Number (W) _____ (Cell) _____ (Fax) _____

Property Owner(s) Name HEALTHCARE REALTY SERVICES, LLC AS AGENT
FOR HTA - REGION HEALTH, LLC

Address 713 TROY SCHENECTADY ROAD, LATHAM, N.Y.

General Contractor MERCEZ CONSTRUCTION COMPANY LLC

Address SAME ABOVE
Number Street

Phone Number (W) _____ (Cell) _____ (Fax) _____

****THE GENERAL CONTRACTOR'S CURRENT CERTIFICATE OF WORKERS COMP (Form C-105.2, U26.3 or CE-200) AND GENERAL LIABILITY INSURANCE (ON ACORD FORM) ARE REQUIRED TO BE ON FILE (Town of Colonie must be certificate holder) WITH THIS OFFICE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT****

Estimated Cost of Construction \$ 50,000. Floor Area of Construction (Sq. Ft.) 15.48 Demo

The building/space fire sprinkler system is: Existing ☒ Proposed ☐ Alteration ☐ N/R ☐
 The building/space fire and smoke detection system is: Existing ☒ Proposed ☐ Alteration ☐ N/R ☐
 The building/space fire alarm system is: Existing ☒ Proposed ☐ Alteration ☐ N/R ☐

SIGNATURE OF APPLICANT [Signature] Date 11/07/2025

PLEASE PRINT NAME LEGIBLY DANIEL R. SAUER

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR OFFICIAL USE ONLY XXX

Fee Amount \$ 1,630 Date Paid/Check No. CK#
(This fee is not refundable)

Application of Mercee Construction Co. LLC Dated 9/7/25
is hereby approved (disapproved).

Reason for refusal of permit

PROPOSED USE Landlord Work for future tenant

12/11/25
Date

Manager

**THIS PERMIT EXPIRES TWO (2) YEARS FROM DATE ISSUED
A SEPARATE SIGN PERMIT APPLICATION IS REQUIRED FOR EACH SIGN TO BE INSTALLED**

Building Permit and Zoning Permit



Peter G. Crummey
Town Supervisor

Town of Colonie

BUILDING DEPARTMENT
347 Old Niskayuna Road
Latham, New York 12110-2286
POL 87(2)(a) -

Chretien T. Voerg, P.E.
Director

Date: **December 12, 2025**

Permit No. **202501977**

PROJECT MUST COMPLY WITH THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE AND THE CODE OF THE TOWN OF COLONIE, CHAPTER 190 (ZONING LAW.)

(This Permit Must Be Kept on the Premises with One Set of Approved Plans and Specifications until Full Completion of the Work Authorized)

NOTE: THIS BUILDING PERMIT FOR COMMERCIAL WORK EXPIRES TWO (2) YEARS FROM DATE ISSUED.

Address of Site of Proposed Action: **713 TROY SCHENECTADY RD**

Permission is hereby granted to:

Name of Applicant: **MERCER CONSTRUCTION COMPANY LLC**

Address of Applicant: **331 USHER RD SUITE 107 BALLSTON LAKE, NY 12019**

Proposed Use: **ALTS/ RENOS- LANDLORD WORK**

Special conditions attached to the Building Permit are as follows: **N/A**

Name of Property Owner: **HEALTHCARE REALTY SERVICES AS AGENT FOR HIA REGION H**

Address of Property Owner: **711 TROY SCHENECTADY RD SUITE 212 Latham, NY 12110**

A handwritten signature in black ink, appearing to read "Chretien T. Voerg", is written over a horizontal line.

Chretien T. Voerg, P.E.
Director

Exhibit 12

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: **Rehabilitation Support Services**
5172 Western Turnpike
Altamont, New York 12009

From: **Mercer Construction Company LLC**
331 Ushers Suite 107
Ballston Lake, New York 12019

Contract For: **Construction Management Services**

Project: **713 Troy Schenectady - Selective Demo**
Demo Existing Space Make Available For New Fit Up
RSS - New Tenant Fit
713 Troy Schenectady Road, Latham, NY

Architect: **Madesign Architecture/Interiors**
875 Spring Avenue
Troy, NY 12180

Application No: 1
Period To: 12/31/2025
Project No.: 24-029

Contract Date:

Distribution To:
☒ Owner
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

1. Original Contract Sum.....	\$ 80,336.37
2. Net change by Change Orders.....	\$ -
3. Contract Sum To Date.....	\$ 80,336.37
4. Total Completed and Stored to Date.....	\$ 33,777.67
5. Retainage: 5 % of Completed Work	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$ 33,777.67
7. TOTAL LINE #6 OF PREVIOUS APPLICATIONS	
8. TOTAL MATERIALS PAID DIRECTLY	\$ -
8. CURRENT PAYMENT DUE SUBS	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 46,558.70
10. CURRENT PAYMENT DUE MERCER	\$ 33,777.67

C.O. SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL APPROVED		
TOTALS	\$ -	\$ -
NET CHANGES BY CHANGE ORDERS	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Mercer Construction Company LLC

By: [Signature]

State of: New York

County of: Saratoga

Subscribed and sworn to before me this 7th day of January, 2026

Notary Public: Ann Sauer
My Commissions expires: June 17, 2029

Date: 1/9/2026

ANN SAUER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SA0038486
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JUNE 17, 2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

ARCHITECT:

BY: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET FOR COST OF WORK PROJECTS

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: 1
Period To: 12/31/2025
Project No.: 24-029

A ITEM NO.	B DESCRIPTION OF WORK	C1 ORIGINAL	C2 CHANGE FROM PREVIOUS APPLICATIONS	C3 CHANGE THIS PERIOD	C4 CURRENT (C1+C2+C3)	D WORK COMPLETED		F MATERIALS DIRECTLY PAID	G TOTAL COMPLETED AND STORED	H % (G - C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
						FROM PREVIOUS APPLICATIONS	THIS PERIOD					
	Conceptual Budget - Demo Phase											
	Selective Demo Permit	1,630.00			1,630.00		1,630.00		1,630.00	100%	-	-
	Blueprints, construction cleaning, dumpsters, common space floor protections, etc.	12,630.00			12,630.00		2,385.17		2,385.17	19%	10,244.83	-
	Selective Demolition	46,200.00			46,200.00		24,837.50		24,837.50	54%	21,362.50	-
	Electrical Shut Down make Demo Safe	7,850.00			7,850.00		4,925.00		4,925.00	63%	2,925.00	-
	SUBTOTAL	68,310.00	-	-	68,310.00	-	33,777.67	-	33,777.67	49%	34,532.33	-
	General Conditions & Fee	6,831.00			6,831.00		-		-		6,831.00	
	General Liability Insurance on Cost of Work	195.37			195.37		-		-		195.37	
	Owners' Contingency	5,000.00			5,000.00						5,000.00	
	Savings											
	TOTAL CONTRACT	80,336.37	-	-	80,336.37	-	33,777.67	-	33,777.67		46,558.70	-



Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

MERCER CONSTRUCTION CO LLC

Page:
Statement Period: Dec
Cust Ref #:
Primary Account #:

MERCER CONSTRUCTION CO LLC 02-21 153
PO BOX 639
CLIFTON PARK, NY 12096 12/12/2025 50-298712 318
60292,9999

Pay to the Order of CITY OF ONEONTA \$ 545.-
FIVE HUNDRED FORTY-FIVE 00 100 Dollars

TD Bank
America's Most Convenient Bank®

For PERMIT D. J. S.

⑆021302567⑆ 6252274427⑈ 0153

#153 12/15 \$545.00

MERCER CONSTRUCTION CO LLC 02-21 154
PO BOX 639
CLIFTON PARK, NY 12096 12/12/2025 50-298712 318
60292,9999

Pay to the Order of TOWN OF COLONIE \$ 1,630.-
ONE THOUSAND SIX HUNDRED THIRTY 00 100 Dollars

TD Bank
America's Most Convenient Bank®

For PERMIT 203501977 D. J. S.

⑆021302567⑆ 6252274427⑈ 0154

#154 12/18 \$1,630.00



Mercer Construction Company LLC
For Date Range November 1, 2025 to December 31, 2025

Date	Employee	Reg. Hours	Hourly Rate	Reg. Amount	OT Hours	OT Amount	Total Amount
24029	713 Troy Schenctady Road - RSS						
1000.000	Project Coordinator						
11/24/2025	Daniel Sauer	4.00	\$95.00	\$380.00	0.00	\$0.00	\$380.00
11/25/2025	Daniel Sauer	0.50	\$95.00	\$47.50	0.00	\$0.00	\$47.50
12/01/2025	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
12/02/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/03/2025	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
12/04/2025	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
12/05/2025	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
12/08/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/09/2025	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
12/10/2025	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
12/11/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/12/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/15/2025	Daniel Sauer	4.00	\$95.00	\$380.00	0.00	\$0.00	\$380.00
12/16/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/17/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/18/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
12/19/2025	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
Total 1000.000 Project Coordinator		29.50		\$2,802.50		\$0.00	\$2,802.50
1010.000	Site Coordinator / Lead Carpenter						
11/11/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
11/25/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
11/26/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
12/08/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
12/10/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
12/11/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
12/22/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
12/23/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
12/24/2025	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/02/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
Total 1010.000 Site Coordinator		80.00		\$7,200.00		\$0.00	\$7,200.00
1030.000	Administrative Assistant						
12/08/2025	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
12/15/2025	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
12/22/2025	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
12/27/2025	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
Total 1030.000 Administrative Assistant		4.00		\$240.00		\$0.00	\$240.00
1100.000	Site Clean Up						
Total 1100.000 Site Clean Up		0.00		\$0.00		\$0.00	\$0.00
2000.000	Selective Demo						
11/12/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
11/12/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
11/17/2025	Jason Cantor	2.00	\$75.00	\$150.00	0.00	\$0.00	\$150.00
11/11/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
11/18/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
11/18/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
11/20/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/16/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/17/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/17/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/18/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00

12/18/2025	Corey Dunham	5.00	\$65.00	\$325.00	0.00	\$0.00	\$325.00
12/19/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/22/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/22/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/23/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/23/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/24/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/24/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/26/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/29/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/29/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/30/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/30/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
12/31/2025	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
12/31/2025	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/02/2026	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00

Total 1100.000 Site Clean Up

95.00	\$6,675.00	\$0.00	\$14,595.00
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TOTAL FOR JOB 24029

\$24,837.50

Mercer Construction Company LLC
For Date Range November 1, 2025 to December 31, 2025

24029 - 713 Troy Schenectady Road - RSS

Date	Vendor	Invoice	Amount
Material Expenses			
<u>GENERAL CONDITIONS</u>			
1100.000	Cleanup		-
Total 1100.000 Cleanup			-
1110.000	Dumpsters		
12/22/25	Twin Bridges	789479	81.00
01/01/26	Twin Bridges	795430	1,920.57
Total 1110.000 Dumpsters			2,001.57
1151.000	Miscellaneous General Condition Items.		
Total 1151.000 Miscellaneous Genereal Condition Items			-
1300.000	Job Tools		
Total 1300.000 Job Tools			-
1400.000	Architectural Drawings & Specs - Blueprint Copies		
12/24/2025	Constructive Copy	12250302	383.60
Total 1400.000 Architectural Copies			383.60
Total General Conditions :			2,385.17
1150.000	Equipment		
Total 1600.000 Equipment Rentals			-
Total 1600.000 Equipment Rentals			-
Materials Total Job 21032			2,385.17



A  Company

PO BOX 442
CLIFTON PARK, NY 12065
POL

INVOICE

Invoice #: 789479

Invoice Date: 12/22/2025

Due Date: 01/21/2026

Bill To:

MERCER CONSTRUCTION
331 USHERS RD
BALLSTON LAKE NY 12019

Service Address:

MERCER CONSTRUCTION
713 TROY SCHENECTADY RD
LATHAM NY 12110

Customer #: 55-20316 6

TWIN BRIDGES WASTE

Date	Description	Quantity	Rate	Amount
12/17/2025	WORK ORDER#: 787061			
12/17/2025	30YD OT DELIVERY	1.00	75.000	75.00
12/17/2025	ALBANY COUNTY SALES TAX			6.00

You can sign up for auto pay. Please
visit our website.
twinbridgeswasteandrecycling.com
You can view or pay your bill online @
www.twinbridgeswasteandrecycling.com
Your access code: 0268504

Sub Total	75.00
Total Taxes	6.00
Total Invoice	81.00

Customer #: 55-20316 6
Service Address: 713 TROY SCHENECTADY RD

Invoice #: 789479

25122255002031660000008100078947910



A  Company

PO BOX 442
CLIFTON PARK, NY 12065
POL

INVOICE

Invoice #: 795430

Invoice Date: 01/01/2026

Due Date: 01/31/2026

Bill To:

MERCER CONSTRUCTION
331 USHERS RD
BALLSTON LAKE NY 12019

Service Address:

MERCER CONSTRUCTION
713 TROY SCHENECTADY RD
LATHAM NY 12110

Customer #: 55-20316 6

TWIN BRIDGES WASTE

Date	Description	Quantity	Rate	Amount
	WORK ORDER#: 788664			
12/22/2025	TONS OF CONSTR DEBRIS	2.13	130.000	276.90
12/22/2025	ALBANY COUNTY SALES TAX			22.15
12/23/2025	30YD OT DUMP & RET	1.00	250.000	250.00
12/23/2025	ALBANY COUNTY SALES TAX			20.00
	WORK ORDER#: 790013			
12/26/2025	30YD OT DUMP & RET	1.00	250.000	250.00
12/26/2025	ALBANY COUNTY SALES TAX			20.00
12/26/2025	TONS OF MSW	2.79	130.000	362.70
12/26/2025	ALBANY COUNTY SALES TAX			29.02
	WORK ORDER#: 791952			
12/31/2025	TONS OF CONSTR DEBRIS	2.99	130.000	388.70
12/31/2025	ALBANY COUNTY SALES TAX			31.10
01/01/2026	30YD OT DUMP & RET	1.00	250.000	250.00
01/01/2026	ALBANY COUNTY SALES TAX			20.00

You can sign up for auto pay. Please
visit our website.
twinbridgeswasteandrecycling.com
You can view or pay your bill online @
www.twinbridgeswasteandrecycling.com
Your access code: 0268504

Sub Total	1,778.30
Total Taxes	142.27
Total Invoice	1,920.57

Customer #: 55-20316 6
Service Address: 713 TROY SCHENECTADY RD

Invoice #: 795430
For Period: ROLL OFF SERVICES

2601015500203166000019205707954307



Invoice

3 Northway Lane, North
Latham, NY 12110

Office: POL 87(2)(a) P

Tax ID 56-2384019

Date	Invoice #
12/24/2025	12250302

Bill To:
Mercer Construction Co, LLC PO Box 636 Clifton Park, NY 12065

Ship To:
Mercer Construction Co, LLC 331 Ushers Road, Suite 107 Ballston Lake, NY 12019

REFERENCE NAME / PO NUMBER	TERMS	REP	ORDERED BY
713-RSS	Net 30	TD	Dan S
DESCRIPTION	QUANTITY		AMOUNT
Color Oversize (line dwgs) - 10 originals x 3 copies = 180 Sqft	180		351.00T
Binding	3		7.50T
Sales Tax			25.10
	Total		\$383.60
	Payments Credits		\$0.00
	Balance Due		\$383.60

All Balances 30 days past due from invoice date will be charged a finance charge of 1.5% per month.

Mercer Construction Company LLC

For Date Range November 1, 2025 to Decmeber 31, 2025

24029 - 713 Troy Schenectady Road - RSS

Date	Vendor	Invoice	Amount
<i>Subcontractor Expenses</i>			
	Comalli Electrical	12/31/2025	4,925.00
Subcontractor Total Job 21032			<u>4,925.00</u>



Comalli Group, Inc
111 Exchange St
Albany, NY 12205

BILL TO
MERCER CONSTRUCTION CO LLC
PO BOX 636
CLIFTON PAR, NY 12065

JOB ADDRESS
713 TROY SCHENECTADY RD
713 Troy-Schenectady Road
Latham, NY 12110 USA

DESCRIPTION OF WORK

Customer PO
Payment Terms Net 45
Due Date 2/14/2026

Perform demo on lights and exit emergency lights. Traced out all outlet circuits and removed them from breakers. Left three outlets in electrical room powered on because the wall is not being disturbed and also two in front lobby area wall because wall is not being demoed left those powered up as well

install temp light stringers

INVOICE
128019181

INVOICE DATE
12/31/2025

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Service & Repairs	BILL FOR SCOPE OF WORK BN26039	1.00	\$4,925.00	\$4,925.00

SUB-TOTAL LABOR	\$0.00
SUB-TOTAL MATERIALS	
TAX	\$0.00
TOTAL DUE	\$4,925.00

Thank you for choosing Comalli Electric
Please remit payment to Comalli Group, Inc
7 Westview Rd Pittsfield, MA 01201
www.comalli.com

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: **Rehabilitation Support Services**
5172 Western Turnpike
Altamont, New York 12009

From: **Mercer Construction Company LLC**
331 Ushers Suite 107
Ballston Lake, New York 12019

Contract For: **Construction Management Services**

Project: **713 Troy Schenectady - Selective Demo**
Demo Existing Space Make Available For New Fit Up
RSS - New Tenant Fit
713 Troy Schenectady Road, Latham, NY

Architect: **Madesign Architecture/Interiors**
875 Spring Avenue
Troy, NY 12180

Application No: 2
Period To: 1/31/2026
Project No.: 24-029

Contract Date:

Distribution To:
☒ Owner
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

1. Original Contract Sum.....	\$ 80,336.37
2. Net change by Change Orders.....	\$ -
3. Contract Sum To Date.....	\$ 80,336.37
4. Total Completed and Stored to Date.....	\$ 71,237.45
5. Retainage: 5 % of Completed Work	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$ 71,237.45
7. TOTAL LINE #6 OF PREVIOUS APPLICATIONS	\$ 33,777.67
8. TOTAL MATERIALS PAID DIRECTLY	\$ -
8. CURRENT PAYMENT DUE SUBS	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 9,098.92
10. CURRENT PAYMENT DUE MERCER	\$ 37,459.78

C.O. SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL APPROVED		
TOTALS	\$ -	\$ -
NET CHANGES BY CHANGE ORDERS	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Mercer Construction Company LLC

By: 

State of: New York

County of: Saratoga

Subscribed and sworn to before me this 3rd day of February, 2026

Notary Public: Ann Sauer
My Commissions expires: June 17, 2029

Date: 2/3/2026

ANN SAUER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SA0038486
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JUNE 17, 2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

ARCHITECT:

BY: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET FOR COST OF WORK PROJECTS

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 2
Period To: 1/31/2026
Project No.: 24-029

A	B	C1	C2	C3	C4	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL	CHANGE FROM PREVIOUS APPLICATIONS	CHANGE THIS PERIOD	CURRENT (C1+C2+C3)	WORK COMPLETED		MATERIALS DIRECTLY PAID	TOTAL COMPLETED AND STORED	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE
						FROM PREVIOUS APPLICATIONS	THIS PERIOD					
	Conceptual Budget - Demo Phase											
	Selective Demo Permit	1,630.00			1,630.00	1,630.00	-		1,630.00	100%	-	-
	Blueprints, construction cleaning, dumpsters, common space floor protections, etc.	11,562.50			11,562.50	2,385.17	8,376.04		10,761.21	93%	801.29	-
	Selective Demolition	47,267.50			47,267.50	24,837.50	22,430.00		47,267.50	100%	-	-
	Electrical Shut Down make Demo Safe	7,850.00			7,850.00	4,925.00	-		4,925.00	63%	2,925.00	-
	SUBTOTAL	68,310.00	-	-	68,310.00	33,777.67	30,806.04	-	64,583.71	95%	3,726.29	-
	General Conditions & Fee	6,831.00			6,831.00		6,458.37		6,458.37		372.63	
	General Liability Insurance on Cost of Work	195.37			195.37		195.37		195.37		-	
	Owners' Contingency	5,000.00			5,000.00		-				5,000.00	
	Savings											
	TOTAL CONTRACT	80,336.37	-	-	80,336.37	33,777.67	37,459.78	-	71,237.45		9,098.92	-

Mercer Construction Company LLC
For Date Range November 31, 2025 to January 31, 2026

Date	Employee	Reg. Hours	Hourly Rate	Reg. Amount	OT Hours	OT Amount	Total Amount
24029	713 Troy Schenctady Road - RSS						
1000.000	Project Coordinator						
01/05/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
01/06/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
01/07/2026	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
01/08/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
01/09/2026	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
01/12/2026	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
01/13/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
01/14/2026	Daniel Sauer	0.50	\$95.00	\$47.50	0.00	\$0.00	\$47.50
01/15/2026	Daniel Sauer	1.00	\$95.00	\$95.00	0.00	\$0.00	\$95.00
01/16/2026	Daniel Sauer	0.00	\$95.00	\$0.00	0.00	\$0.00	\$0.00
01/19/2026	Daniel Sauer	3.00	\$95.00	\$285.00	0.00	\$0.00	\$285.00
01/20/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
01/21/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
1/22/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
1/23/2026	Daniel Sauer	2.00	\$95.00	\$190.00	0.00	\$0.00	\$190.00
Total 1000.000 Project Coordinator		23.50		\$2,232.50		\$0.00	\$2,232.50
1010.000	Site Coordinator / Lead Carpenter						
01/05/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/06/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/07/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/08/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/09/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/12/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/13/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/14/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/15/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/16/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/19/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/20/2026	Matthew Ludwin	8.00	\$90.00	\$720.00	0.00	\$0.00	\$720.00
01/21/2026	Matthew Ludwin	3.00	\$90.00	\$270.00	0.00	\$0.00	\$270.00
1/22/2026	Matthew Ludwin	3.00	\$90.00	\$270.00	0.00	\$0.00	\$270.00
1/23/2026	Matthew Ludwin	4.00	\$90.00	\$360.00	0.00	\$0.00	\$360.00
Total 1010.000 Site Coordinator		0.00		\$0.00		\$0.00	\$9,540.00
1030.000	Administrative Assistant						
01/05/2026	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
01/12/2026	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
01/19/2026	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
01/26/2026	John Wilson	1.00	\$60.00	\$60.00	0.00	\$0.00	\$60.00
Total 1030.000 Administrative Assistant		4.00		\$240.00		\$0.00	\$240.00
1100.000	Site Clean Up						
Total 1100.000 Site Clean Up		0.00		\$0.00		\$0.00	\$0.00
2000.000	Selective Demo						
01/05/2026	Jason Cantor	0.00	\$75.00	\$0.00	0.00	\$0.00	\$0.00
01/05/2026	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/06/2026	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/06/2026	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/07/2026	Jason Cantor	0.00	\$75.00	\$0.00	0.00	\$0.00	\$0.00
01/07/2026	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/08/2026	Jason Cantor	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/08/2026	Corey Dunham	5.50	\$75.00	\$412.50	0.00	\$0.00	\$412.50
01/09/2026	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00

01/09/2026	Corey Dunham	0.00	\$65.00	\$0.00	0.00	\$0.00	\$0.00
01/12/2026	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/12/2026	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/13/2026	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/13/2026	Corey Dunham	0.00	\$75.00	\$0.00	0.00	\$0.00	\$0.00
01/14/2026	Jason Cantor	0.00	\$65.00	\$0.00	0.00	\$0.00	\$0.00
01/14/2026	Corey Dunham	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/15/2026	Jason Cantor	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/15/2026	Corey Dunham	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/16/2026	Jason Cantor	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/16/2026	Corey Dunham	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/19/2026	Jason Cantor	8.00	\$75.00	\$600.00	0.00	\$0.00	\$600.00
01/19/2026	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00
01/20/2026	Jason Cantor	7.00	\$75.00	\$525.00	0.00	\$0.00	\$525.00
01/20/2026	Corey Dunham	8.00	\$65.00	\$520.00	0.00	\$0.00	\$520.00

Total 1100.000 Site Clean Up

77.50

\$5,412.50

\$0.00 \$10,417.50

TOTAL FOR JOB 24029

\$22,430.00

Mercer Construction Company LLC

For Date Range December 31, 2025 to January 31, 2026

24029 - 713 Troy Schenectady Road - RSS

Date	Vendor	Invoice	Amount
Material Expenses			
GENERAL CONDITIONS			
1100.000 Cleanup			
			-
Total 1100.000 Cleanup			-
1110.000 Dumpsters			
01/01/26	Twin Bridges	795430	1,920.57
01/12/26	Twin Bridges	799050	1,420.31
01/26/26	Twin Bridges	804468	674.35
Total 1110.000 Dumpsters			4,015.23
1151.000 Miscellaneous General Condition Items.			
12/19/2025	Home Depot	1239-0005124743	65.76
01/12/2026	Home Depot	1259-0005121157	8.43
12/22/2025	Home Depot	00002-9670	15.10
1/12/2026	Lowe's	316232685	130.00
12/22/2025	Home Depot	1269-0000236166	27.01
01/19/2026	Home Depot	1259-000226944	28.65
12/18/2025	Kamco	2512-187646	701.99
10/31/2025	Couch White	69	637.50
12/31/2025	Couch White	71	212.50
Total 1151.000 Miscellaneous Genereal Condition Items			1,826.94
1300.000 Job Tools			
			-
Total 1300.000 Job Tools			-
1400.000 Architectural Drawings & Specs - Blueprint Copies			
01/08/26	Constructive Copy	1260070	96.30
1/21/2026	Constructive Copy	1260247	127.87
Total 1400.000 Architectural Copies			224.17
Total General Conditions :			6,066.34
1150.000 Equipment			
01/13/2026	Sunbelt	178650326-0001	1,472.68
01/16/2026	Sunbelt	178617890-0001	837.02
Total 1600.000 Equipment Rentals			2,309.70
Total 1600.000 Equipment Rentals			2,309.70
Materials Total Job 21032			8,376.04

Mercer Construction Company LLC

For Date Range December 31, 2025 to January 31, 2026

24029 - 713 Troy Schenectady Road - RSS

Date	Vendor	Invoice	Amount
Subcontractor Expenses			

Subcontractor Total Job 21032 -



Tax ID 56-2384019

Date	Invoice #
1/8/2026	01260070

Bill To:
Mercer Construction Co, LLC PO Box 636 Clifton Park, NY 12065

Ship To:
Mercer Construction Co, LLC 331 Ushers Road, Suite 107 Ballston Lake, NY 12019

REFERENCE NAME / PO NUMBER	TERMS	REP	ORDERED BY
713 Fire Sprinkler	Net 30	TD	Dan S
DESCRIPTION	QUANTITY	AMOUNT	
Color Oversize (full color) - one original x 3 copies = 18 Sqft Sales Tax	18	90.00T 6.30	
24029			
	Total	\$96.30	
	Payments Credits	\$0.00	
	Balance Due	\$96.30	

All Balances 30 days past due from invoice date will be charged a finance charge of 1.5% per month.



Mercer Construction Co. LLC

Invoice

JAN 21 2026

3 Northway Lane, North
Latham, NY 12110
Office: POL 87(2)(a) - 2
Tax ID 56-2384019

Date	Invoice #
1/21/2026	01260247

Bill To:
Mercer Construction Co, LLC PO Box 636 Clifton Park, NY 12065

Ship To:
Mercer Construction Co, LLC 331 Ushers Road, Suite 107 Ballston Lake, NY 12019

REFERENCE NAME / PO NUMBER	TERMS	REP	ORDERED BY
713 Troy Schenectady Rd	Net 30	TD	Dan Sauer
DESCRIPTION	QUANTITY		AMOUNT
Color Oversize (line dwgs) - 10 originals x one copy = 60 Sqft Binding Sales Tax	60		117.00T
	1		2.50T
			8.37
	Total		\$127.87
	Payments Credits		\$0.00
	Balance Due		\$127.87

All Balances 30 days past due from invoice date will be charged a finance charge of 1.5% per month.

www.constructivecopy.com



A **Casella** Company

PO BOX 442
CLIFTON PARK, NY
12065

Mercer Construction Co. LLC

JAN 13 2026

INVOICE

Invoice #: 795430

Invoice Date: 01/01/2026

Due Date: 01/31/2026



000118

Bill To:

MERCER CONSTRUCTION
331 USHERS RD
BALLSTON LAKE NY 12019

Service Address:

MERCER CONSTRUCTION
713 TROY SCHENECTADY RD
LATHAM NY 12110

Customer #: 55-20316 6

TWIN BRIDGES WASTE

Date	Description	Quantity	Rate	Amount
	WORK ORDER#: 788664			
12/22/2025	TONS OF CONSTR DEBRIS	2.13	130.000	276.90
12/22/2025	ALBANY COUNTY SALES TAX			22.15
12/23/2025	30YD OT DUMP & RET	1.00	250.000	250.00
12/23/2025	ALBANY COUNTY SALES TAX			20.00
	WORK ORDER#: 790013			
12/26/2025	30YD OT DUMP & RET	1.00	250.000	250.00
12/26/2025	ALBANY COUNTY SALES TAX			20.00
12/26/2025	TONS OF MSW	2.79	130.000	362.70
12/26/2025	ALBANY COUNTY SALES TAX			29.02
	WORK ORDER#: 791952			
12/31/2025	TONS OF CONSTR DEBRIS	2.99	130.000	388.70
12/31/2025	ALBANY COUNTY SALES TAX			31.10
01/01/2026	30YD OT DUMP & RET	1.00	250.000	250.00
01/01/2026	ALBANY COUNTY SALES TAX			20.00

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visit our website.
twinbridgeswasteandrecycling.com
You can view or pay your bill online @
www.twinbridgeswasteandrecycling.com
Your access code: 0268504

Sub Total	1,778.30
Total Taxes	142.27
Total Invoice	1,920.57

Customer #: 55-20316 6
Service Address: 713 TROY SCHENECTADY RD

Invoice #: 795430
For Period: ROLL OFF SERVICES

2601015500203166000019205707954307



A  Company

PO BOX 442
CLIFTON PARK, NY
12065

INVOICE

Invoice #: 799050

Invoice Date: 01/12/2026

Due Date: 02/11/2026

Mercer Construction Co. LLC

000065

JAN 21 2026

Bill To:

MERCER CONSTRUCTION
331 USHERS RD
BALLSTON LAKE NY 12019

Service Address:

MERCER CONSTRUCTION
713 TROY SCHENECTADY RD
LATHAM NY 12110

Customer #: 55-20316 6

TWIN BRIDGES WASTE

Date	Description	Quantity	Rate	Amount
	WORK ORDER#: 792640			
12/31/2025	30YD OT DUMP & RET	1.00	250.000	250.00
12/31/2025	ALBANY COUNTY SALES TAX			20.00
01/01/2026	TONS OF CONSTR DEBRIS	2.64	130.000	343.20
01/01/2026	ALBANY COUNTY SALES TAX			27.46
	WORK ORDER#: 797567			
01/09/2026	30YD OT DUMP & RET	1.00	250.000	250.00
01/09/2026	ALBANY COUNTY SALES TAX			20.00
01/09/2026	TONS OF CONSTR DEBRIS	3.63	130.000	471.90
01/09/2026	ALBANY COUNTY SALES TAX			37.75

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visit our website.

twinbridgeswasteandrecycling.com

You can view or pay your bill online @
www.twinbridgeswasteandrecycling.com

Your access code: 0268504

Sub Total	1,315.10
Total Taxes	105.21
Total Invoice	1,420.31

Customer #: 55-20316 6
Service Address: 713 TROY SCHENECTADY RD

Invoice #: 799050

2601125500203166000014203107990502



A  Company

PO BOX 442
CLIFTON PARK, NY 12065
POL

INVOICE

Mercer Construction Co. LLC

JAN 27 2026

Invoice #: 804468

Invoice Date: 01/26/2026

Due Date: 02/25/2026

Bill To:

MERCER CONSTRUCTION
331 USHERS RD
BALLSTON LAKE NY 12019

Service Address:

MERCER CONSTRUCTION
713 TROY SCHENECTADY RD
LATHAM NY 12110

Customer #: 55-20316 6

TWIN BRIDGES WASTE

Date	Description	Quantity	Rate	Amount
01/21/2026	WORK ORDER#: 801793			
01/21/2026	30YD OT REMOVAL	1.00	250.000	250.00
01/21/2026	ALBANY COUNTY SALES TAX			20.00
01/21/2026	TONS OF CONSTR DEBRIS	2.88	130.000	374.40
01/21/2026	ALBANY COUNTY SALES TAX			29.95

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visit our website.

twinbridgeswasteandrecycling.com

You can view or pay your bill online @
www.twinbridgeswasteandrecycling.com

Your access code: 0268504

Sub Total	624.40
Total Taxes	49.95
Total Invoice	674.35

Customer #: 55-20316 6
Service Address: 713 TROY SCHENECTADY RD

Invoice #: 804468

2601265500203166000006743508044684

JAN 16 2026

713

How doers
get more done.2500 CAMEL 12/19/25 06:42 AM
STORE MANAGER TONY PORCELLO1239 0001 24743 12/19/25 06:42 AM
SALE SELF CHECKOUT052427005595 ALLWEATHER <A> 12.90
GORILLA ALL WEATHER TAPE 25YD
031949619565 20X20 FPR7 <A>
20X20X1 HDX FPR 7 FILTR

POL

47.91

SUBTOTAL 60.89

SALES TAX 4.67

TOTAL \$65.76

XXXXXXXXXXXX1171 AMEX

USD\$ 65.76

TA

AUTH CODE 805170/8013678

Chip Read

AID A000000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-0102 SUMMARY
THIS RECEIPT PO/JOB NAME: 713

2025 PRO XTRA SPEND 12/18: \$7,155.04

INCLUDES:

Pro Xtra Paint 2025 Savings \$153.05

Get the CREDIT LINE your business needs
PLUS earn Peaks 4X FASTER when you join
Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/credit

1239 12/19/25 06:42 AM



1239 01 24743 12/19/2025 4189

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 03/19/2026

713 ✓

How doers
get more done.

(POL 87(2)(a))

STORE MANAGER TONY PORCELLO

1259 00051 21157 01/12/26 11:04 AM
SALE SELF CHECKOUT

-----Military Discount-----

062852150173 1/2 CPVC CAP <A> <M>

1/2" CPVC CAP SLIP

1200.58

6.96

MAX REFUND VALUE \$6.25/12

062852150180 3/4 CPVC CAP <A> <M>

3/4" CPVC CAP SLIP

200.86

1.72

MAX REFUND VALUE \$1.56/2

Military Discount

-0.87

SUBTOTAL 7.81

SALES TAX 0.62

TOTAL

\$8.43

XXXXXXXXXXXX1171 AMEX

USD\$ 8.43

AUTH CODE 841494/4513497

Chip Read

AID A000000025010801 AMERICAN EXPRESS

<M> = Military Appreciation

1259 01/12/26 11:04 AM



1259 51 21157 01/12/2026 0590

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 04/12/2026

JAN 16 2026

713



How does
get more done.

AMBRIDGE R. SCHEMECTADY, NY 12004
MANAGER: CARM CARBONE 518 388-9121

00002 967 12/22/25 06:40 AM
KCHIER ABI: IL

060142 2X4 HT WY <A> 6.48
-10FT PKEM SPF
060098 2X4 KD-HT <A>
1-96" PREMIUM TEWOOD KD-HT STUD 7.50
1.75

SUBTOT 13.98
SALES 1.12
TOTAL 15.10

XXXXXX1171 AMEX JSD\$ 1

CODE 8860735025034
Read
000000025010801 AMEX N EXPRESS

PRO XTRA MEMBER STATION

TRA ###-###-0102 SUMMARY
RECEIPT PO#JOB NAME: 713

PRO XTRA SPEND 12/21: \$15.10

the CREDIT LINE your business has
earn Perks 4x FASTER when you
tra, register, & use your PRO XTRA
t Card. Apply and SAVE UP TO 10%
more at homedepot.com/credit

9 12/22/25 06:40 AM



1239 02 96780 12/22/2025 7276

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 03/22/26

713



SIGN IN TO TRACK REWARDS AND MANAGE ACCOUNT

LOWE'S HOME CENTERS, LLC

790 LOUDON ROAD

LATHAM, NY 12110 POL 87(2)(a)

- MILITARY - PERSONAL USE SALE -

- SALE -

SALES#: S1177TGI 5358755 TRANS#: 316232685 01-12-26

23896 3/4-IN PVC CAP SLIP 1.48

0.82 DISCOUNT EACH -0.08

2 @ 0.74

23937 1/2-IN PVC CAP SLIP 7.20

0.67 DISCOUNT EACH -0.07

12 @ 0.60

792037 FERRO 2-IN FLEX PIP CAP 68.80

4.78 DISCOUNT EACH -0.48

16 @ 4.30

150887 ORTEY 8-OZ HANDIPAK 10.51

11.68 DISCOUNT EACH -1.17

5462086 KT-PLIERS LINESMAN NE 9IN 32.38

35.98 DISCOUNT EACH -3.60

SUBTOTAL: 120.37

TOTAL TAX: 9.63

INVOICE 81501 TOTAL: 130.00

AMEX: 130.00

TOTAL SAVINGS THIS TRIP: \$13.45

Mercer Construction Co. LLC

JAN 16 2026



How does
get more done.

HALFMOON, NY 12065 (518)348-1111
STORE HOURS MON-SAT 9AM-9PM SUN 10AM-6PM

1269 1002 36166 12/22/25 10:25
SALE C SHIER ASHLEY

662909637574 YELLOW 4-POI <A>
PIP RATCHET YELLOW HARD HAT
2@12.62 25.24

SUBTOTAL 25.24

SALES TAX 1.77

TOTAL \$27.01

XXXXXXXXXXXX1171 AMEX USD\$ 27.01

AUTH CODE 802645/5021650

Contactless

AID A000000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-0102 SUMMARY

THIS RECEIPT PO/JOB NAME: 00

2025 PRO XTRA SPEND 12 1 2 01

Get the CREDIT LINE your business
PLUS earn Perks 4X FASTER when you
Pro Xtra member, & use your Pro Xtra
credit. Apply and SAVE UP TO \$1,000
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1269 12/22/25 10:25 A



1269 02 36166 12/22/2025 6545

RETURN POLICY DEFINITIONS

ICY ID DAYS POLICY EXPIRES ON

A 1 90 12/22/2026

24029 ✓



**How doers
get more done.**

(POL 87(2)(a) -

STORE MANAGER TONY PORCELLO

1259 00002 26944 01/19/26 10:41 AM
SALE CASHIER GRACE

076174470482 RED CHALK <A> 4.97
DEWALT CHALK 8OZ RED
020066221409 PAINT <A> 10.78
PRO 2X MARK WHITE 15OZ
020066221416 PAINT <A> 10.78
PRO 2X MARK CLEAR 15OZ

SUBTOTAL 26.53
SALES TAX 2.12
TOTAL \$28.65

XXXXXXXXXXXX1171 AMEX USD\$ 28.65

AUTH CODE 827103/7021805 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-0102 SUMMARY
THIS RECEIPT PO/JOB NAME: 713

2026 PRO XTRA SPEND 01/18: \$7.81

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1259 01/19/26 10:41 AM



1259 02 26944 01/19/2026 4057

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	90	04/19/2026

BUILDING THE FUTURE - TOGETHER



Albany
Kamco Supply Corp of NE
36 Railroad Avenue
Albany NY 12205
POL 87(2)(a)
Fax: POL 87(2)(a) -

CUSTOMER COPY



INVOICE

2512-187646 PAGE 1 OF 1

SOLD TO
Mercer Constructon Co.,LLC 331 Usher Road #7 Ballston Lake NY 12019

JOB ADDRESS
Mercer Constructon Co.,LLC 331 Usher Road #7 Ballston Lake NY 12019 POL 87(2)(a)

ACCOUNT	JOB
09276	0
SOLD ON	12/18/2025 9:10:25 AM
CUST PICKUP	
BRANCH	AL
CUSTOMER PO#	.
STATION	ALAB
CASHIER	ALAB
SALESPERSON	GF1
ORDER ENTRY	ALKMC

We install Commercial Door &
Div 10 Specialties Packages.
Contact Kamco for a quote.

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EA	DUC1	Order: 2512-A86735 DUMP CART 1.0 CUBIC		A	POL	EA	649.99

Payment Method(s)

Charge to Acct 701.99

NYAL1 8.00%	SubTotal	649.99
	Sales Tax	52.00
	Deposit	
Please Pay This Amount		701.99

Remit To: PO Box 530 ,Wallingford, CT 06492
Deduct 1% of the SubTotal if paid by the 10th of next month. Avoid a 1.5%
finance charge by paying invoice in full by end of following month.
+No refund or credit for non-stock material.

Signature

BUILDING THE FUTURE - TOGETHER



Albany
Kamco Supply Corp of NE
36 Railroad Avenue
Albany NY 12205
Mercer Construction Co., LLC
Fax: POL 87(2)(a) -

Mercer Construction Co., LLC

JAN 16 2025

Tools
DISPATCH COPY



ORDER

2512-A86735

PAGE 1 OF 1

SOLD TO
Mercer Construcion Co.,LLC 331 Usher Road #7 Ballston Lake NY 12019

JOB ADDRESS
Mercer Construcion Co.,LLC 331 Usher Road #7 Ballston Lake NY 12019 POL 87(2)(a) -

ACCOUNT	JOB
09276	0
ORDERED ON	12/17/2025 11:41:44
CUST PICKUP	***
BRANCH	AL
CUSTOMER PO#	.
STATION	ALKT
CASHIER	ALKMC
SALESPERSON	GF1
ORDER ENTRY	ALKMC
MODIFIED BY	ALKMC

We install Commercial Door &
Div 10 Specialties Packages.
Contact Kamco for a quote.

Yard	Quantity	Remaining	U/M	Item	Description	Location	Notes
	1	1	EA	DUC1	DUMP CART 1.0 CUBIC		

Stager	Loader	Driver	Truck	Time	BF	SF	Weight	Cubes	Route
					0	0	0	0	
Receiver:		Received in Good Condition							



SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

JAN 15 2026

102 - 5967 - 6061

MERCER CONSTRUCTION COMPANY LL
PO BOX 636
SUITE 107
CLIFTON PARK, NY 12065-0636

MEDICAL BUILDING LATHAM
713 TROY SCHENECTADY RD
LATHAM, NY 12110 2490

POL 87(2)(a) - 2

INVOICE NO. 178650326-0001

ACCOUNT NO. 781305

INVOICE DATE	1/13/26
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PAGE 1 of 1

RECEIVED BY

LUDWIN, MATT

CONTRACT NO.

178650326

PURCHASE ORDER NO.

NR

JOB NO.

MEDICAL BUILDING LAT

BRANCH

ALBANY NY FLOORING SOLUTIONS
859 1ST ST
WATERVLIET, NY 12189 3536
POL 87(2)(a) - 2

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1.00	FLOOR SCRAPER 600# ELEC SELFP 10946051 Make: NAT FLOOR Model: 6280HD-COM-SUN Ser #: 6280HD-120440 Billed from 1/07/26 thru 1/09/26 # vct blades	285.00	285.00	875.00	3600.00	855.00
Rental Sub-total:						855.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
3	4X10X.094	EA	45.102			135.31
1	TILE STRIPPER BLADE 10" X 4" X.094" (THI	EA	56.610			56.61
1	DLPKSRCHG	EA	56.610			56.61
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	10.680			10.68
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
	DELIVERY CHARGE					153.00
	PICKUP CHARGE					153.00
FINAL BILL: 1/07/26 08:00 AM THRU 1/09/26 03:00 PM.						

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30

Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL	1,363.60
-----------------	----------

SALES TAX	109.08
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INVOICE TOTAL	1,472.68
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RENTAL RETURN

JESSICA DIEDRICHSON POL 87(2)(a) - 2



SUNBELT[®]
RENTALS

Mercer Construction Co. LLC

INVOICE
SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

JAN 19 2026

INVOICE NO. 178617890-0001

ACCOUNT NO. 781305

INVOICE DATE 1/16/26

PAGE 1 of 1

INVOICE TO

1oz - 5927 - 6013

MERCER CONSTRUCTION COMPANY LL
PO BOX 636
SUITE 107
CLIFTON PARK, NY 12065-0636

JOB ADDRESS

MEDICAL BUILDING LATHAM
713 TROY SCHENECTADY RD
LATHAM, NY 12110 2490

POL 87(2)(a) - 2

RECEIVED BY

LUDWIN, MATT

CONTRACT NO.

178617890

PURCHASE ORDER NO.

NR

JOB NO.

MEDICAL BUILDING LAT

BRANCH

LATHAM PC287
272 WOLF RD
LATHAM, NY 12110 4805
POL 87(2)(a) - 2

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1.00	19' ELECT SCISSORLIFT	163.00	163.00	246.00	425.00	425.00
	10046751 Make: JLG Model: 1930ES Ser #: M200022347					
	HR OUT: 325.299 HR IN: 327.473 TOTAL: 2.174					
	Rental Sub-total:					425.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	53.650			53.65
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	6.370			6.37
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
	DELIVERY CHARGE					145.00
	PICKUP CHARGE					145.00
	BILLED FOR FOUR WEEKS 1/07/26 THRU 2/03/26.					

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30

Invoices not paid within 30 days may be subject to a 1-1/2%
per month charge.

SUBTOTAL

775.02

SALES TAX

62.00

INVOICE TOTAL

837.02

4 WEEK BILL

JESSICA DIEDRICHSON

POL 87(2)(a) - 2

Mercer Construction Co. LLC

COUCH WHITE LLP

✓
JH

DEC 03 2025

ALBANY, NEW YORK CITY & SARATOGA SPRINGS, NY | HARTFORD, CT

540 Broadway | PO Box 22222 | Albany, NY 12201 couchwhite.com

FEDERAL TAX I.D. NO. 14-1709118

MERCER CONSTRUCTION COMPANY, LLC
331 USHERS ROAD, SUITE 107
BALLSTON LAKE, NY 12019

Invoice Date: October 31, 2025
Account No. 7197.19758
Invoice No. 69

ATTN:DANIEL R. SAUER

GENERAL REPRESENTATION

FOR PROFESSIONAL SERVICES RENDERED

		HOURS
10/06/2025		
HDG	RE REHABILITATION SUPPORT SERVICES PROJECT:	
	BRIEF REVIEW OF LEASE; TEL CON WITH DAN	0.30
HDG	REVIEW OF REHABILITATION SERVICES LEASE	0.40
10/07/2025		
HDG	RE REHAB SUPPORT SERVICES PROJECT: COMPLETE	
	REVIEW OF LEASE AND WORK LETTER	
	REQUIREMENTS	0.50
10/08/2025		
HDG	TEL CON WITH DAN RE REHABILITATION SERVICES	
	PROJECT	0.30
10/10/2025		
BRW	[REDACTED]	
	[REDACTED]	
10/17/2025		
BRW	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
10/27/2025		
BRW	[REDACTED]	
	[REDACTED]	
	FOR CURRENT SERVICES RENDERED	1.50
		no charge
		980.50

Please Detach and Return This Portion With Your Remittance

Please make your checks payable to Couch White, LLP.

Invoice Date: 10/31/2025
Invoice No. 69
Account No. 7197.19758

Amount Enclosed \$

INTEREST CHARGED ON UNPAID BALANCE AFTER SIXTY DAYS FROM RECEIPT OF INVOICE- 1% PER MONTH

MERCER CONSTRUCTION COMPANY, LL

Invoice Date: 10/31/2025
Invoice No. 69
Account No. 7197.19758



RECAPITULATION

TIMEKEEPER
HAROLD D. GORDON

HOURS
1.50

HOURLY RATE
\$425.00

TOTAL
\$637.50

TOTAL CURRENT WORK FOR THIS INVOICE

\$ 637.50

PREVIOUS BALANCE

\$379.35

TOTAL PAYMENTS

-379.35

BALANCE DUE ON ACCOUNT

NET 30 DAYS FROM DATE RECEIVED

Mercer Construction Co. LLC

COUCH WHITE^{LLP}

JAN 21 2026

ALBANY, NEW YORK CITY & SARATOGA SPRINGS, NY | HARTFORD, CT

540 Broadway | PO Box 22222 | Albany, NY 12201 couchwhite.com

FEDERAL TAX I.D. NO. 14-1709118

MERCER CONSTRUCTION COMPANY, LLC
331 USHERS ROAD, SUITE 107
BALLSTON LAKE, NY 12019

Invoice Date: December 31, 2025
Account No. 7197.19758
Invoice No. 71

ATTN: DANIEL R. SAUER

GENERAL REPRESENTATION

FOR PROFESSIONAL SERVICES RENDERED

		HOURS	
12/10/2025			
HDG	[REDACTED]		
	[REDACTED]		
12/15/2025			
HDG	TEL CON WITH DAN RE RSS PROJECT; REVIEW RSS LEASE	0.50	
	FOR CURRENT SERVICES RENDERED	[REDACTED]	425.00
		1.50	
<u>RECAPITULATION</u>			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL \$</u>
HAROLD D. GORDON	1.50	\$425.00	[REDACTED] 212.50
TOTAL CURRENT WORK FOR THIS INVOICE			[REDACTED] 212.50
PREVIOUS BALANCE			[REDACTED]
TOTAL PAYMENTS			[REDACTED]
BALANCE DUE ON ACCOUNT			[REDACTED]

NET 30 DAYS FROM DATE RECEIVED

Please Detach and Return This Portion With Your Remittance

Please make your checks payable to Couch White, LLP.

INTEREST CHARGED ON UNPAID BALANCE AFTER SIXTY DAYS FROM RECEIPT OF INVOICE- 1% PER MONTH

Invoice Date: 12/31/2025
Invoice No. 71
Account No. 7197.19758
Amount Enclosed \$

Exhibit 13

Communications and education to community leaders and stakeholders since 2024:

Albany County Department of Mental Health (Incl. Director of Community Services Stephen Giordano, Deputy Director Cindy Hoffman, Clinical Director of Emergency/Crisis Services Katie Flanigan and others)
Schenectady County Director of Community Services, Darin Samaha
Rensselaer County Commissioner Kathy Coons, Deputy Commissioner Kirstein DonVito
Saratoga County Commissioner of Mental Health Megan Johnson (prior conversations with previous Commissioner Michael Prezioso)

Albany Medical Center Chair of the Department of Emergency Medicine Denis Pauze, M.D.
St. Peter's Health Partners Clinical Executive of Integrated Care Coordination Services
Deborah House
Capital District Psychiatric Center Executive Director Deborah Murray, Deputy Director Karin Rohs
Saratoga Hospital - RJ Stutzman, Dr. Edward Amyot

Albany Police Department - Chief Cox, his designees and representatives of their new community diversion "CART team"(Community Advocacy Response Team)
Colonie Police Department - Chief Gerace, Sergeant Clough, mental health response officers and EMS leads
Albany County Sheriff designees Inspector David Poole (Deputy Director of Emergency Management) and Inspector Tom Praisner
Schenectady Police Department - Ryan Macherone
Troy Police Department - Matt Montanino
University Heights Director of Public Safety Bob Sears
Albany Police Department - Retired Chief Bob Wolfgang

Glenn Liebman - CEO Mental Health Association of New York State
Harvey Rosenthal - CEO The Alliance for Rights and Recovery (formerly NYAPRS)
Keith Brennan, Esq. - Attorney for Barclay Damon, formerly attorney for New York State Office Mental Health
Keith McCarthy - Independent Consultant; former Associate Commissioner NYS Office for Substance Addiction Services and Supports (OASAS) and Director Bureau of Inspection and Certification NYS Office of Mental Health (OMH)
Don Kamin - Director Institute for Police, Mental Health and Community Collaboration
Matt Shapiro - Mental Health Association New York State, former Public Engagement Coordinator National Alliance on Mental Illness - NYS (NAMI-NYS)
Anne Seepersaud - Director of Provider Relations LIFEPlan CCO NY

Albany County Program Services Coordinating Committee (Planning Meeting for High Need Behavioral Health individuals)

Albany County Provider Planning Committee (Collaborative Planning Meeting for providers of mental health, substance abuse and intellectual disabilities services)

Rensselaer County Department of Mental Health Full Care Coordination Committee (Coordination and planning meeting for behavioral health services in Rensselaer County)

Rensselaer County Department of Mental Health Mental Health Committee (Committee coordinating mental health providers and services in Rensselaer County and the region)

Rensselaer County Department of Mental Health Suicide Prevention Task Force (Collaborative task force of providers and advocates committed to the reduction of suicide events in Rensselaer County and the region)

Schenectady County Mental Health SubCommittee (Planning meeting of County providers of mental health services)

Saratoga County Community Services Board (Planning Board for community behavioral health providers, including law enforcement, serving Saratoga County)

New York State Office of Mental Health:

Denise Balzer - Director of Crisis Services

Alexa Cappola - Crisis Services Program Specialist

Carrie Wong - Director Mental Health/Criminal Justice Collaboration Unit, Division of Forensic Services

New York State Office of Substance Abuse Services and Supports:

Patricia Lincourt - Deputy Commissioner of Programs

Keith McCarthy (ret.) - Associate Commissioner for the Division of Quality Assurance and Performance Improvement

Phil Lucien - Regional Coordinator

December 2024 Networking

12/2/24 – Meeting with Sgt Clough Colonie Police and EMS and Community MH Officers at Colonie Police Headquarters

August 2025 Networking

8/28/25 - Meeting with Schenectady County MH SubCommittee

September 2025 Networking

9/2/25 – Program Introduction and scheduling with Colonie Police, Albany County Sherriff, Albany Police

9/2/25 – Program introduction and scheduling with Albany County Dept. of Children, youth and Families Commsr. Manning

9/2/25 – Discussed ICSC with Chief Gerace

9/4/25 – Meeting with Saratoga County SUD MH Stakeholders

9/5/25 – Meeting with Renns. County Suicide Prevention Task Force

9/9/25 – Meeting with Anna Carey and Maria Psinos re: Renns. County Family and Youth Peer Advocacy and CFTSS

9/11/25 – Meeting with Troy Police Department leadership Matt Montanino

9/11/25 – Networking call with Schenectady Polioce liaison Ryan Mecherone

9/12/25 – Followup communication with Albany Police Dept. Chief Brendan Cox, Schenectady Police Department Sgt. Macherone

9/15/25 – Networking with Saratoga Hospital RJ Stutzman

9/17/25 – Networking with Colonie Police Dept. Chief Jay Gerace

9/17/25 – Followup Call with Chief Gerace

9/18/25 – Meeting with Albany County Department of Children, Youth and Families Commsr. Manning and Gail Darrigo

October 2025 Networking

10/3/25 – Meeting with Town Supervisor Peter Crummey, Charles B. Dumas, Esq. and William DeVita to discuss project

10/8/25 – Albany County DMH Planning Committee – Bill Gettman (and others from Northern Rivers), Kellie Roe (and others from Second Chance Opportunities) among partner agencies present. Erin Smith, from Promesa, also present OMH, OASAS and OPWDD leadership present as well.
10/27/25 – Followup call with Chief Gerace

November 2025 Networking

11/4/25 – Meeting with Promesa and RSS Leadership re: CSC/ICSC Collaboration
11/7/25 – Participation in RCDMH Suicide Prevention Task Force Meeting
11/13/25 – Participation with RCDMH Addiction Treatment and Support Services Committee
11/18/25 – Participation in ACDMH Provider Planning Meeting
11/20/25 – Phone meeting with Kara Montanez (Director of Samaritan Hospital Crisis Services)

December 2025 Networking

12/3/25 – Attendance and Participation at OMH Town Hall with Commissioner Ann Sullivan at HVCC
12/4/25 – Attendance and Participation with Saratoga County DMH Substance Abuse – Mental Health Providers Meeting
12/4/25 – Monthly attendance and participation at OMH I/CSC Learning Collaborative
12/5/25 – Attendance and Participation at RCDMH Suicide Prevention Task Force Meeting
12/11/25 – Visit with RSS Leadership to Champlain Valley ICSC
12/12/25 – Attendance and Participation RCDMH Full Care Coordination Committee
12/15/25 – Informal Conversations with Chief Gerace while at full day crisis management training facilitated by Colonie Police (Savage Training Group)
12/15/25 – Attendance with Colonie Police Chief and designees at full day training related to crisis management and interventions (“Savage Training Group”)
12/17/25 – Participation and Presentation at “EDPRT Roundtable” re: community alternatives for police interactions with emotionally distressed individuals (at HVCC)

January 2026 Networking

1/2/26 – Attendance and Participation with RCDMH Suicide Prevention Task Force
1/6/26 – Attendance and Participation with ACDMH Provider Planning Committee
1/8/26 – Attendance and Participation with RCDMH Mental Health Committee
1/12/26 – Attendance and Participation with RSS ICSC Stakeholder Meeting

1/29/26 – Attendance and Participation with RCDMH Child and Family SubCommittee

February 2026 Networking

2/3/26 – Attendance and Participation with ACDMH Provider Planning Meeting

2/5/26 – Attendance and Participation with OMH Monthly I/CSC Learning Collaborative

2/6/26 – Attendance and Participation with RCDMH Suicide Prevention Task Force

2/12/26 – Attendance and Participation with RCDMH Addiction Treatment and Supports Committee

2/25/26 – Attendance and Participation with RSS ICSC Stakeholders Meeting

March 2026 Networking

3/3/26 – Attendance and Participation with ACDMH Provider Planning Meeting

3/5/26 – Attendance and Participation with RCDMH IDD (Intellectual and Developmental Disabilities) Committee Meeting

3/5/26 – Attendance and Participation with OMH I/CSC Learning Collaborative

3/6/26 – Attendance and Participation with RCDMH Suicide Prevention Task Force Meeting

3/16/26 – Attendance and Participation with RSS ICSC Stakeholders Meeting

3/19/26 – Attendance and Participation with RCDMH Full Care Coordination Committee

April 2026 Networking

4/2/26 – Attendance and Participation with OMH I/CSC Learning Collaborative

4/7/26 – Attendance and Participation with ACDMH Provider Planning Committee

4/15/26 – Meeting with RSS Leadership (Lauren) and Suicide Prevention Coalition of NY (SPCNY) – Paige Lorette

4/16/26 – Attendance and Participation with RCDMH Provider Meeting

Exhibit 14

Capital Region Stabilization Center

As a result of the ever-increasing behavioral health needs of New Yorkers, provider shortages and limited treatment options, people in crisis often end up in hospital emergency rooms or jail, or they don't get help at all.

Crisis Stabilization Centers were designed as part of New York State's innovative crisis continuum of care. They offer 24/7 on-site treatment for individuals of all ages who are exhibiting symptoms of a mental health or substance use crisis, regardless of their ability to pay.

Built upon existing community assets and long-standing collaborative partnerships, the Center is collective effort between Rehabilitation Support Services (lead agency), Northern Rivers Family Services, New Choices Recovery Center, Second Chance Opportunities, and Capital Behavioral Health Network - BHCC. Together, the Center will provide clear pathways for receiving, transitioning, and creating bilateral referral opportunities – a necessity in effective transitions of care.

Staffed by multidisciplinary teams, which include a registered nurse, psychiatrist or psychiatric nurse practitioner, licensed substance abuse counselor, and certified peer specialists familiar with the unique needs of children in emotional distress, adults with mental health challenges, individuals with substance use disorders and those with developmental disabilities.

Services offered include triage and screening, assessment, therapeutic services, peer support, and referral for follow-up, behavioral health services or social needs (e.g., food, housing, social services.) Individuals may receive care for a maximum of 24 hours.

Goals include improving timely and competent access to behavioral support to children, families and individuals of all ages, an alternative to overburdened hospitals, first responders and emergency departments across the region.

A concept and design applauded and supported by local mental health department leads, law enforcement leadership, hospital administrators and provider networks across the Capital Region.

A unique alternative for law enforcement across the region for those they routinely encounter who are in need of timely intervention, behavioral health support and community-based service linkage.

A range of voluntary services – *non-residential in nature* – intended to serve individuals in the least restrictive, most integrated manner possible.

Exhibit 15

LOCAL LAW “A” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 106 OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS FOR FACILITIES WITHIN ALBANY COUNTY WHERE THE LOCAL GOVERNMENTAL UNIT IDENTIFIED BY NEW YORK STATE IS THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH

Introduced: 2/12/24

By Mclean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Article Creation.

Chapter 106, Article II, **Local Governmental Unit**, is hereby created.

Section 2. § 106-9 -- Legislative Purpose and Intent.

This legislation is to ensure that when an application is received by the Albany County Department of Mental Health where they are identified by New York State as the local governmental unit, before any decisions are made by County or State authorities, Albany County residents are offered the opportunity to be informed.

Section 3. § 106-10 - Notice of Receipt of Application to Involved Representatives.

A. Within 10 days of receipt of an application or notice of application from a New York State Agency where the Albany County Department of Mental Health is identified as the “local governmental unit” the Commissioner of the Department of Mental Health shall provide to the following representatives a copy of the application and/or notice of application from OASAS, and allow 30 days for those representatives to submit comment on the proposed facility:

- 1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and
- 2) Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and
- 3) Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility.

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to

the application and/or notice of application along with all accompanying documents and information.

[C. No notice is required pursuant to this Local Law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.]

Section 4. § 106-11 - Notice of Public Meeting to Involved Representatives.

A. Within 5 days of the posting of a notice of a public meeting agenda of the Behavioral Health Services Advisory Council, the Albany County Community Services Board, and/or the Albany County Alcohol and Substance Abuse Subcommittee where an application to locate a facility to treat substance use disorders in the County of Albany is on the agenda, the Commissioner of the Department of Mental Health shall provide a copy of that notice to the following representatives:

1) The Albany County Legislator who represents the legislative district which contains the proposed location or facility; and

2) Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the proposed location or facility; and

3) Each City, Town, or Village Council or Board member who represents the municipality which contains the proposed location or facility.

B. All notifications pursuant to this Section shall be sent via regular mail, with an electronic mail following which shall contain a digital version or electronic link to the application and/or notice of application along with all accompanying documents and information.

[C. No notice is required pursuant to this Local Law when the proposed application is only to re-locate an already existing facility within the same municipality in the County of Albany.]

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 6. SEQRA Compliance.

This County Legislature determines that this local law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 7. Effective Date.

This local law shall take effect immediately after its filing with the Secretary of State.

Referred to Law and Health Committees – 2/12/24

Favorable Recommendation Law Committee – 4/24/24

Favorable Recommendation Health Committee – 4/25/24

Exhibit 16



LAW COMMITTEE
MEMBER

HON. SUSAN QUINE-LAURILLIARD
LEGISLATIVE DISTRICT 22
ALBANY COUNTY LEGISLATURE

CHAIR, MULTI-MODAL TRANSIT
COMMITTEE

ELDER CARE COMMITTEE
MEMBER

PHONE: POL 87(2)(a) - 2
SUSAN.QUINE-L POL 87(2)(a) - 2

February 16, 2025

Stephen J. Giordano, PhD
Albany County Mental Health Commissioner and Director of Community Services
175 Green Street
Albany, New York 12202
Via email POL 87(2)(a) - 2
POL 87(2)(a) - 2
esmith1 POL 87(2)(a) - 2

Dear Commissioner Giordano:

In accordance with Local Law A for 2024, I hereby submit my comments regarding the Rehabilitation Support Services' application for an Intensive Crisis Stabilization Center to be located at 711 Troy Schenectady Road, Latham New York. My comments are necessarily limited by the information which you transmitted via your January 21, 2025 notification to myself and the Town of Colonie officials. Your letter only contained a 3 page "certification proposal labeled "prior Consult Attachment 1A" and a link to New York State Office of Mental Health crisis stabilization center interpretive/implementation guidance.

Based upon my review of prior Consult Attachment 1A, the following are my comments and concerns regarding the Rehabilitation Support Services proposal:

First, Attachment 1A contains no 711 Troy Schenectady Road site specific operational details to address and assess local emergency response and public safety impacts, impacts to the adjacent residential neighborhood, local elementary school, 55 and over residential community, nearby businesses and medical offices co-located at the 711 Troy Schenectady Road office park. Attachment 1A does not acknowledge that 711 Troy Schenectady Road is also within a short walking distance to a convenience store and a retail cannabis dispensary. Attachment 1A also omits any information or supporting data and needs assessments related to years 2021 to present in the Section 3 discussion (Section 3 ends in the middle of the sentence).

Second, Section 3 in Attachment 1A's description of the geographic area states that it is "easily accessible to local bus routes." It should be noted that there is no 24-hour bus service and there is only ONE public bus route. CDTA's bus schedule shows the nearest stop to 711 Troy Schenectady Road is Wade Road and Route 7. It is noteworthy that there is NO public bus service during critical weekday and

weekend operational times for incoming and discharged patients (See enclosed CDTA bus schedule). The application's statement that the facility is "easily accessible" is frankly misleading.

Third, Attachment 1 A specifically requires an applicant to document "outreach to the local community." I have enclosed a Colonie GIS depiction of the proposed facility location juxtaposed with the adjacent residential neighborhoods, Stewarts Convenience shop, cannabis retail establishment, 55 over Senior Community and Forts Ferry Elementary School. Rehabilitation Support Services only memorializes a November 9, conversation with Colonie Police Chief Gerace at a NAMI NYS Conference. Surely, there should have been a more thorough outreach to the Town of Colonie officials and community members prior to the submission of any application. The long-established West Latham Neighborhood Association was never contacted. I cannot confirm whether the North Colonie School District or the Senior Living facility was ever contacted.

Finally, it is critical that OASAS and its applicants take into consideration the impacts these proposed facilities will have on the "host" community. An assessment of "local need" should not be considered without the context of local zoning and municipal and community impacts. In my opinion, based upon the foregoing and limited information provided, 711 Troy Schenectady Road should not be considered an acceptable location for an intensive crisis stabilization center.

Sincerely,

Susan Quine-Laurilliard

Susan Quine-Laurilliard

Albany County Legislator, 22nd Legislative District

Enclosures

Cc: The Honorable Peter Crummey, Supervisor Town of Colonie
Erich Smith, President, West Latham Neighborhood Association

From Schenectady to Troy											
1	2	3	4	5	6	7	8	9	10	11	12
Wolcott Station	Gettysburg Ave + South + North	Just Turn & Stop!	Union St & McKean St	Center St & Jasper Ave	Roosevelt & Hyatt	Market St & Herk Co	Latham + Pines	Latham Circle	Roosevelt & Jasper St	1st St & 7th Ave	Washington St & 1st Ave
SUNDAY											

1023a	1023b	1023c	1023d	1023e	1023f	1023g	1023h	1023i	1023j	1023k	1023l	1023m	1023n	1023o	1023p	1023q	1023r	1023s	1023t	1023u	1023v	1023w	1023x	1023y	1023z	1023aa	1023ab	1023ac	1023ad	1023ae	1023af	1023ag	1023ah	1023ai	1023aj	1023ak	1023al	1023am	1023an	1023ao	1023ap	1023aq	1023ar	1023as	1023at	1023au	1023av	1023aw	1023ax	1023ay	1023az	1023ba	1023bb	1023bc	1023bd	1023be	1023bf	1023bg	1023bh	1023bi	1023bj	1023bk	1023bl	1023bm	1023bn	1023bo	1023bp	1023bq	1023br	1023bs	1023bt	1023bu	1023bv	1023bw	1023bx	1023by	1023bz	1023ca	1023cb	1023cc	1023cd	1023ce	1023cf	1023cg	1023ch	1023ci	1023cj	1023ck	1023cl	1023cm	1023cn	1023co	1023cp	1023cq	1023cr	1023cs	1023ct	1023cu	1023cv	1023cw	1023cx	1023cy	1023cz	1023da	1023db	1023dc	1023dd	1023de	1023df	1023dg	1023dh	1023di	1023dj	1023dk	1023dl	1023dm	1023dn	1023do	1023dp	1023dq	1023dr	1023ds	1023dt	1023du	1023dv	1023dw	1023dx	1023dy	1023dz	1023ea	1023eb	1023ec	1023ed	1023ee	1023ef	1023eg	1023eh	1023ei	1023ej	1023ek	1023el	1023em	1023en	1023eo	1023ep	1023eq	1023er	1023es	1023et	1023eu	1023ev	1023ew	1023ex	1023ey	1023ez	1023fa	1023fb	1023fc	1023fd	1023fe	1023ff	1023fg	1023fh	1023fi	1023fj	1023fk	1023fl	1023fm	1023fn	1023fo	1023fp	1023fq	1023fr	1023fs	1023ft	1023fu	1023fv	1023fw	1023fx	1023fy	1023fz	1023ga	1023gb	1023gc	1023gd	1023ge	1023gf	1023gg	1023gh	1023gi	1023gj	1023gk	1023gl	1023gm	1023gn	1023go	1023gp	1023gq	1023gr	1023gs	1023gt	1023gu	1023gv	1023gw	1023gx	1023gy	1023gz	1023ha	1023hb	1023hc	1023hd	1023he	1023hf	1023hg	1023hh	1023hi	1023hj	1023hk	1023hl	1023hm	1023hn	1023ho	1023hp	1023hq	1023hr	1023hs	1023ht	1023hu	1023hv	1023hw	1023hx	1023hy	1023hz	1023ia	1023ib	1023ic	1023id	1023ie	1023if	1023ig	1023ih	1023ii	1023ij	1023ik	1023il	1023im	1023in	1023io	1023ip	1023iq	1023ir	1023is	1023it	1023iu	1023iv	1023iw	1023ix	1023iy	1023iz	1023ja	1023jb	1023jc	1023jd	1023je	1023jf	1023jg	1023jh	1023ji	1023jj	1023jk	1023jl	1023jm	1023jn	1023jo	1023jp	1023jq	1023jr	1023js	1023jt	1023ju	1023jv	1023jw	1023jx	1023jy	1023jz	1023ka	1023kb	1023kc	1023kd	1023ke	1023kf	1023kg	1023kh	1023ki	1023kj	1023kk	1023kl	1023km	1023kn	1023ko	1023kp	1023kq	1023kr	1023ks	1023kt	1023ku	1023kv	1023kw	1023kx	1023ky	1023kz	1023la	1023lb	1023lc	1023ld	1023le	1023lf	1023lg	1023lh	1023li	1023lj	1023lk	1023lm	1023ln	1023lo	1023lp	1023lq	1023lr	1023ls	1023lt	1023lu	1023lv	1023lw	1023lx	1023ly	1023lz	1023ma	1023mb	1023mc	1023md	1023me	1023mf	1023mg	1023mh	1023mi	1023mj	1023mk	1023ml	1023mm	1023mn	1023mo	1023mp	1023mq	1023mr	1023ms	1023mt	1023mu	1023mv	1023mw	1023mx	1023my	1023mz	1023na	1023nb	1023nc	1023nd	1023ne	1023nf	1023ng	1023nh	1023ni	1023nj	1023nk	1023nl	1023nm	1023nn	1023no	1023np	1023nq	1023nr	1023ns	1023nt	1023nu	1023nv	1023nw	1023nx	1023ny	1023nz	1023oa	1023ob	1023oc	1023od	1023oe	1023of	1023og	1023oh	1023oi	1023oj	1023ok	1023ol	1023om	1023on	1023oo	1023op	1023oq	1023or	1023os	1023ot	1023ou	1023ov	1023ow	1023ox	1023oy	1023oz	1023pa	1023pb	1023pc	1023pd	1023pe	1023pf	1023pg	1023ph	1023pi	1023pj	1023pk	1023pl	1023pm	1023pn	1023po	1023pp	1023pq	1023pr	1023ps	1023pt	1023pu	1023pv	1023pw	1023px	1023py	1023pz	1023qa	1023qb	1023qc	1023qd	1023qe	1023qf	1023qg	1023qh	1023qi	1023qj	1023qk	1023ql	1023qm	1023qn	1023qo	1023qp	1023qq	1023qr	1023qs	1023qt	1023qu	1023qv	1023qw	1023qx	1023qy	1023qz	1023ra	1023rb	1023rc	1023rd	1023re	1023rf	1023rg	1023rh	1023ri	1023rj	1023rk	1023rl	1023rm	1023rn	1023ro	1023rp	1023rq	1023rr	1023rs	1023rt	1023ru	1023rv	1023rw	1023rx	1023ry	1023rz	1023sa	1023sb	1023sc	1023sd	1023se	1023sf	1023sg	1023sh	1023si	1023sj	1023sk	1023sl	1023sm	1023sn	1023so	1023sp	1023sq	1023sr	1023ss	1023st	1023su	1023sv	1023sw	1023sx	1023sy	1023sz	1023ta	1023tb	1023tc	1023td	1023te	1023tf	1023tg	1023th	1023ti	1023tj	1023tk	1023tl	1023tm	1023tn	1023to	1023tp	1023tq	1023tr	1023ts	1023tt	1023tu	1023tv	1023tw	1023tx	1023ty	1023tz	1023ua	1023ub	1023uc	1023ud	1023ue	1023uf	1023ug	1023uh	1023ui	1023uj	1023uk	1023ul	1023um	1023un	1023uo	1023up	1023uq	1023ur	1023us	1023ut	1023uu	1023uv	1023uw	1023ux	1023uy	1023uz	1023va	1023vb	1023vc	1023vd	1023ve	1023vf	1023vg	1023vh	1023vi	1023vj	1023vk	1023vl	1023vm	1023vn	1023vo	1023vp	1023vq	1023vr	1023vs	1023vt	1023vu	1023vv	1023vw	1023vx	1023vy	1023vz	1023wa	1023wb	1023wc	1023wd	1023we	1023wf	1023wg	1023wh	1023wi	1023wj	1023wk	1023wl	1023wm	1023wn	1023wo	1023wp	1023wq	1023wr	1023ws	1023wt	1023wu	1023wv	1023ww	1023wx	1023wy	1023wz	1023xa	1023xb	1023xc	1023xd	1023xe	1023xf	1023xg	1023xh	1023xi	1023xj	1023xk	1023xl	1023xm	1023xn	1023xo	1023xp	1023xq	1023xr	1023xs	1023xt	1023xu	1023xv	1023xw	1023xx	1023xy	1023xz	1023ya	1023yb	1023yc	1023yd	1023ye	1023yf	1023yg	1023yh	1023yi	1023yj	1023yk	1023yl	1023ym	1023yn	1023yo	1023yp	1023yq	1023yr	1023ys	1023yt	1023yu	1023yv	1023yw	1023yx	1023yy	1023yz	1023za	1023zb	1023zc	1023zd	1023ze	1023zf	1023zg	1023zh	1023zi	1023zj	1023zk	1023zl	1023zm	1023zn	1023zo	1023zp	1023zq	1023zr	1023zs	1023zt	1023zu	1023zv	1023zw	1023zx	1023zy	1023zz
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[illegible]

753a	755a	804a	808a	814a	819a	824a	837a	843a	850a	860a
836a	846a	884a	854a	889a	899a	903a	917a	979a	928a	935a
821a	829a	844a	849a	854a	859a	864a	869a	874a	879a	929a
1005a	1009a	1104a	1109a	1114a	1119a	1124a	1129a	1134a	1139a	1144a
1128a	1144a	1149a	1154a	1159a	1164a	1209a	1217a	1227a	1206a	1235a
1229a	1239a	1244a	1249a	1254a	1259a	1264a	1269a	1274a	1130	1299a
1319a	1324a	1329a	1334a	1339a	1344a	1349a	1354a	1359a	1364a	1369a
238a	244a	249a	254a	259a	264a	309a	317a	319a	379a	335a
329a	329a	334a	339a	344a	349a	354a	402a	404a	413a	420a
451a	459a	464a	469a	474a	479a	524a	533a	544a	563a	569a
569a	574a	579a	584a	589a	594a	644a	653a	659a	664a	669a
621a	629a	634a	639a	644a	649a	654a	722a	729a	734a	739a

WARE INFORMATION

Fares (US coins and \$), US - dollar bills are accepted.
Taxes: do not make charge!

Cash Price -	\$1.50
Base Price -	\$0.75
Base Half Price -	\$2.00
Base Plus Price -	\$1.50
Base Plus Half Price -	\$1.50

Play As You Go Fare - \$1.30 for each of the first three rides, while the fare is used up on the rest of the ride.

Pay As You Go Half Fare - \$0.65 for each of the first three rides, while the fourth and up are free for the rest of the day.

Frequent Rider - \$65 for unlimited rides for 31 consecutive days from the first day of use.

Frequent Rider Half Fare - \$32.50 for unlimited rides for 31 consecutive days from the first day of use.

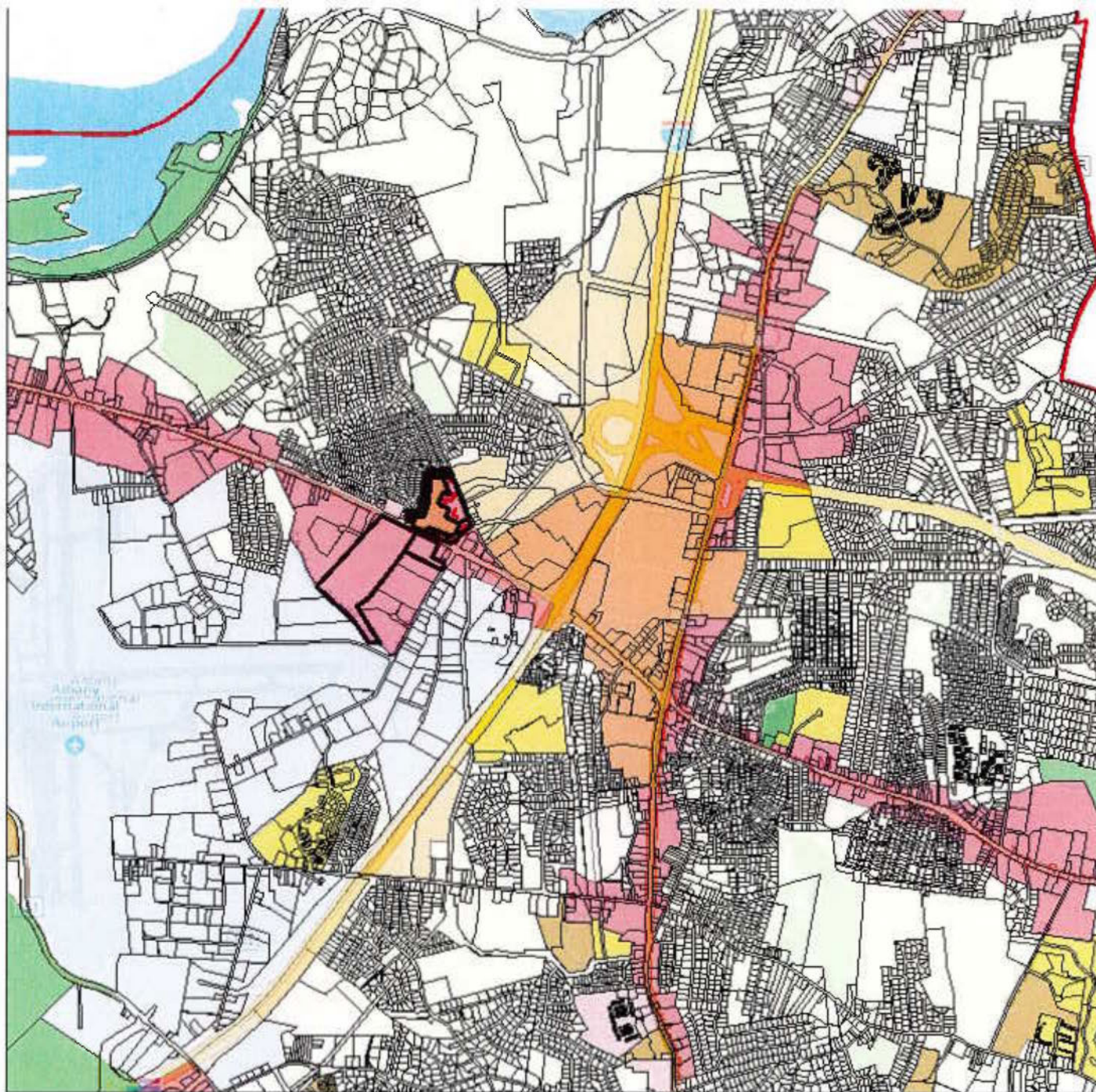
Children 46" and under ride free when accompanied by a fare paying adult.

Citizens age 65 and over, disabled individuals, Medicare card holder, and veterans are entitled to ride for half fare on COTA's fixed route service. A valid Half Fare Navigator card is required when paying half fare on the bus.

CDFA's posting is to be fully compliant with Title VI of the 1964 Civil Rights Act, which states that no one should be excluded from participation in, denied the benefits of, or be discriminated against due to race, color, or national origin.

Members of public may request information on this policy or file a Title VI complaint thru CDTA's website @ www.cdfa.org or by calling: **FOI**

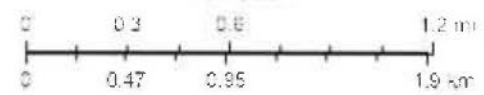




February 16, 2025

1:47,221

- | | |
|--|---|
| Overrides 1 | Cemetery (CEM) |
| Override 1 | Commercial Office (CO) |
| Cemetery 1 | Commercial Office Downtown (COD) |





Peter G. Crummey
Town Supervisor

TOWN OF COLONIE

TOWN ATTORNEY'S OFFICE

Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

Phone POL 87(2)(a) - 2 Fax POL 87(2)(a) - 2

Service by Facsimile Not Accepted
An Equal Opportunity Employer

E. Guy Roemer
Town Attorney

February 18, 2025

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services
175 Green Street
Albany, NY 12202

**RE: Rehabilitation Support Services
711 Troy Schenectady Road, Town of Colonie**

Dear Dr. Giordano:

The Town of Colonie is in receipt of your January 21, 2025, correspondence suggesting a proposed Intensive Crisis Stabilization Center to be located at 711 Troy Schenectady Road in the Town of Colonie.

While we appreciate your notice pursuant to County Local Law A of 2024, the accompanying documentation is incomplete and therefore insufficient to ascertain the full breadth and scope of the aforementioned facility. At your convenience, please provide a copy of the completed application in its entirety so that an appropriate review may be facilitated. Absent the full detail of the application, the Town finds such a proposal to be, at the very least, premature.

In addition, due to a variety of factors and planning processes necessary to determine the impact of such facilities upon our neighborhoods, and the Town's ongoing review of its land use protocols, the Town of Colonie is unable to counsel that the proposed project move forward at this time.

Very truly yours,

Veronika DeGiovine, Esq.
Associate Attorney

cc: Town of Colonie Town Board
Peter G. Crummey, Town Supervisor
Andris Blumbergs, Senior Planner, Planning and Economic Development Department
Chretien Voerg, Director, Building Department

Exhibit 17

From: [Lauren Tegnander](#)
Sent: Monday, May 19, 2025 10:26 AM
To: [Quine-Laurilliard, Susan](#)
Cc: [William Dickson](#)
Subject: Re: EXTERNAL Re: Stabilization Center - 711 Troy Schenectady Road

Good morning,

Thank you for your response regarding our Stabilization Center. RSS prides itself on our professionalism and partnership building, especially with our neighbors. Toward that end, we would like to discuss the specific concerns mentioned in your letter to Dr. Stephen Giordano, Albany County Mental Health Commissioner and Director of Community Services. If you would like to discuss these concerns specifically, please let me know your availability for a meeting.

RSS will continue to conduct local outreach, including with town officials. Our Executive Director previously met with Supervisor Crummey in 2024 to discuss this project. We look forward to advancing our project and supporting individuals in the Capital District.

Lauren

Lauren Tegnander, LCSW
Rehabilitation Support Services, Inc.
Chief Operating Officer – Upstate
5172 Western Turnpike
Altamont, NY 12009
POL 87(2)(a) - 2
Phone: POL 87(2)(a) - 2
www.rehab.org

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From: Quine-Laurilliard, Susan <Susan.Quine- POL 87(2)(a) - 2 >
Sent: Tuesday, May 13, 2025 4:01 PM
To: Lauren Tegnander < POL 87(2)(a) - 2 >
Cc: William Dickson < POL 87(2)(a) - 2 >
Subject: Re: EXTERNAL Re: Stabilization Center - 711 Troy Schenectady Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Thank you for your invitation. Has your organization scheduled a meeting with Town of Colonie officials? If so, I would be available to attend a meeting with Town officials.

Susan Quine-Laurilliard

Get [Outlook for iOS](#)

From: Lauren Tegnander <[REDACTED]>
Sent: Tuesday, May 13, 2025 2:10:09 PM
To: Quine-Laurilliard, Susan <Susan.Quine-[REDACTED]>
Cc: William Dickson <[REDACTED]>
Subject: EXTERNAL Re: Stabilization Center - 711 Troy Schenectady Road

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External sender <[REDACTED]>
Make sure you trust this sender before taking any actions.

Good afternoon Legislature Quine-Laurilliard,

I hope you are doing well. I wanted to follow up on my previous email. RSS would appreciate the opportunity to meet with you to discuss our Stabilization Center at 711 Troy-Schenectady Road. Your availability to meet and discuss further would be greatly appreciated.

Thank you!
Lauren

Lauren Tegnander, LCSW
Rehabilitation Support Services, Inc.
Chief Operating Officer – Upstate
5172 Western Turnpike
Altamont, NY 12009
[REDACTED]
Phone: [REDACTED]
www.rehab.org

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From: Lauren Tegnander
Sent: Friday, May 2, 2025 9:58 AM
To: susan.quine-[REDACTED] <susan.quine-[REDACTED]>
Cc: William Dickson <[REDACTED]>
Subject: Stabilization Center - 711 Troy Schenectady Road

Good morning, Legislature Quine-Laurilliard,

My name is Lauren Tegnander, and I serve as the Chief Operating Officer at Rehabilitation Support Services, Inc. We recently received a letter addressed to Dr. Stephen Giordano, Albany County Mental Health Commissioner and Director of Community Services, regarding our proposed Stabilization Center at 711 Troy-Schenectady Road.

We would appreciate the opportunity to meet with you to address any questions you may have and to further discuss the benefits of this project. At your convenience, please share your availability so we can arrange a time to connect.

For your reference, I've attached a drafted flyer outlining key details about the project.

I look forward to speaking with you.

Best regards,
Lauren Tegnander

Lauren Tegnander, LCSW
Rehabilitation Support Services, Inc.
Chief Operating Officer – Upstate
5172 Western Turnpike
Altamont, NY 12009

POL 87(2)(a) - 2

Phone: POL 87(2)(a) - 2

www.rehab.org

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Exhibit 18



TOWN OF COLONIE

Building and Fire Services Department
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crumme
Town Supervisor

Phone (518) POL Fax (518) POL
www.colonie.org/departments/building

Wayne Spenziero
Manager

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH APPLICATION FOR BUILDING AND ZONING PERMIT

Date 12/22/2025

PROJECT Rehabilitation Support Services (RSS) Tenant Alteration

PROJECT ADDRESS 713 Troy - Schenectady Road, Latham, NY 12110
Number Street

OWNER Healthcare Realty

COMPLETE THE FOLLOWING PER NEW YORK STATE BUILDING CODE

P Classification by Occupancy BUSINESS B
P Classification by Construction TYPE II B (ASSUMED)
P.1 Special Inspections Required Yes ☐ No ☒

If yes, the applicant shall submit a statement of special inspections prepared by the registered design professional as a condition for permit issuance. This statement shall include a complete list of work requiring special inspections, the inspections to be performed and a list of individuals, approved agencies or firms intended to be retained for conducting such inspections.

Does the "New York State Existing Building Code" (for existing buildings) apply?

Yes ☒ No ☐

If yes, list chapter(s) used CHAPTERS 7 & 8

What areas of Section 305 for "Accessibility in Existing Buildings" apply? 305.2, 305.6, 305.7, 305.8.10, 305.9.1, 305.9.4

FIRE AREA

Actual fire area EXISTING sq. ft.

Allowable per Code - Table 506.2 a,b NA sq. ft.

506.3 (1) Frontage Increase NA sq. ft.

507 (2) Automatic sprinkler system NA sq. ft.

TOTAL PERMITTED FIRE AREA

EXISTING sq. ft.

Explain basis for increase NA

Actual building height 45 ft. Actual No. of stories 3 STORIES EXISTING

Allowable building height (Table 504.3a) 75 ft. Allowable No. of stories (Table 504.4 a,b) 4

The building/space fire sprinkler system is: Existing ☒ Proposed ☐ Alteration ☒ N/R ☐

The building/space smoke detection system is: Existing ☒ Proposed ☐ Alteration ☒ N/R ☐

The building/space fire alarm system is: Existing ☒ Proposed ☐ Alteration ☒ N/R ☐

Signature of architect or engineer

J. MICHAEL DENNIS
Print name of architect or engineer

POL 87(2)(a)

Telephone number

875 SPRING AVE EXT., TROY, NY 12180
Address



TOWN OF COLONIE

Building and Fire Services Department
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crummev
Town Supervisor

Phone (518) POL Fax POL 87(2)(a) -
www.colonie.org/departments/building

This must be completed and submitted with application and plans:

I, J. MICHAEL DENNIS A NEW YORK STATE

LICENSED (x) ARCHITECT
() PROFESSIONAL ENGINEER

have been retained by the owner or developer to make periodic inspections and reports of
the following project (describe) 3,200 SF COMMERCIAL OFFICE TENANT FIT-UP

ON LEVEL 1 OF AN EXISTING 3 STORY BUILDING. THE PROJECT WILL REQUIRE A LEVEL 2

ALTERNATION PER THE EXISTING BUILDING CODE

located at 713 TROY - SCHENEDTADY RD, LATHAM, NY

at regular intervals according to Section 62-18 of the Code of the Town of Colonie entitled,
"Inspections", in order to file a certificate of completion with the Building Department
stating that, to the best of my knowledge, the building or structure has been completed in
accord with the approved drawings, specifications and addenda thereto, insofar as
structural, fire, health and life safety are concerned, or shall state any defects of which I
am aware.

12/22/25

Signature of Architect or Engineer

Date

J. MICHAEL DENNIS

Print name of Architect or Engineer

Address 875 SPRING AVE EXT

TROY, NY 12180

Phone POL 87(2)(a) -

Cell POL 87(2)(a) -

Email (required) POL 87(2)(a) - 2 POL



OFFICE TENANT FIT-UP

713 TROY-SCHENECTADY ROAD

LATHAM, NEW YORK 12110

BUILDING MANAGEMENT:

HEALTHCARE REALTY
244 WESTCHESTER AVENUE, SUITE 215
WHITE PLAINS, NY 10604
PH: POL 87(2)(a) - 2

TENANT:

REHABILITATION SUPPORT SERVICES
3 CHESTNUT RIDGE RD
MONTVALE, NJ 07645
PH: POL 87(2)(a) - 2

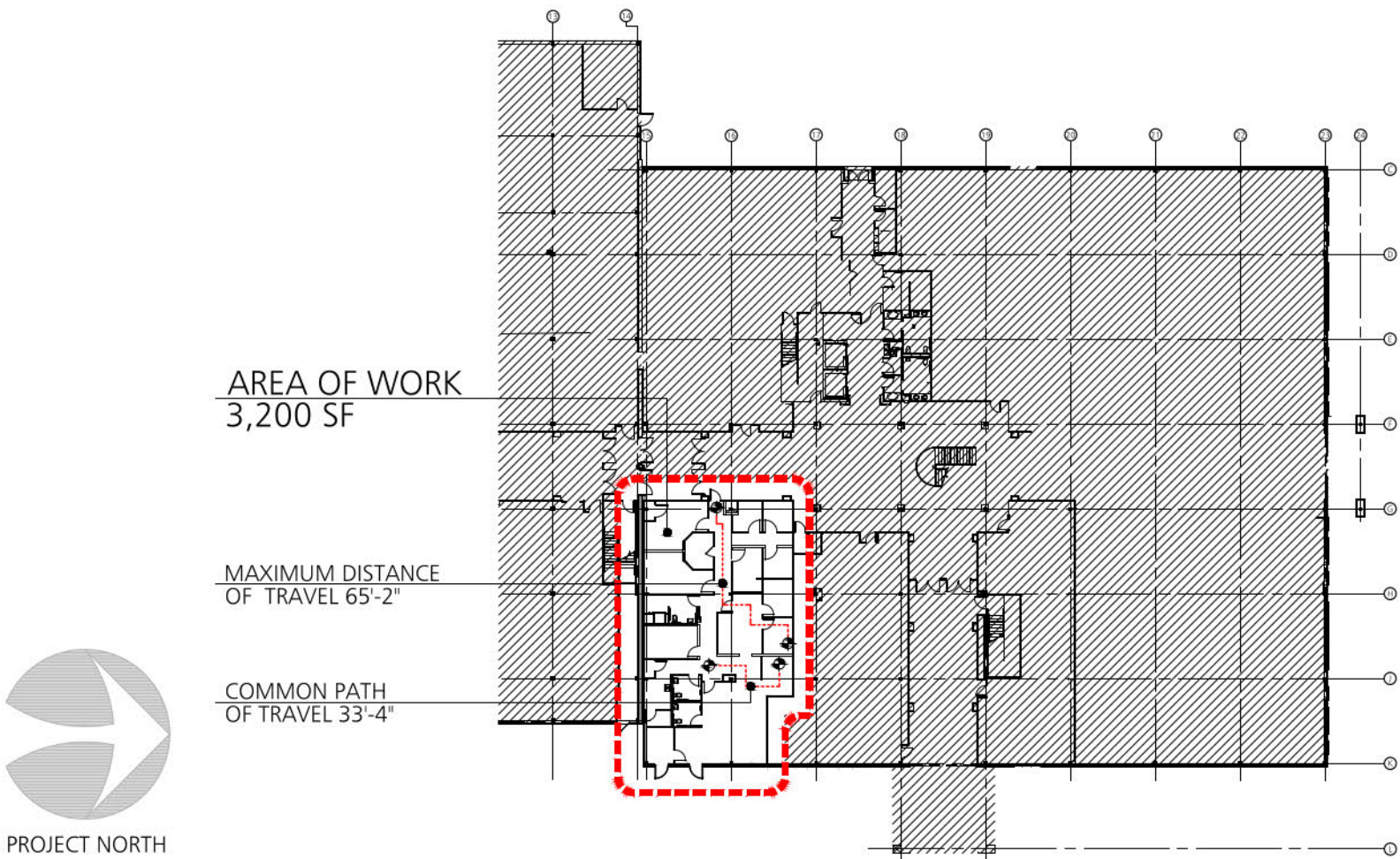
ARCHITECT:

MADesign ARCHITECTURE | INTERIORS, PLLC
875 SPRING AVENUE
TROY, NEW YORK 12180
PH: POL 87(2)(a) - 2

MEP ENGINEER:

RYAN S. JONES, P.E.
2225 W. CHESTERFIELD BLVD., SUITE 200
SPRINGFIELD, MO 65807
PH: POL 87(2)(a) - 2

KEY PLAN - PARTIAL 1ST FLOOR



SITE LOCATION MAP



GENERAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO PROJECT. CONTRACTOR IS ALSO RESPONSIBLE FOR FILING AND SECURING ALL NECESSARY PERMITS, APPLICATIONS AND APPROVALS FOR ALL TRADES.
- CONTRACTOR SHALL PROTECT ALL EXISTING WALLS, DOORS, FRAMES AND SURFACES WHICH ARE SCHEDULED TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL VERIFY THAT ALL EXISTING SURFACES ARE PLUMB, SQUARE AND TRUE AND SHALL CORRECT AS REQUIRED.
- CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND JOB CONDITIONS AND SHALL REPORT TO OWNER AND ARCHITECT ANY DISCREPANCIES OR OMISSIONS WHICH WOULD INTERFERE WITH SATISFACTORY COMPLETION OF WORK. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION, AND INSTALLATION CRITERIA. COORDINATION OF ALL TRADES, SUPPLIED ITEMS, AND THE MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ARRANGING USE OF ELEVATORS, LOADING DOCKS, HOISTING EQUIPMENT, PARKING REQUIRED FOR THE HANDLING OF MATERIALS.
- ALL WORK TO CONFORM WITH DRAWINGS AND SPECIFICATIONS. DRAWINGS ARE NOT TO BE SCALED FOR INFORMATION.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING UTILITY LINES, DUCTWORK, FIXTURES & FINISHES WHICH REMAIN PART OF THE FINAL SPACE. CONTRACTOR SHALL CLEAN, REPAIR, REPLACE, RELAMP, ETC. ITEMS REQUIRED FOR PROPER FUNCTIONING OF THE FINAL SPACE.
- CONTRACTOR TO OVERSEE CLEANING AND ENSURE THAT THE PREMISES ARE MAINTAINED FREE OF RUBBISH DURING CONSTRUCTION. FINAL CLEAN-UP IS THE RESPONSIBILITY OF THE CONTRACTOR WHICH IS TO INCLUDE CLEANING OF ALL INTERIOR GLASS PANELS AND INSIDE OF EXTERIOR WINDOWS AND SILLS. REPAIR, TOUCH-UP, PATCH OR REPLACE MARRED SURFACES AND MAINTAIN UNTIL OCCUPIED BY TENANT.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, CUT SHEETS AND SAMPLES OF PRODUCT AND MATERIALS FOR APPROVAL BY OWNER PRIOR TO ANY FABRICATION OR ORDERING OR MATERIALS.
- CHANGE ORDERS ARE NOT TO PROCEED UNTIL APPROVALS HAVE BEEN MADE BY TENANT AND OWNER.
- PATCHING OF EXISTING CONDITIONS: CONTRACTOR SHALL PATCH SMOOTH ALL EXISTING SURFACE CONDITIONS THAT REMAIN OR ARE EFFECTED FROM THE REMOVAL OF EXISTING FINISHES AT WALLS, DOORS, CEILINGS TO MATCH THAT OF THE NEW BUILD-OUT.
- AT THE COMPLETION OF THE PROJECT, PROVIDE TO OWNER/TENANT ALL MAINTENANCE MANUALS PRESENTING FULL DETAILS FOR THE CARE OF THESE ITEMS. CONTENTS SHALL INCLUDE THE MANUFACTURERS NAMES, INSTALLERS NAMES, ADDRESS AND PHONE NUMBERS AND INSTRUCTIONS FOR INSTALLATION, PARTS LIST AND RELATED DATA SHEETS.

REMOVAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH BUILDING MGMT LOCATIONS FOR DUMPSTERS, ACCESS TO ELEVATORS AND ALL BUILDING RULES AND REGULATIONS ASSOCIATED WITH CONSTRUCTION ON PREMISES.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TRASH & DEBRIS INTO THEIR OWN DUMPSTERS AND TRUCKS. USE OF BUILDING DUMPSTERS FOR THESE ITEMS IS NOT PERMITTED.

SHEET LEGEND:

A-0 COVER SHEET, GENERAL NOTES
KEY PLANS

ARCHITECTURAL DRAWING LIST:

A-1 FLOOR PLAN & REFLECTED CEILING PLAN
DOOR DETAILS
FURNITURE & FINISH PLAN
MILLWORK DETAILS
A-3 TOILET ROOM DETAILS
A-4 PARTITION DETAILS
A-5 EXTERIOR DETAILS

ENGINEERING DRAWING LIST:

E-1 ELECTRICAL PLANS
M-1 PLUMBING PLANS
M-2 HVAC PLANS
ME-000 MECHANICAL & ELECTRICAL NOTES &
SYMBOLS
FP-1 FIRE PROTECTION PLAN

BUILDING CODE OF NEW YORK STATE SUMMARY

OCCUPANCY CLASSIFICATION (SECTION 304):	BUSINESS GROUP B
CONSTRUCTION CLASSIFICATION (SECTION 602.2):	TYPE IIA (ASSUMED)
SEPARATION BY OCCUPANCY (PER 508.4):	SEPARATED
FIRE RESISTANCE OF NEW BUILDING ELEMENTS (TABLE 601):	TYPE IIA
STRUCTURAL FRAME:	1 HR
BEARING WALLS:	EXTERIOR 1 HR; INTERIOR 1 HR
NON-BEARING WALLS (TABLE 602):	EXTERIOR 0 HR; INTERIOR 0 HR
FLOOR / CEILING CONSTRUCTION:	1 HR
ROOF CONSTRUCTION:	1 HR
CORRIDORS (TABLE 1020.1):	0 HR
CORRIDOR WIDTH (MINIMUM PER TABLE 1020.2 WITH OCCUPANT LOAD MORE THAN 49) 44"	
BUILDING IS FULLY SPRINKLERED	
J. MICHAEL DENNIS	NYS RA NO. 018164

MEANS OF EGRESS CALCULATION

OCCUPANT LOAD	(LSC TABLE 7.3.1.2 & BCNYS TABLE 1004):
3,200 GROSS SF DIVIDED BY 150 SF PER OCCUPANT	22 OCCUPANTS
MEANS OF EGRESS SIZING	(LSC TABLE 7.3.3.1 & BCNYS 1005.2.1):
OCCUPANT LOAD 22 MULTIPLIED BY EGRESS CAPACITY FACTOR 0.20 INCH PER OCCUPANT (LSC TABLE 7.3.3.1 & BCNYS TABLE 1005.3.2) = 4.4 INCHES MINIMUM OF EGRESS WIDTH REQUIRED	
MINIMUM DOOR WIDTH (LSC 7.3.4.1(2):	36" MINIMUM DOOR WIDTH
ACTUAL WIDTH OF EGRESS UNITS: 2 EGRESS DOORS AT 36" EACH 2 EGRESS DOOR AT 42"	36 INCHES PROVIDED 84 INCHES PROVIDED 120 INCHES TOTAL

FOR BUILDING PERMIT REVIEW

DRAWING TITLE:

PRELIMINARY:

ISSUED: DEC 22, 2025
REVISION:

SHEET NUMBER:

A-0

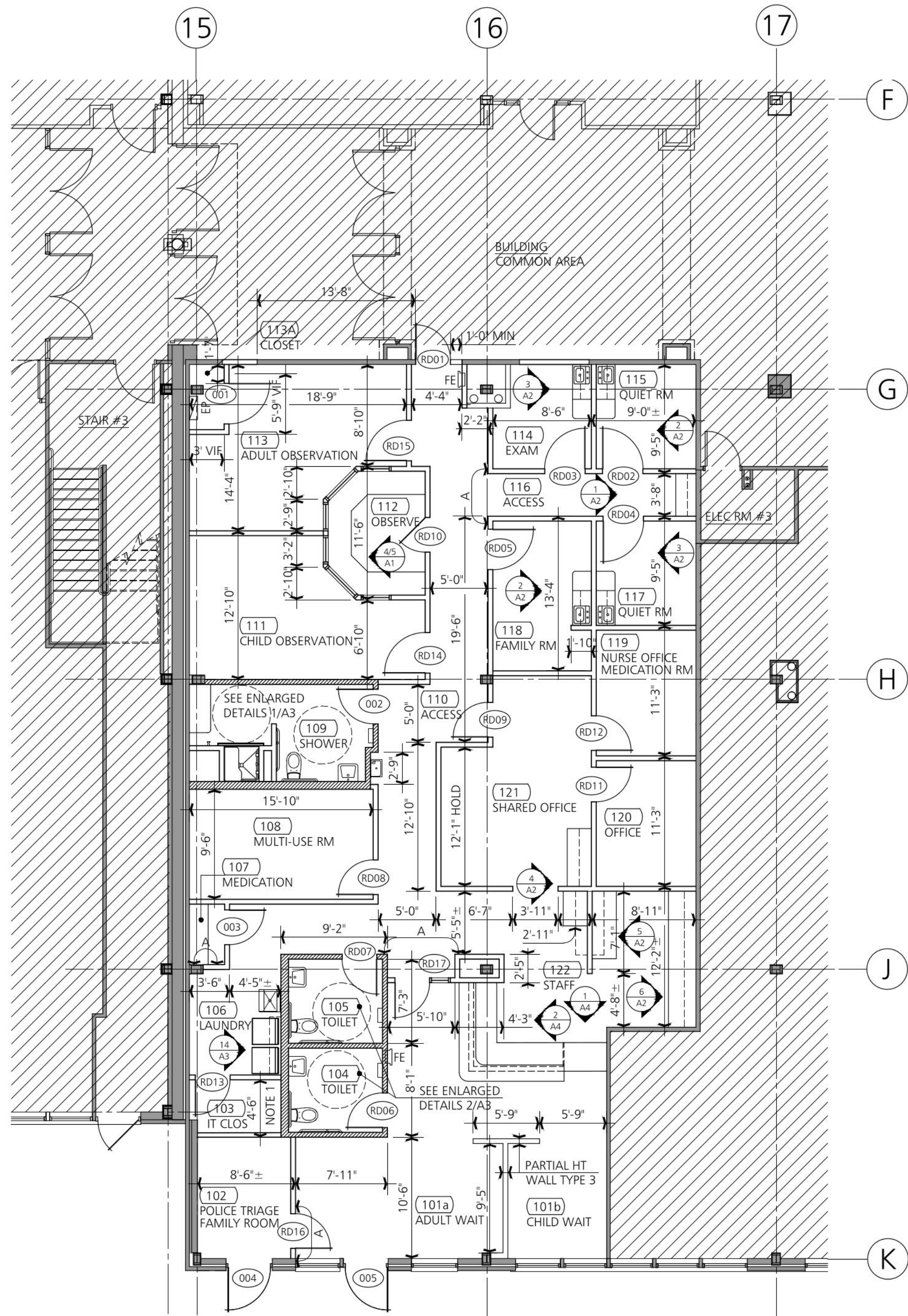
REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK

PROJECT INFORMATION:

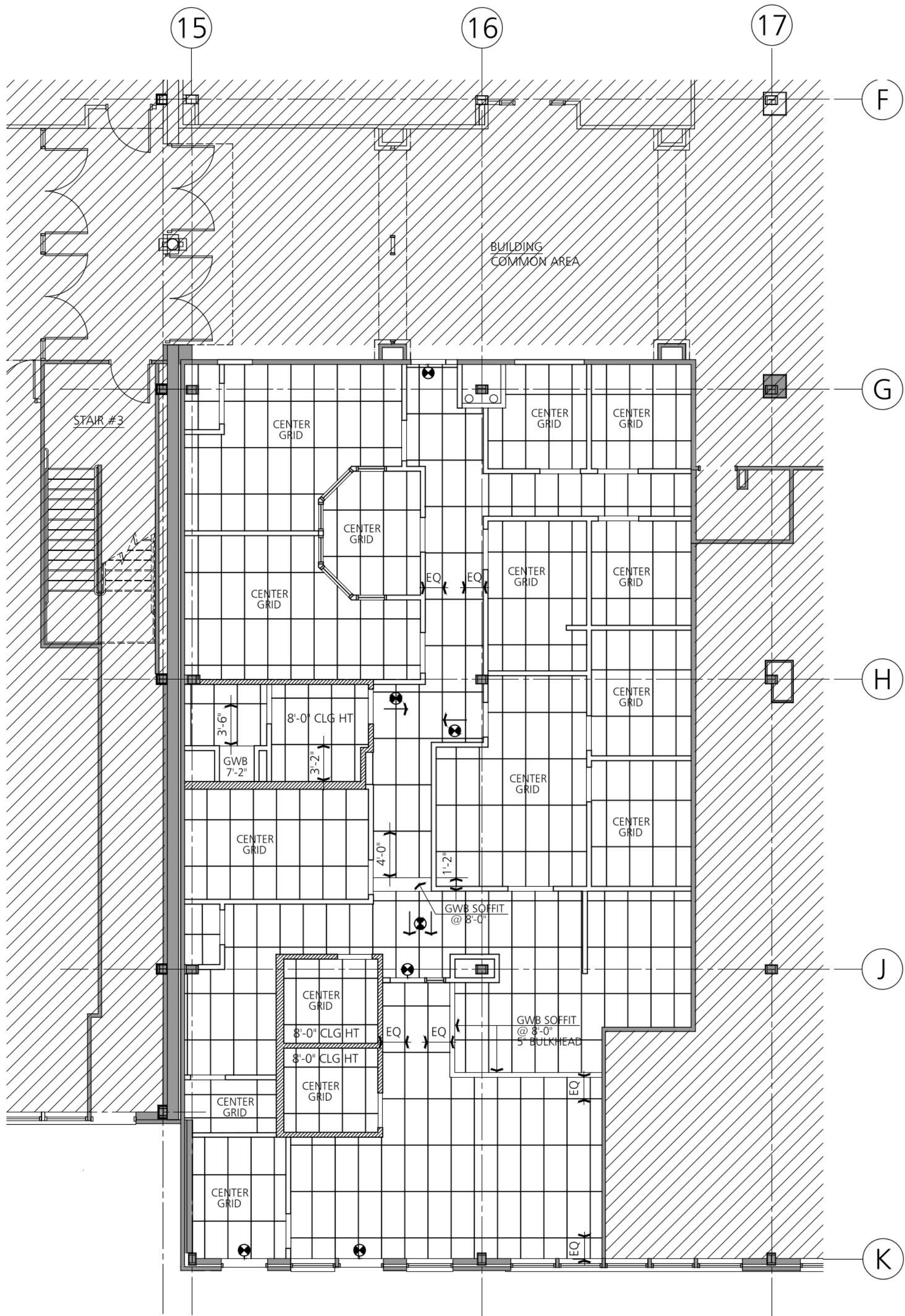


mADesign
architecture interiors

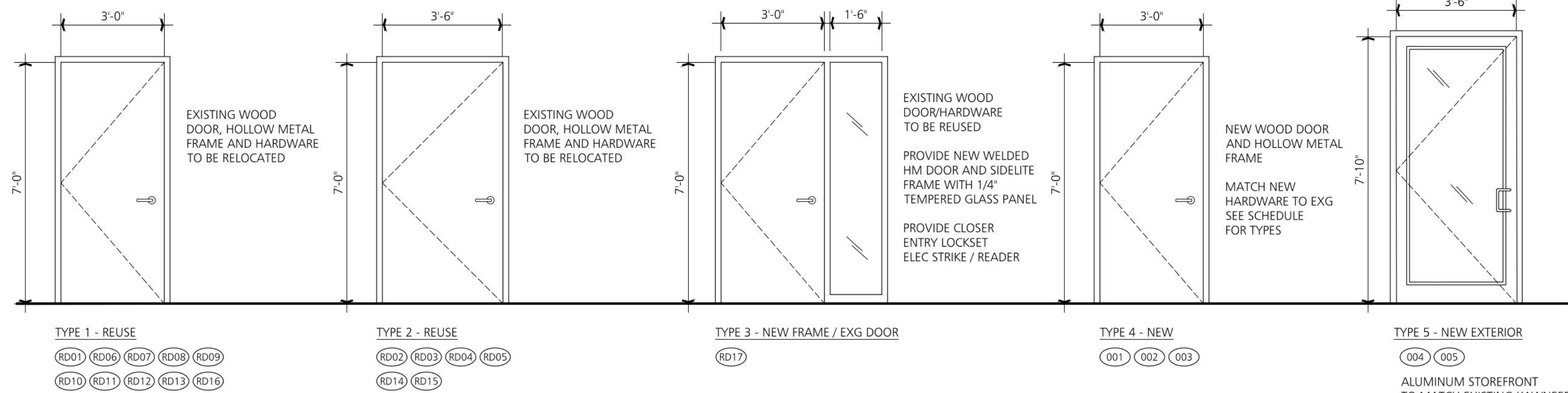
875 Spring Avenue
Troy, NY 12180



1
A-1
FLOOR PLAN
1/8" = 1'-0"

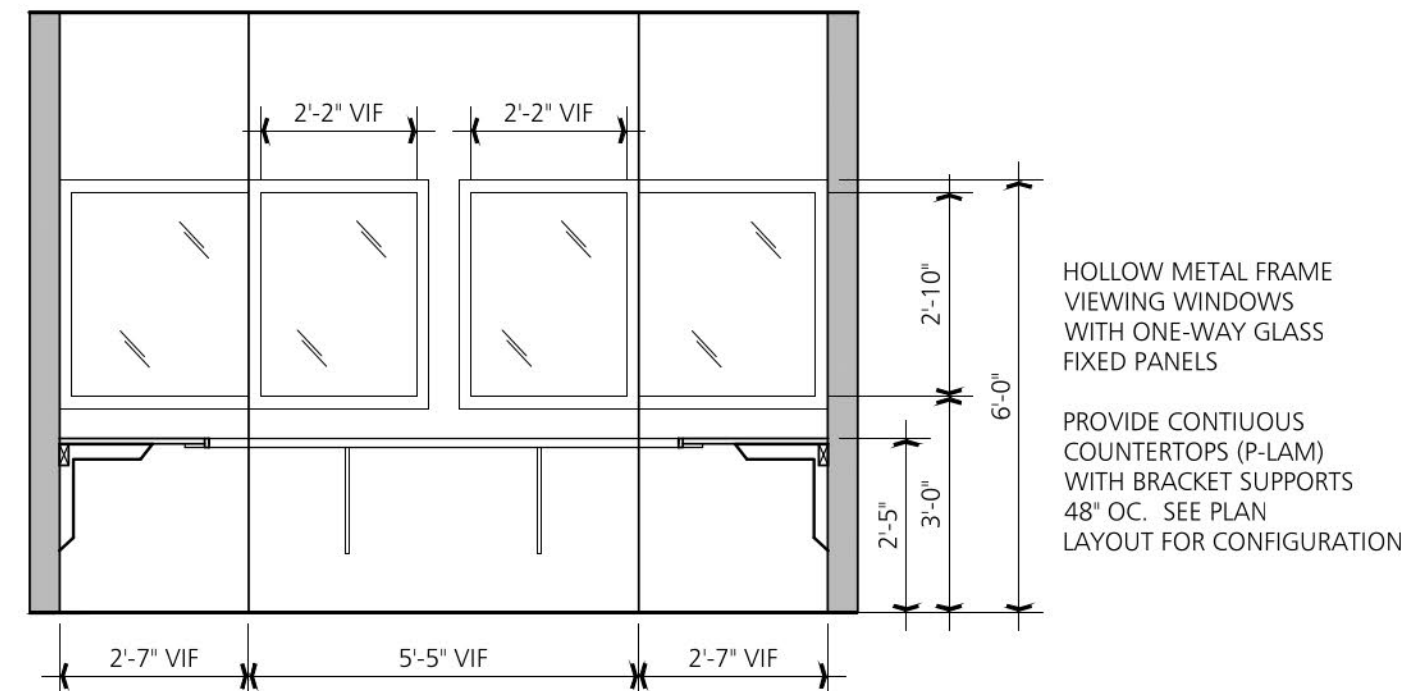


2
A-1
RELECTED CEILING PLAN
1/8" = 1'-0"

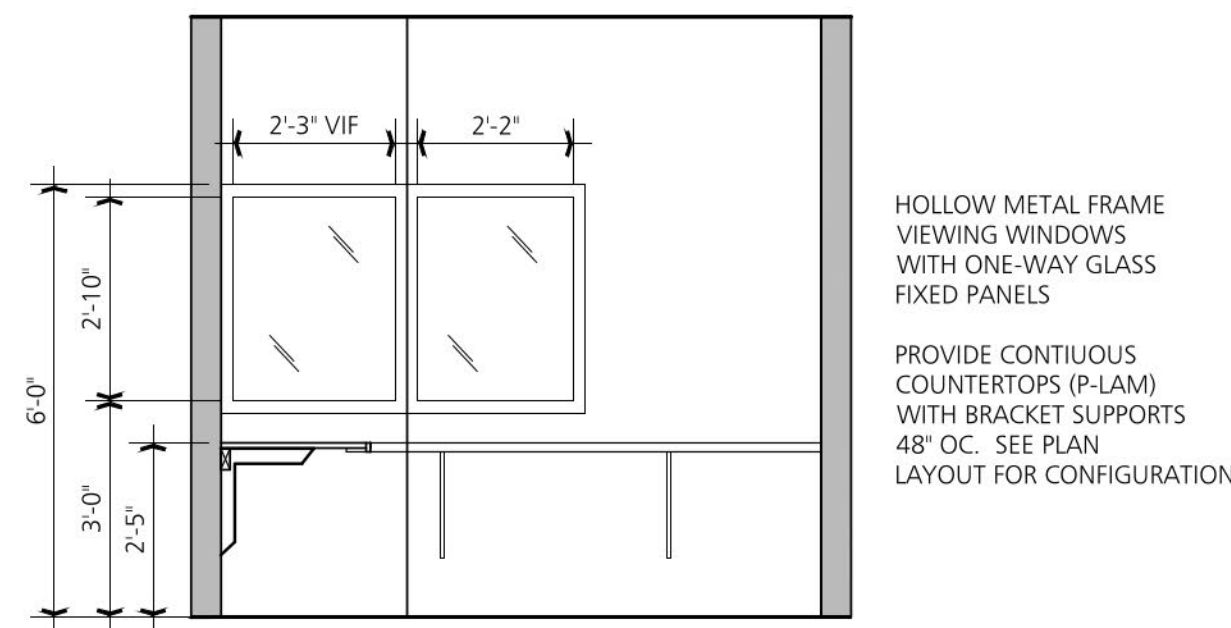


3
A-1
DOOR DETAILS
3/8" = 1'-0"

LEGEND	WALL NOTES:	CEILING LEGEND
	1. PROVIDE 3/4" FR 4" X 8" PLYWOOD PANEL AT IT CLST 103, COORDINATE LOCATION WITH TENANT EQUIPMENT AND PAINT (PT-1).	
	2. ALL EXISTING PARTITIONS AT DEMISING WALLS, EXTERIOR WALLS, GWB SILLS AND COLUMN ENCLOSURES TO BE PATCHED, REPAIRED FROM DAMAGES AND SANDED SMOOTH FOR NEW PAINT FINISH.	



4
A-1
ELEVATION - OBSERVE
3/8" = 1'-0"



5
A-1
ELEVATION - OBSERVE
3/8" = 1'-0"

DOOR SCHEDULE														
DOOR				SIZE				FRAME			LABEL	REMARKS	HARD. TYPE	
#	TYPE	MAT.	FIN.	W	H	T	TYPE	MAT.	FIN.					
RD01	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	C	EXG CLOSER, ENTRY SET	ES/CR	
RD02	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0		PASSAGE	
RD03	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0	PASSAGE		
RD04	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0	PASSAGE		
RD05	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0	PASSAGE		
RD06	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	PRIVACY		
RD07	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	PRIVACY		
RD08	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	PASSAGE		
RD09	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	PASSAGE		
RD10	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	CLOSER	ES/CR	
RD11	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	PASSAGE		
RD12	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	PASSAGE		
RD13	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	CLOSER	STORE RM	
RD14	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0	PASSAGE		
RD15	2	WD	FFS	3'-6"	X	7'-0"	X	2	HM	PT	0	PASSAGE		
RD16	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	ES/CR		
RD17	1	WD	FFS	3'-0"	X	7'-0"	X	1	HM	PT	0	NEW CLOSER, ENTRY	ES/CR	
NEW DOORS	001	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0		PASSAGE
	002	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0	CLOSER	PRIVACY
	003	4	WD	FFS	3'-0"	X	7'-0"	X	4	HM	PT	0	CLOSER	ES/CR
	004	5	ALUM	BRZ	3'-6"	X	7'-10"	X	5	ALUM	BRZ	0	STOREFRONT	KEY LOCK
	005	5	ALUM	BRZ	3'-6"	X	7'-10"	X	5	ALUM	BRZ	0	STOREFRONT	KEY LOCK

GENERAL DOOR AND FRAME NOTES

WOOD DOORS: INTERIOR FLUSH WOOD VENEER DOOR (SOLID CORE): MATCH EXISTING MANUFACTURER: MARSHFIELD ALGOMA PRE-FINISHED STAIN COLOR: 56-02 RATTAN

1. 1-3/4" X 7'-0"H X SCHEDULED WIDTH

FACE: 5 PLY VENEER FACES, SELECT WHITE BIRCH PLAIN SUCED PREMIUM

2. SHEEN: SATIN-MEDIUM (RUBBED EFFECT)

HARDWARE NOTES

1. ALL KEYING TO BE COORDINATED WITH BUILDING MGMT AND TENANT.

2. ALL NEW HARDWARE AND LOCKSETS TO MATCH EXISTING YALE LEVER STYLE 626 SATIN CHROME FINISH. OWNER/TENANT TO APPROVE ALL HARDWARE TYPES PRIOR TO ORDERING.

3. EACH DOOR LEAF SHALL RECEIVE A WALL STOP: 232W (US 32D) BY HAGEN. FLOOR STOPS WILL NOT BE ACCEPTED.

4. SEE "SECURITY HARDWARE NOTES" THIS SHEET FOR ADDITIONAL SECURITY SYSTEM REQUIREMENTS.

SECURITY HARDWARE NOTES:

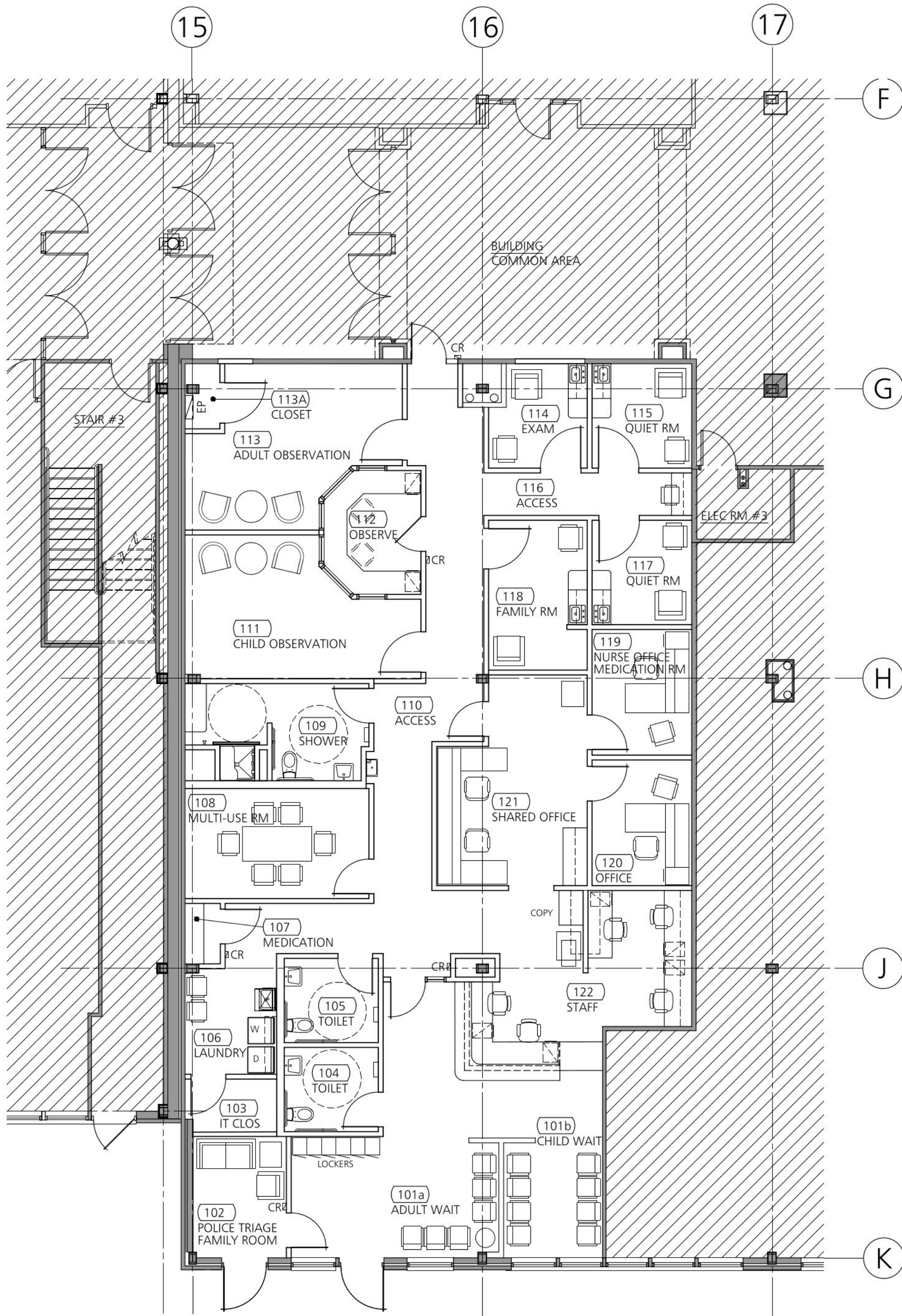
1. SECURITY VENDOR SHALL FURNISH AND INSTALL CARD READER ACCESS SYSTEM TO SECURE TENANT AREA FOR THIS PROJECT. SYSTEM TO BE COMPATIBLE WITH BUILDING SECURITY AND APPROVED BY TENANT AND BUILDING MANAGEMENT.

2. ALL EXIT DOORS WITH CARD READERS SHALL BE FAIL SAFE.

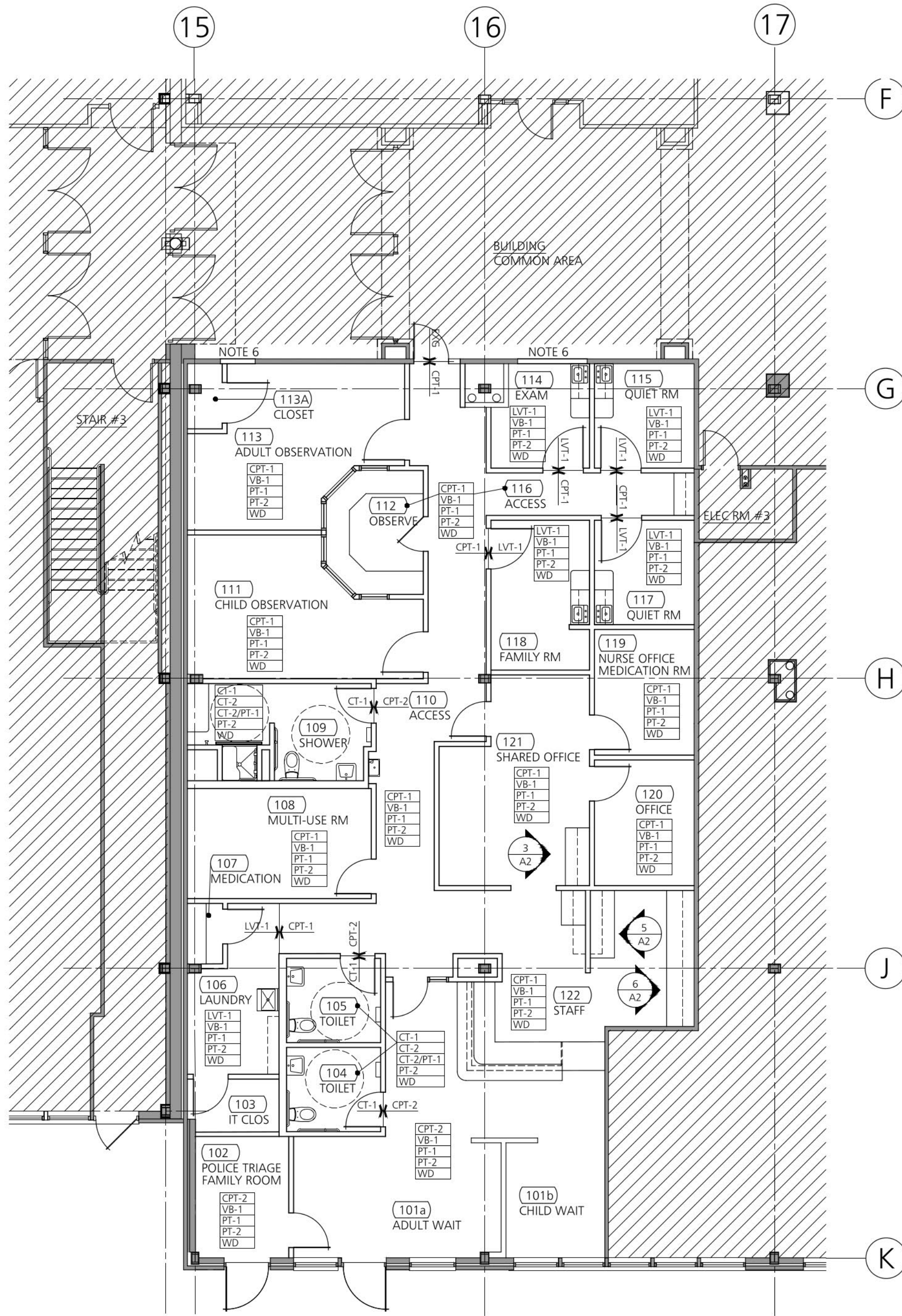
3. ELECTRIC STRIKES TO BE PROVIDED AND INSTALLED BY TENANT SECURITY VENDOR FOR COORDINATION WITH GC.

HOLLOW METAL FRAMES: MANUFACTURER: CURRIES C & MK SERIES DRYWALL FRAMES COLD ROLLED STEEL FRAME, 16 GAUGE, 2" FACE KNOCK DOWN (KD), 1 COAT BAKED ON PRIME PT RATINGS AS REQUIRED

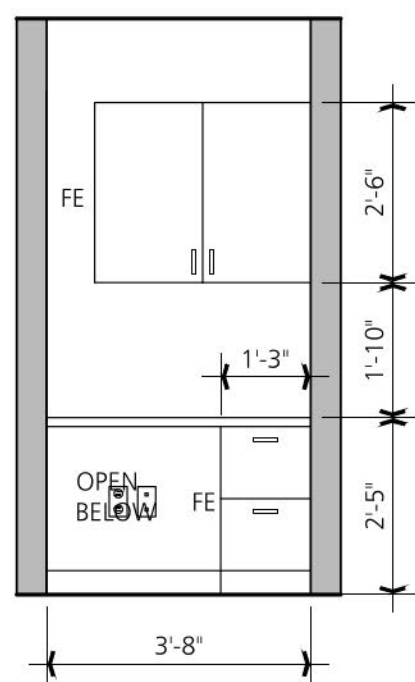
ALUMINUM STOREFRONT TO MATCH EXISTING KAWNEER 350 MEDIUM STILE BRONZE FINISH PROVIDE CLOSER



1 FURNITURE & OUTLET LOCATION PLAN
1/8" = 1'-0"

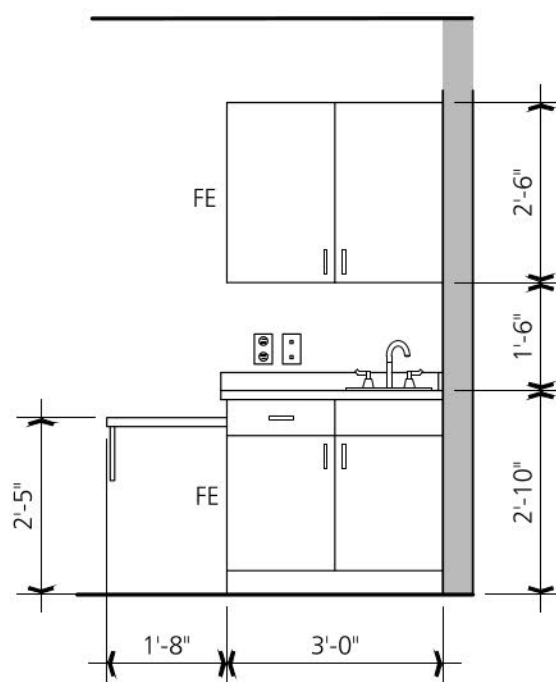


2 FINISH PLAN
1/8" = 1'-0"



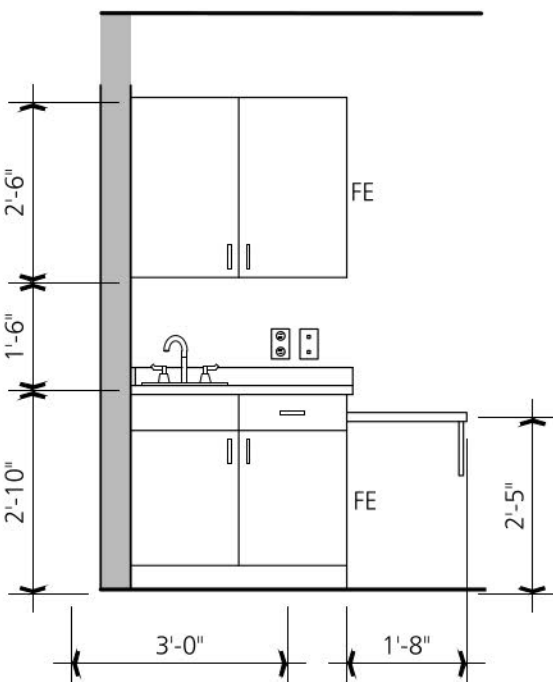
1 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING UPPER CABINETRY, BASE CABINET DRAWER UNIT, CUT BACK EXISTING COUNTERTOP TO OPENING

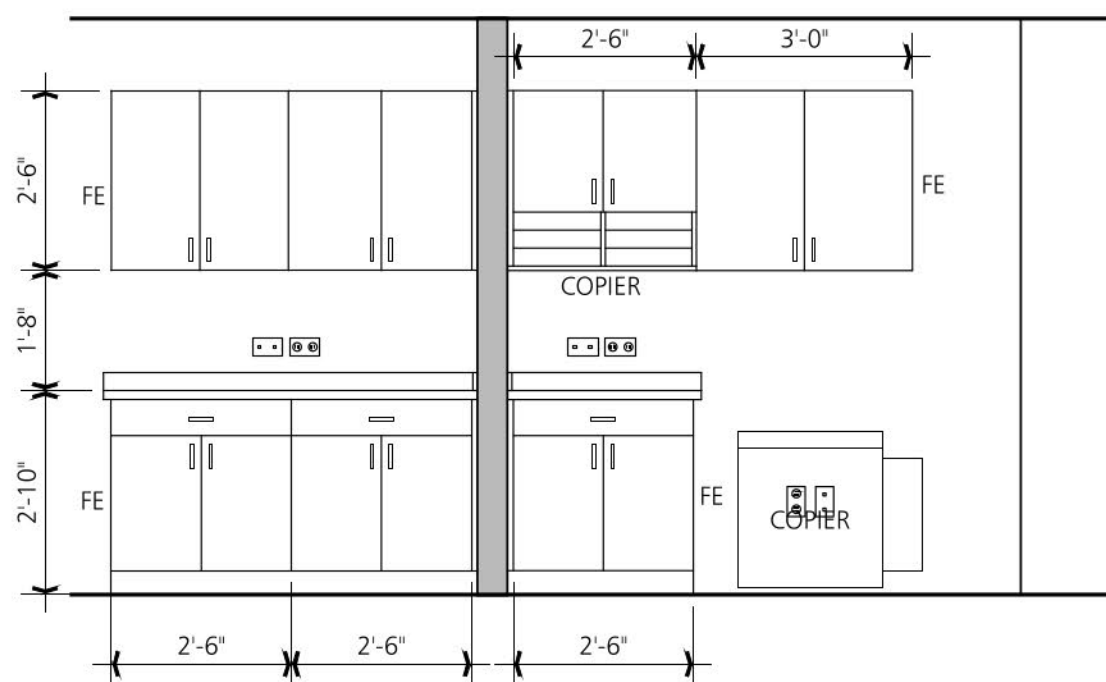


2 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING BASE AND UPPER CABINETRY, SOLID SURFACE COUNTERTOP AT CABINET, SIDE SURFACE COUNTER AND SUPPORT BRACKET, DROP-IN SINK AND FAUCET AT EXAM 114, QUIET 115, QUIET 117 FAMILY RM 118. SEE PLAN FOR HANDED CONFIGURATION

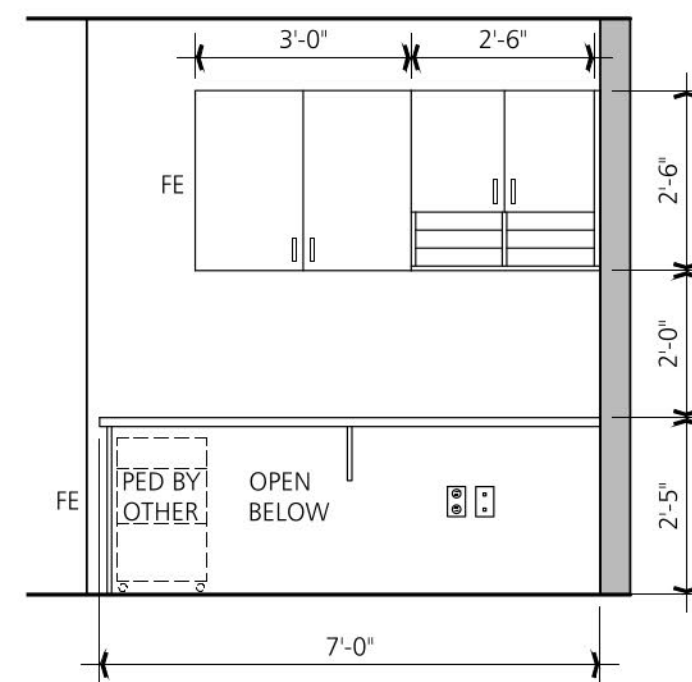


3 ELEVATION
3/8" = 1'-0"



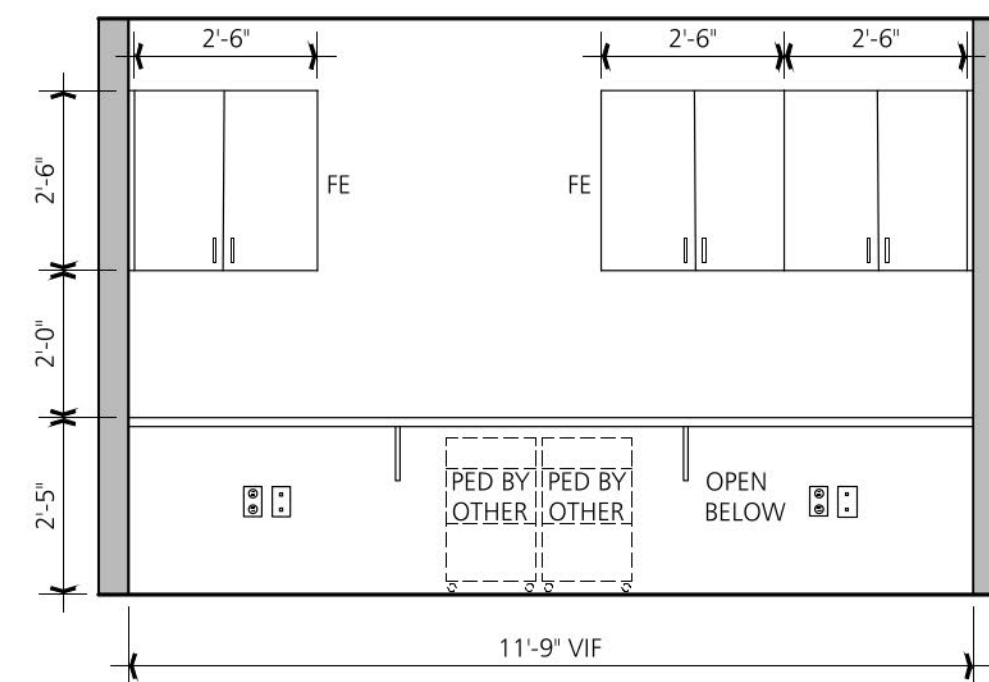
4 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING BASE AND UPPER CABINETRY, SOLID SURFACE COUNTERTOP AS CONFIGURED, PROVIDE FINISHED ENDS (FE) WITH LAMINATE TO MATCH AS REQUIRED



5 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING UPPER CABINETRY, CUT BACK EXISTING PLAM COUNTERTOP AS CONFIGURED, PROVIDE FINISHED ENDS (FE) WITH LAMINATE TO MATCH AS REQUIRED. PROVIDE GROMMET IN COUNTERTOP ABOVE OUTLETS.



6 ELEVATION
3/8" = 1'-0"

RELOCATE EXISTING UPPER CABINETRY, CUT BACK EXISTING PLAM COUNTERTOP AS CONFIGURED, PROVIDE FINISHED ENDS (FE) WITH LAMINATE TO MATCH AS REQUIRED. PROVIDE GROMMET IN COUNTERTOP ABOVE OUTLETS.

OUTLET LEGEND

CR = CARD READER
COORDINATE POWER TO DOOR
SEE DOOR DETAILS

SECURITY AND CARD READERS

- GC TO COORDINATE ALL LOCATIONS FOR CAMERAS, CARD READERS AND ASSOCIATED POWER REQUIREMENTS WITH OWNER, TENANT AND SECURITY VENDORS AS REQUIRED.

OUTLET NOTES:

- SEE MEP PLANS FOR OUTLET DETAILS, SPECIFICATIONS AND CIRCUITRY.
- GC TO COORDINATE OUTLET LOCATIONS WITH MILLWORK, EQUIPMENT AND FURNITURE.
- ALL NEW OUTLET COVERS AND RECEPTACLES TO BE WHITE.

FINISH LEGEND:

CARPET	(CPT)	MILLWORK FINISHES
CPT-1	MODULAR CARPET PLANK 18" X 36"	PLASTIC LAMINATE PL
USE:	GENERAL	
MANUFACTURER:	SHAW CONTRACT	PL-1
STYLE:	5T113 FINE POINT	USE: CABINETY FRONTS
COLOR:	13761 GOUACHE	MANUFACTURER: WILSONART
INSTALL METHOD:	ASHLAR	COLOR: PREMIUM WOODGRAIN (MATCH EXG)
CPT-2	MODULAR CARPET TILE 24" X 24"	PL-2
USE:	WALK-OFF AT TRIAGE / WAIT	USE: COUNTERTOP AT WORK AREA
MANUFACTURER:	PATCRAFT	MANUFACTURER: WILSONART
STYLE:	I0317 PRADO	COLOR: 4876-38 SHEER MESH
COLOR:	00595 OBSIDIAN	
INSTALL METHOD:	BRICK	SOLID SURFACE SS
LUXURY VINYL TILE	(LVT-1)	SS-1
USE:	GENERAL	USE: SOLID SURFACE
MANUFACTURER:	PATCRAFT	USE: COUNTER IN RECEPTION
STYLE:	1677V EARTHEN	MANUFACTURER: WILSONART
SIZE:	12" X 24" X 5MM	COLOR: 9135MG CASHMERE MIRAGE
COLOR:	TBD	
INSTALL METHOD:	MONOLITHIC	PORCELAIN TILE (CT)
VINYL BASE	(VB)	CT-1
USE:	GENERAL	USE: FLOOR TILE
MANUFACTURER:	JOHNSONITE	SIZE: 12" X 24"
PRODUCT:	1/8" X 4" VINYL COVE BASE	MANUFACTURER: CAESAR CERAMICHE
COLOR:	TG6 MINK VVG	STYLE: KEY MOOD
PAINT	(PT)	COLOR: SMOKE
MANUFACTURER:	BENJAMIN MOORE	GROUT: MAPEI #27 SILVER
PT-1	USE: GENERAL WALLS, GWB SOFFITS	CT-2
FINISH:	EGGSHELL	USE: MOSAIC FLOOR TILE
COLOR:	OC-28 COLLINGWOOD	SIZE: 2" X 2"
PT-2	USE: HM DOOR SIDELITE FRAMES	MANUFACTURER: CAESAR CERAMICHE
FINISH:	SEMI-GLOSS	STYLE: KEY MOOD
COLOR:	2112-40 STONE	COLOR: SMOKE
		GROUT: MAPEI #27 SILVER
		CT-3
		USE: WALL TILE
		SIZE: 8" X 24"
		MANUFACTURER: AMERICAN OLEAN
		STYLE: COLOR STORY
		COLOR: 0053 DEPENDABLE
		GROUT: MAPEI #27 SILVER

FINISH SYMBOLS:

CPT-1	FLOOR TYPE
VB-1	BASE TYPE
PT-1	WALL FINISH
PT-2	TRIM FINISH
WD	DOOR MATERIAL

CPT-1 CPT-2 INDICATES TRANSITION LOCATION OF DIFFERENT FLOORING MATERIALS

FINISH NOTES:

- REMOVE EXISTING CELLULAR SHADES AT EXTERIOR WINDOWS AND PROVIDE NEW ROLLER MESH SHADES:
MANUFACTURER: DRAPER
PRODUCT: FLEXSTYLE CASSETTE UPLIFT (CORDLESS)
SINGLE ROLLER, SURFACE MOUNT, SQ CASSETTE
FABRIC: ESCREEN 3%
- FLOORING CONTRACTOR TO COORDINATE ALL REQUIRED FLOORING TRANSITIONS AND PROVIDE APPROPRIATE MATERIAL DATA FOR REVIEW DURING SUBMITTALS BY ARCHITECT AND TENANT.
- FLOORING CONTRACTOR TO PREPARE SUBSTRATE AND INSTALL ALL MATERIALS ACCORDING TO MANUFACTURER'S RECOMMENDED SPECIFICATIONS AND METHODS.
- COORDINATE CARPET PATTERN DIRECTIONS WITH ARCHITECT PRIOR TO INSTALLATION.
- CARPET TILE AND LVT TO BE INSTALLED WITH FULL SPREAD RELEASABLE ADHESIVE. TACTILE TABS WILL NOT BE ACCEPTABLE.
- PATCH AND INFILL AT WALL LOCATIONS AND NEW ENTRY AT COMMON AREA LOBBY WALLS, PAINT WALLS, DOOR FRAME AND INFILL WALL BASE TO MATCH TO EXISTING.

FOR BUILDING PERMIT REVIEW

DRAWING TITLE:

FURNITURE PLAN
1ST FLOOR LEVEL - SUITE 125
FINISH PLAN

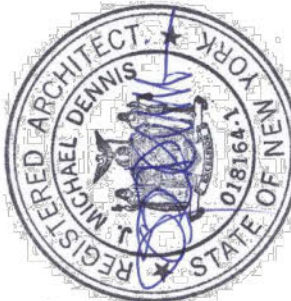
PRELIMINARY:

ISSUED:
DEC 22, 2025
REVISION:

A-2

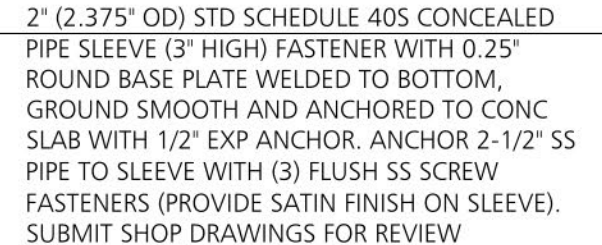
PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



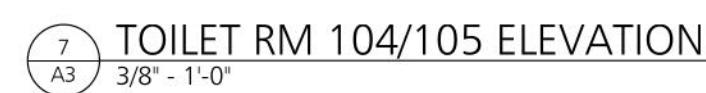
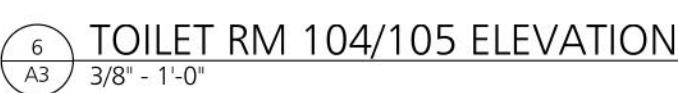
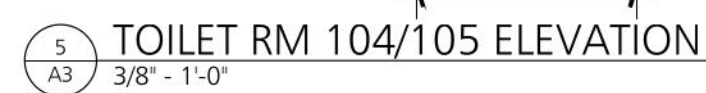
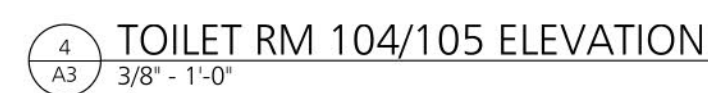
madesign
architecture interiors

100 Troy, NY 12180



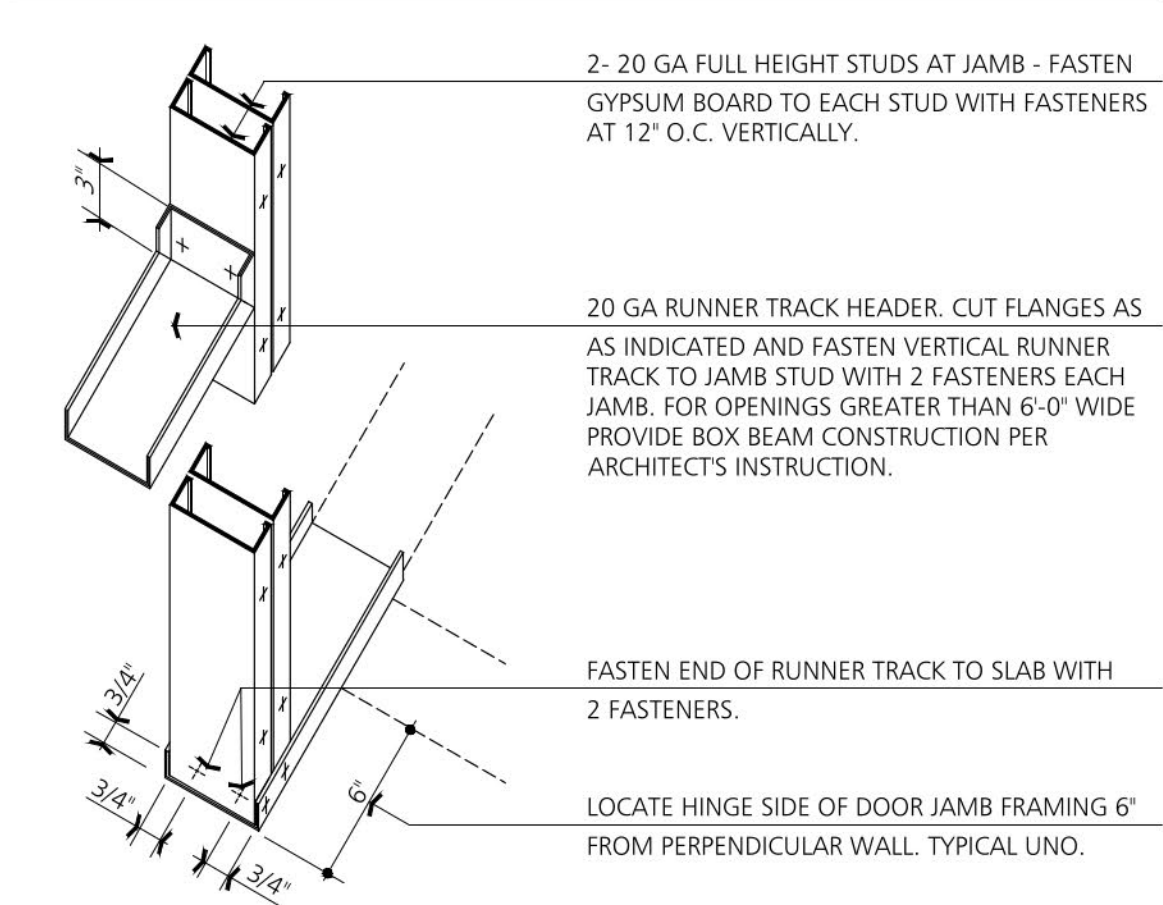
NOTES

1. PROVIDE SOLID BLOCKING FROM 2'-7" A.F.F. TO 3'-1" A.F.F. AT ALL TYPICAL HORIZONTAL GRAB BARS OR AS REQUIRED FOR OTHER ACCESSORIES. COORDINATE LENGTH OF BLOCKING WITH THE LENGTH OF ACCESSORY REFERENCED. EXTEND BLOCKING A MINIMUM OF 6" BEYOND THE END OF THE ACCESSORY AT BOTH ENDS.
2. MOUNT ALL ACCESSORIES IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND ANSI 117 (MOST CURRENT VERSION).

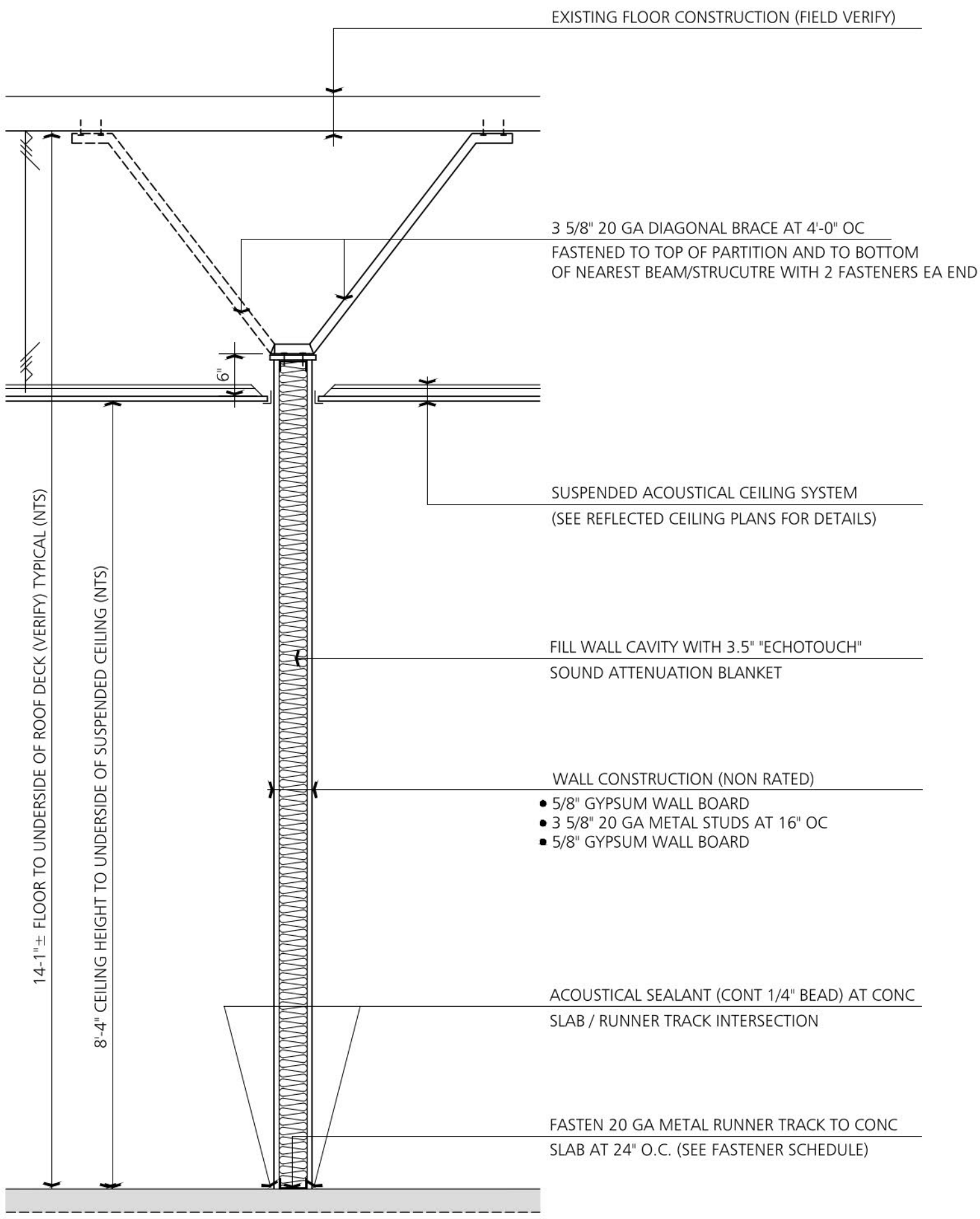
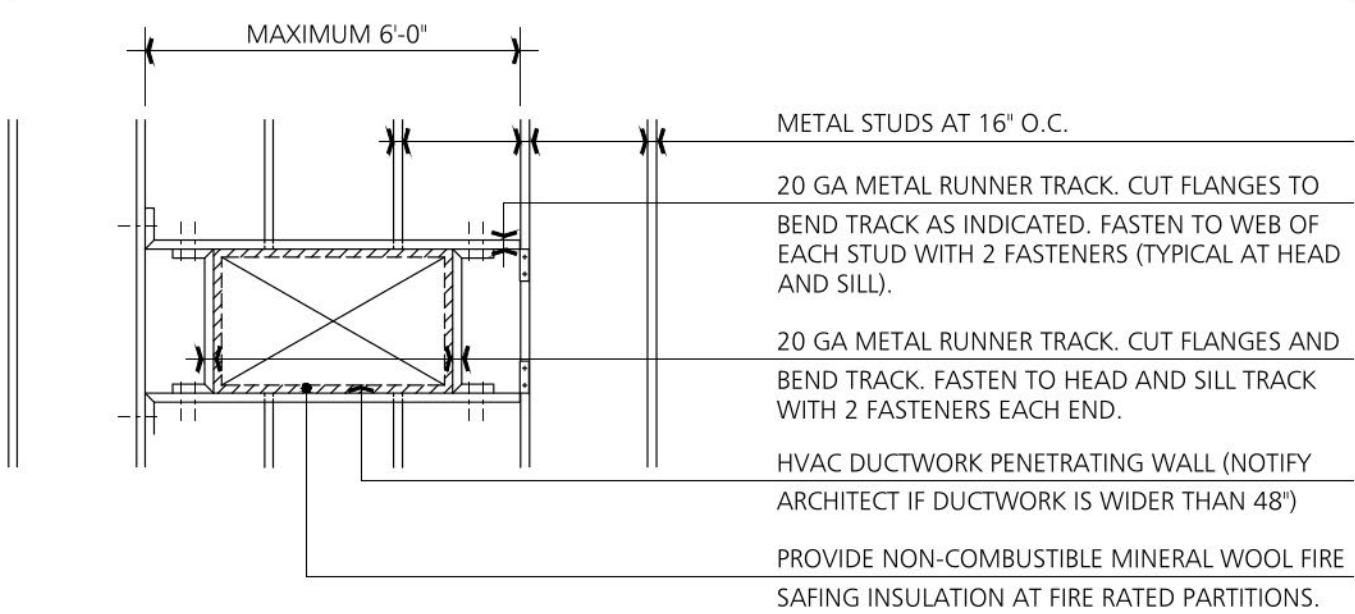


FASTENER SCHEDULE	
STEEL AND METAL ATTACHMENT	
25 GA (.021") UP TO 12 GA. (.105") METAL FASTENED TO 1/4" (.250") THROUGH 1/2" (.500") STRUCTURAL STEEL	12-24 X 1 1/4" HEX WASHER HEAD TEKS/5
ANY METAL TO METAL FASTENING UP TO 12 GA. (.105") TOTAL THICKNESS	1/2" TYPE "S-12" LOW PROFILE PAN HEAD SCREWS
ANY METAL TO METAL FASTENING FOR 12 GA. (.105") THROUGH .140" TOTAL THICKNESS	12-14 X 1" HEX WASHER HEAD TEKS/2
MASONRY AND CONCRETE ATTACHMENT	
25 GA (.021") UP TO 12 GA. (.105") METAL FASTENED TO MASONRY OR CONCRETE WALLS	3/16" DIAMETER X 1 1/4" LONG HEX HEAD TAPCON ANCHOR AT 16" O.C.
3/8" UP TO 3/4" PLYWOOD FASTENED TO MASONRY OR CONCRETE WALLS	3/16" DIAMETER X 1 3/4" LONG PHILLIPS FLAT HEAD (COUNTERSUNK) TAPCON ANCHORS
25 GA (.021") UP TO 12 GA. (.105") METAL TO CONCRETE FLOOR CONSTRUCTION	HILTI DN PIN .145" SHANK DIAMETER X 1 1/4" CONCRETE PENETRATION (POWDER ACTUATED FASTENER)
ALL TAPCON ANCHORS SHALL HAVE .0008 BLACK SPEX BASE TREATMENT AND BLUE CLIMASEAL FINISH	

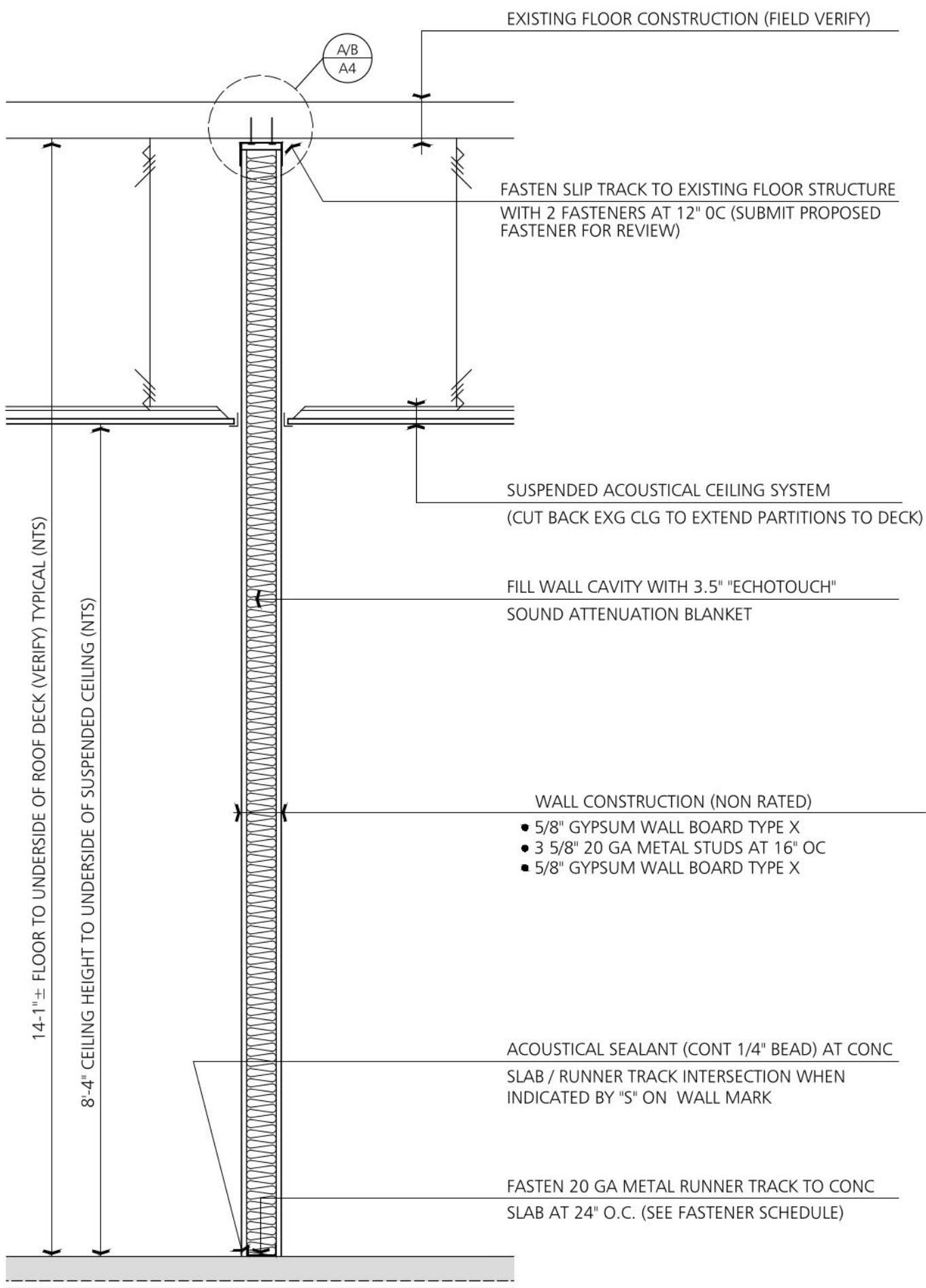
METAL STUD DOOR JAMB DETAIL NTS



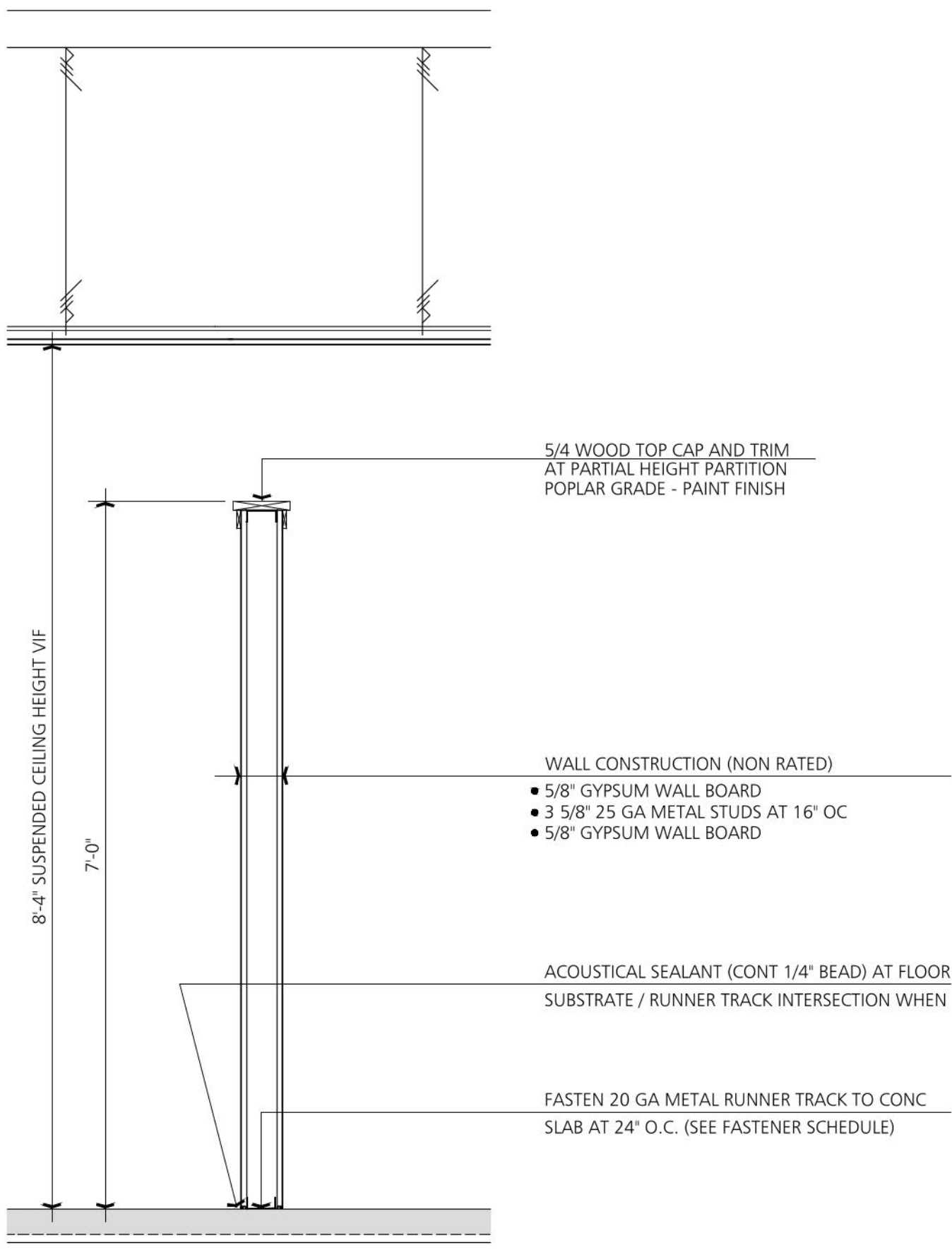
TYPICAL PARTITION PENETRATION DETAIL NTS



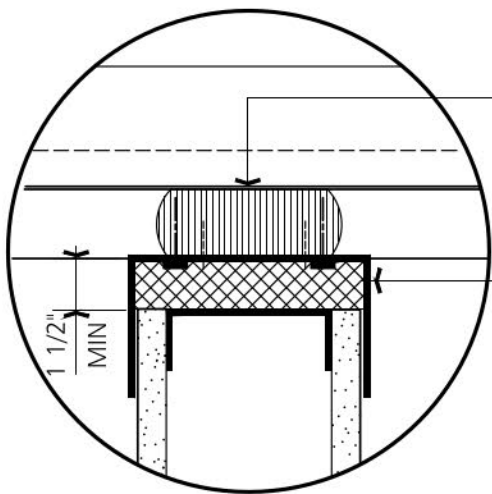
TYPE 1
NON-RATED PARTITION - 6" ABOVE SUSPENDED CEILING



TYPE 2
1 HR RATED PARTITION FULL HEIGHT TO DECK



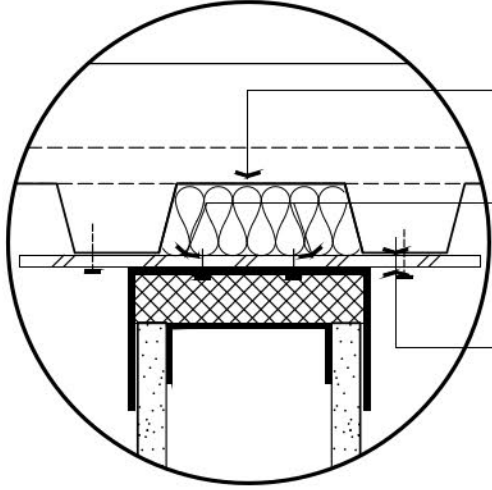
TYPE 3
NON-RATED PARTITION - PARTIAL HEIGHT



A
DEMISING PARTITION (PERPENDICULAR TO DECK FLUTES)

FILL FLUTE CAVITY WITH SOUND ATTENUATION INSULATION

FASTEN 18 GA 12" LONG X REQUIRED WIDTH CHANNEL SLIP TRACK TO METAL DECK AT 32" OC (TYPICAL)

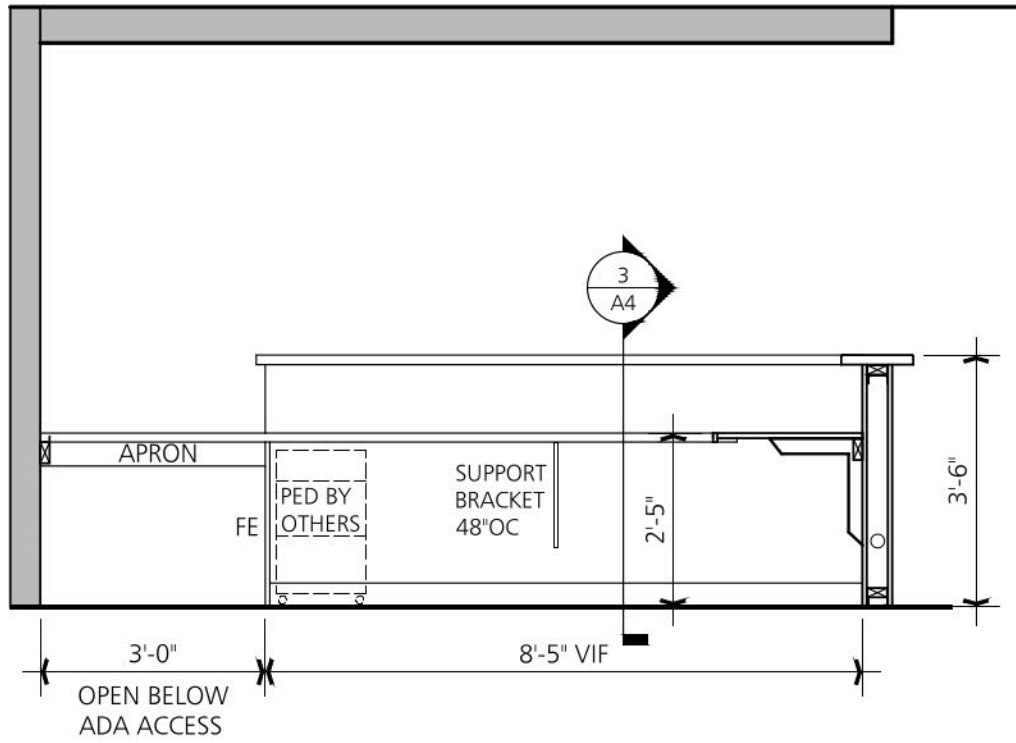


B
DEMISING PARTITION (PARALLEL TO DECK FLUTES)

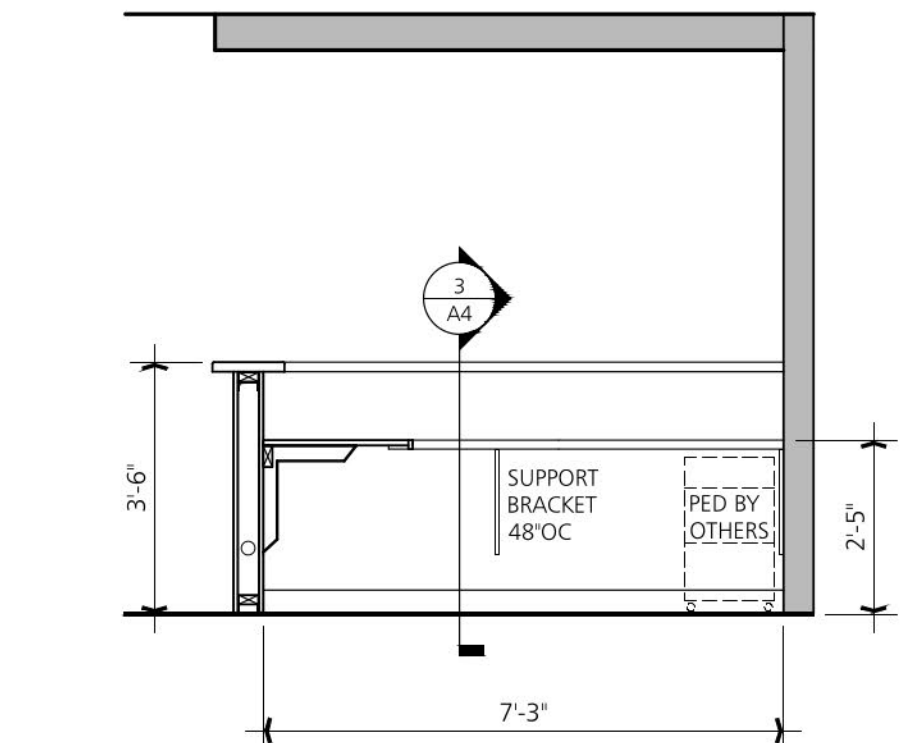
FILL FLUTE CAVITY WITH SOUND ATTENUATION INSULATION

FASTEN 18 GA CHANNEL SLIP TRACK TO EXTENDER PLATE WITH FOUR (4) 1/2" TYPE "S-12" LOW PROFILE PH FASTENERS (EACH PIECE)

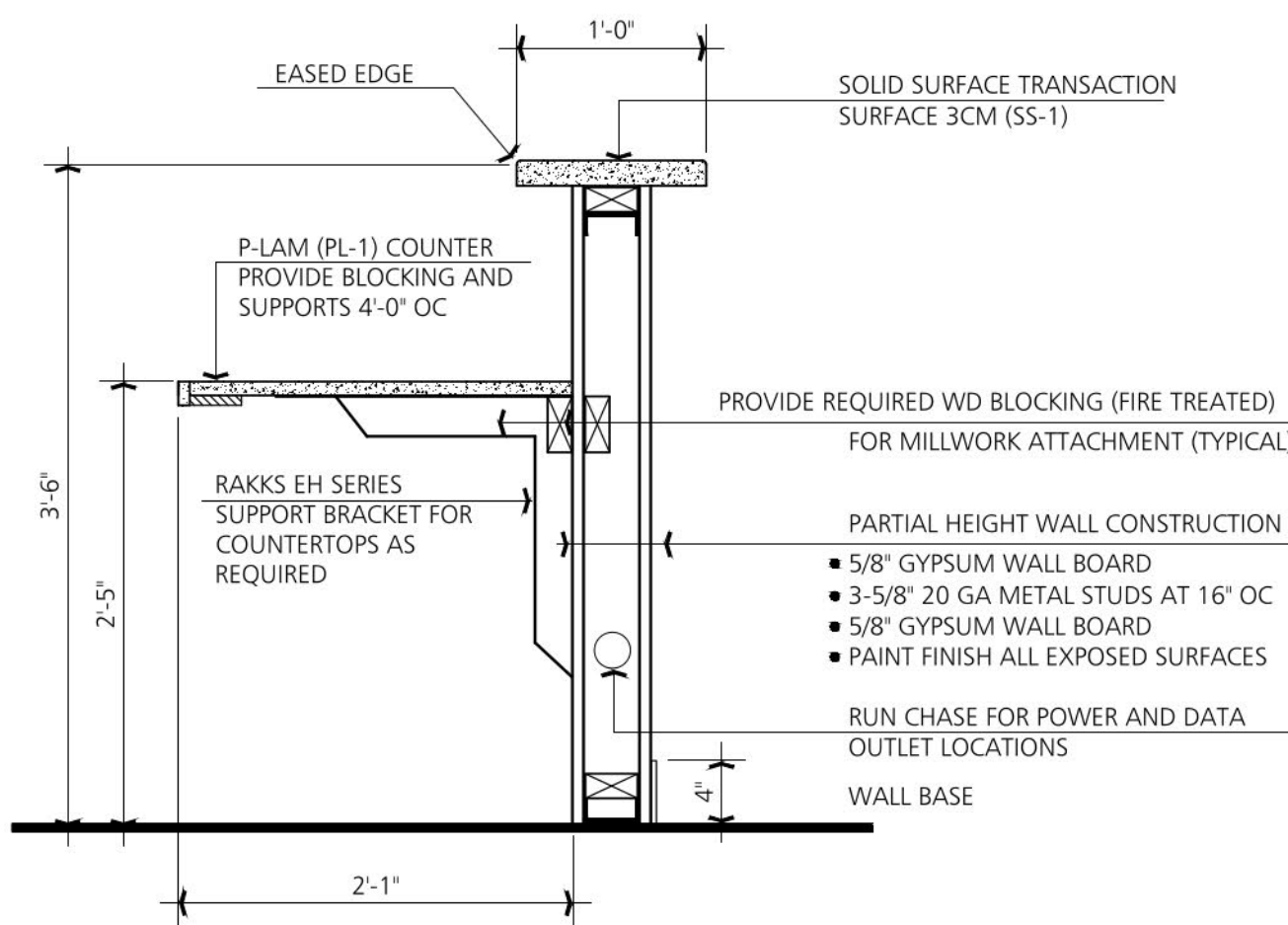
6" X 12" X 20 GA EXTENDER PLATE FASTENED TO STEEL DECK WITH TWO (2) 1/2" TYPE "S-12" LOW PROFILE PH FASTENERS AT 24" O.C. (TYPICAL)



1
A4
ELEVATION - RECEPTION
3/8" = 1'-0"



2
A4
ELEVATION - RECEPTION
3/8" = 1'-0"



3
A4
WALL/COUNTER SECTION - RECEPTION
1" = 1'-0"

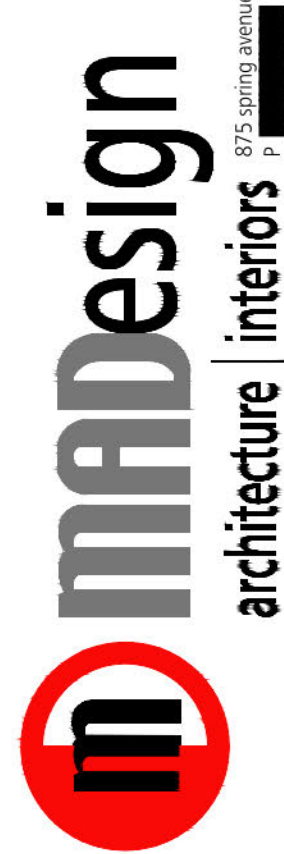
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SHEET NUMBER: DRAWING TITLE: PROJECT INFORMATION:

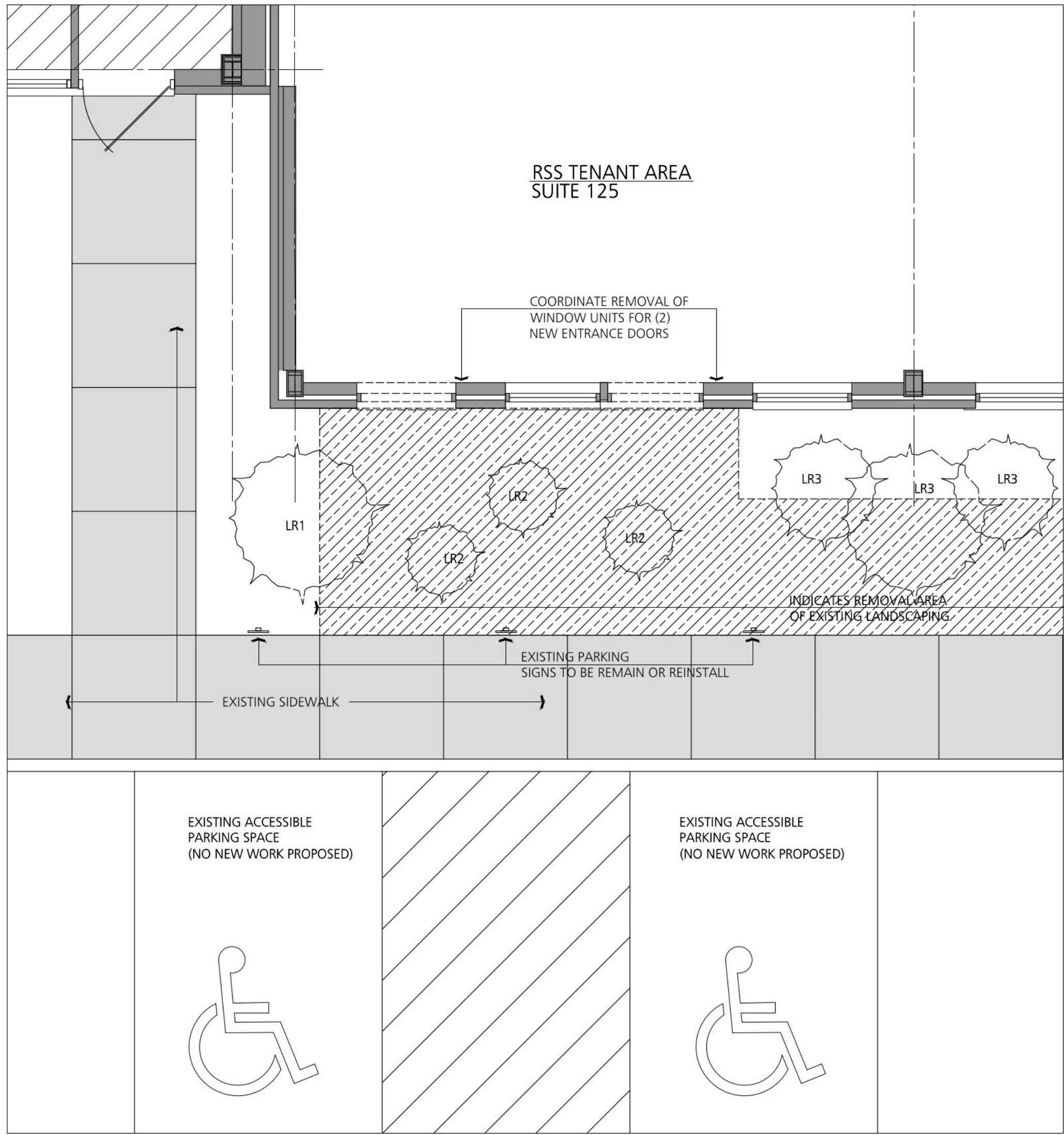
PRELIMINARY: ISSUED: DEC 22, 2025 REVISION:

PARTITION DETAILS
1ST FLOOR LEVEL - SUITE 125

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK

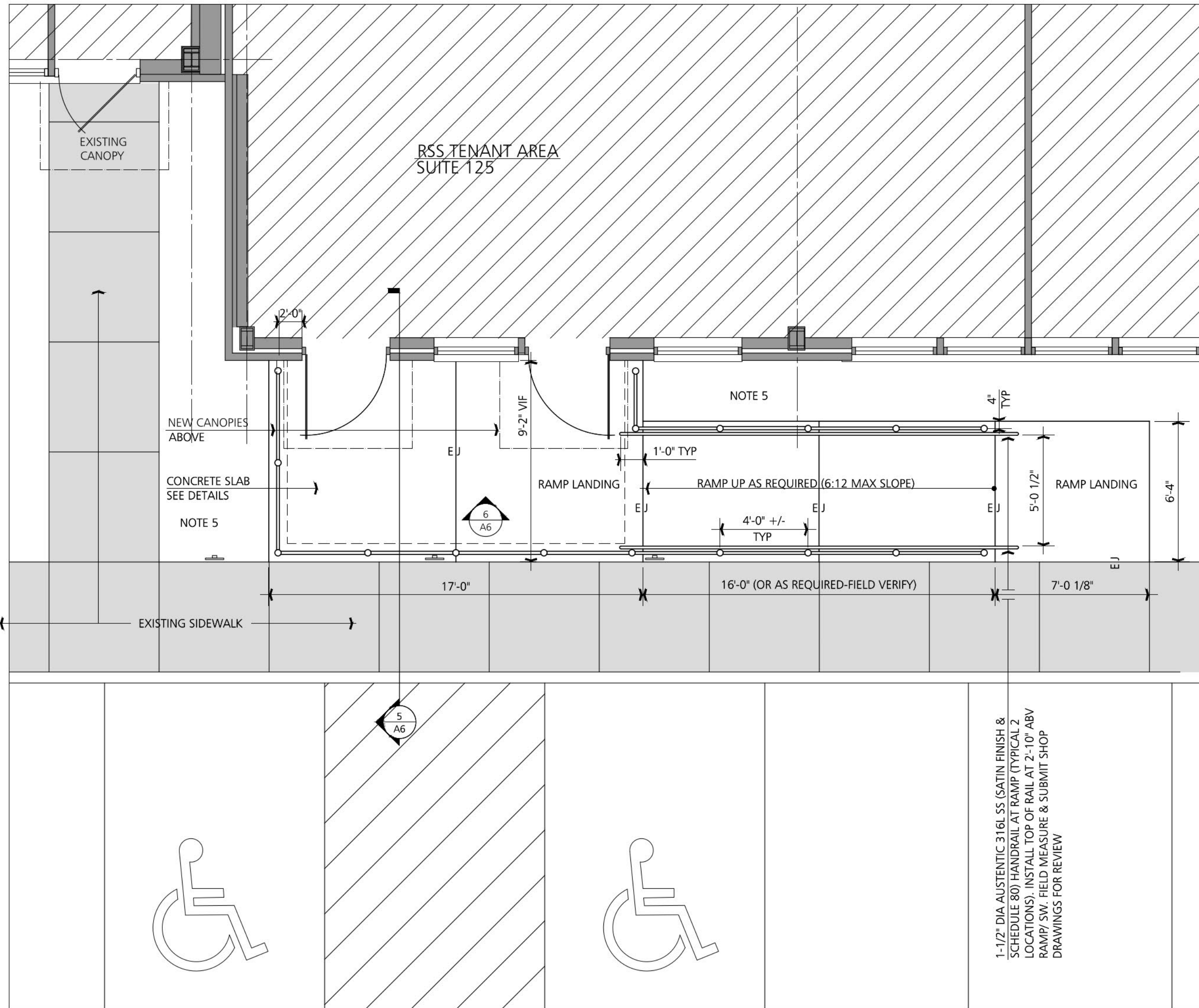


875 Spring Avenue
Troy, NY 12180
P



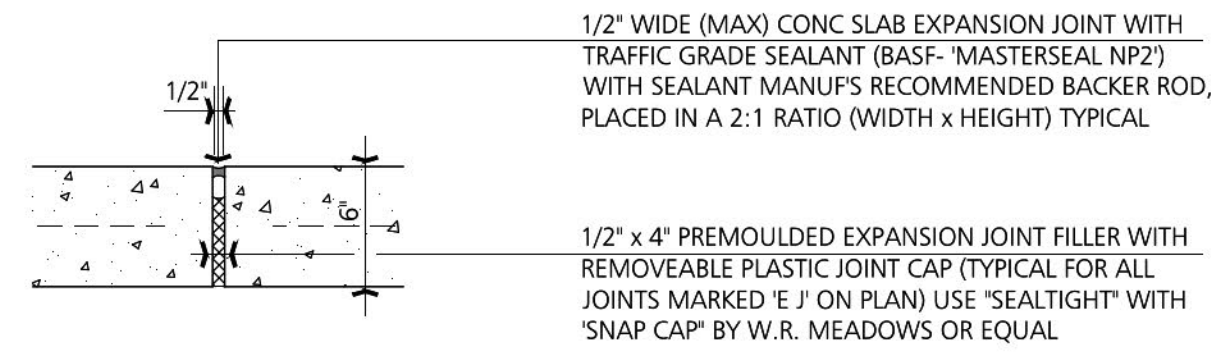
1
AS 1/4" = 1'-0"

PARTIAL PLAN - ENTRY AREA REMOVALS



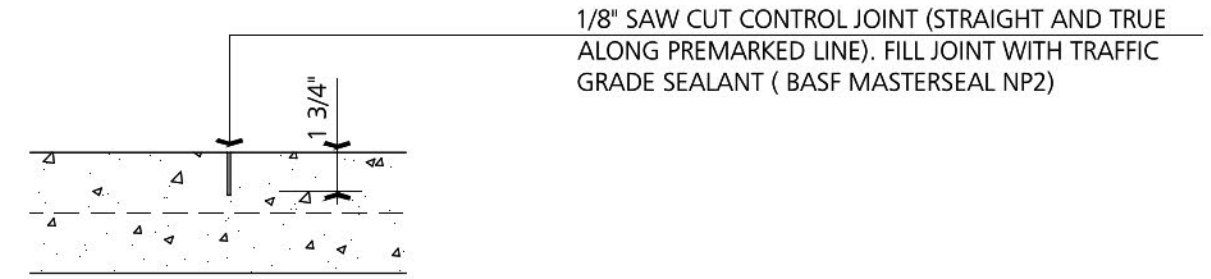
2
AS 1/4" = 1'-0"

PARTIAL PLAN - ENTRY AREA



3
AS 1-1/2" = 1'-0"

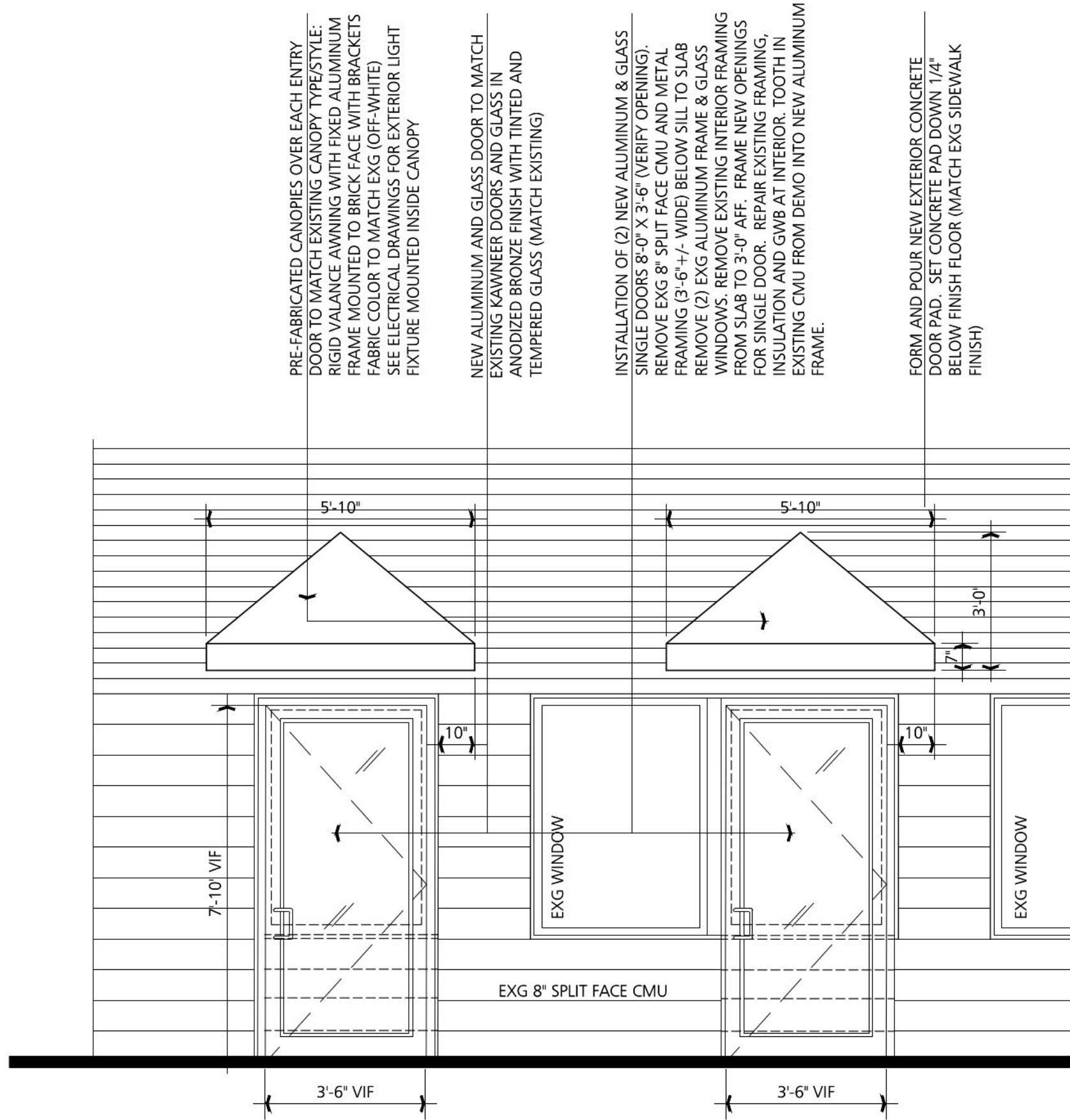
SIDEWALK EXP JOINT (EJ)



4
AS 1-1/2" = 1'-0"

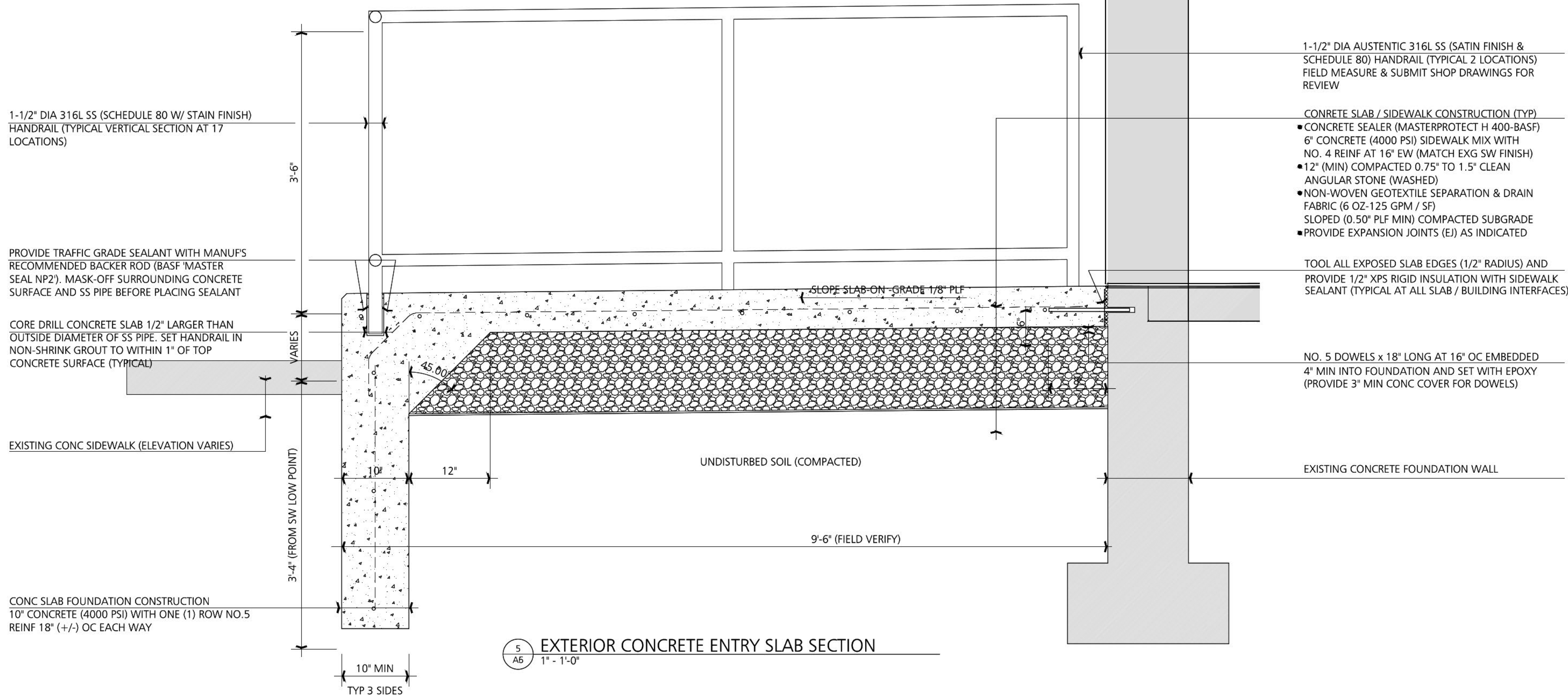
SIDEWALK CONTROL JT (SJ)

- SITE WORK NOTES:
- HATCHED AREA OF REMOVALS INDICATED ON PLAN TO BE CLEARED OF EXISTING SHRUBS, GRASS AND STONE AND PREPARED FOR NEW SIDEWALKS TO (2) ENTRANCE DOORS INTO TENANT SPACE.
 - "LR1" INDICATES REMOVAL OF (1) DECIDUOUS TREE.
 - "LR2" INDICATES REMOVAL OF (3) SHRUBS. "LR3" INDICATES REMOVAL OF EVERGREENS.
 - SEE PARTIAL ELEVATION FOR REMOVAL WORK AT EXISTING WINDOW FOR (2) NEW ENTRANCE DOORS.
 - INFILL DISTURBED AREAS AROUND NEW SIDEWALKS WITH WEED CONTROL FABRIC AND PROVIDE ADDITIONAL WASHED RIVERSTONE TO MATCH EXISTING LANDSCAPING MATERIAL.



6
AS 1/4" = 1'-0"

PARTIAL EAST ELEVATION AT ENTRY



5
AS 1\"/>

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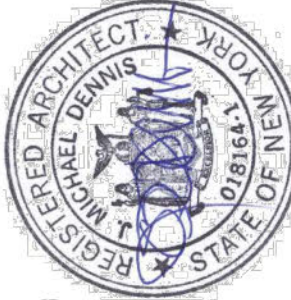
SHEET NUMBER: **A-5**

PRELIMINARY:
ISSUED: DEC 22, 2025
REVISION:

DRAWING TITLE:
EXTERIOR DETAILS
1ST FLOOR LEVEL - SUITE 125

PROJECT INFORMATION:

REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
7113 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



mDesign
architecture interiors

875 Spring Avenue Troy, NY 12180
P

[illegible]

PANELBOARD LP1P SPECIAL NOTES:

1. SCOPE OF WORK FOR PANELBOARD LP1P IS BASED ON ASSUMPTION THAT ALL EXISTING BRANCH CIRCUITS WILL BE REMOVED, WITH EXCEPTION OF THOSE SERVING THE EXISTING WATER HEATER AND ELECTRIC DUCT HEATER.
2. CONTRACTOR SHALL HAVE THE OPTION TO REUSE EXISTING BRANCH CIRCUITRY AND/OR TO REORGANIZE LOADS, AS APPLICABLE.

ELECTRICAL DEMOLITION SPECIAL NOTE:
REMOVE ALL LIGHTING FIXTURES, WIRING DEVICES, FIRE ALARM DEVICES, AND ASSOCIATED CIRCUITRY, CABLING, AND ROUGH-IN UNLESS OTHERWISE NOTED. FIELD VERIFY EXACT REQUIREMENTS.



Ryan S. Jones, P.E.
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REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH ROAD
713 TROY-SCHENECTADY ROAD, LATHAM, NEW YORK



12/22/25

Ryan S. Jones, P.E.
New York PE No. 095558-1

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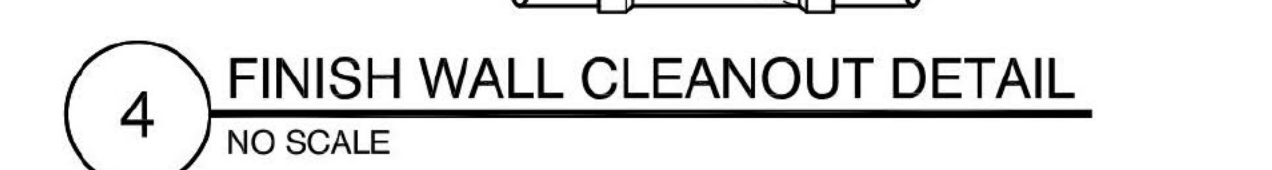
REVISIONS

DRAWN BY:	ZTP
DATE:	12.22.25
PROJECT #:	13032501
SHEET #:	

E1

7. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHT AND LOCATION.
8. PROVIDE HANDLAY HANGLAND GAS INSULATION KIT. COLOR SHALL BE SELECTED BY THE ARCHITECT
9. PROVIDE 10' MINIMUM CLEARANCE FROM WALLS AND CEILING. PROVIDE PLATED BRASS WARE: TAILPIPE AND IN-TOP AND CHIMNEY. PLATED TEUCOULATORS AT WALL PENETRATIONS.
10. REFER TO ARCHITECTURAL DRAWINGS FOR FOD DOWN SEAT. GRAB BAR, SHOWER HEAD/CENTRICITY LOCATIONS AND ALL OTHER ADA EQUIPMENT SPECIFICATIONS REQUIRED.
11. PROVIDE PLUMBING PER LOCAL CODES AND REQUIREMENTS. PROVIDE DRAINAGE WITH DRAINAGE PIPES TO MATCH EXISTING.
12. ACCESSORIES SHALL BE SAME MANUFACTURER AS FUTURE / EQUIPMENT USED ON THIS PROJECT.
13. PROVIDE PLUMBING PER LOCAL CODES AND REQUIREMENTS. PROVIDE DRAINAGE TO MATCH EXISTING.
14. COORDINATE SHOWER PAN HEIGHT WITH ARCHITECT
15. MATERIALS/ACCESSORIES ARE RECOMMENDED BY MANUFACTURER FOR ADA COMPLIANCE
16. INSTALL FLASH WITH FINISH FLOOR MATERIAL, AS RECOMMENDED BY EQUIPMENT MANUFACTURER.

[illegible]



- 49 2" TRAPPED WASTE UP TO FLOOR DRAIN.
- 50 4" WASTE UP TO WATER CLOSET.
- 51 2" WASTE UP TO LAVATORY/SINK.
- 52 2" WASTE UP TO BACK-TO-BACK SINKS.
- 53 2" WASTE UP TO SHOWER.
- 54 2" WASTE UP TO DRINKING FOUNTAIN.
- 55 2" WASTE UP TO LAUNDRY BOX.
- 56 CONNECT 2" WASTE PIPING TO EXISTING 2" (OR LARGER) WASTE PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 57 1.5" VENT UP.
- 58 CONNECT 4" WASTE PIPING TO EXISTING 4" (OR LARGER) WASTE PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 59 4" WASTE UP TO FINISH WALL CLEANOUT.
- 60 0.75" HOT AND COLD WATER AND 1.5" VENT DOWN. EXTEND 0.5" HOT AND COLD WATER TO EACH OF (2) LAVATOIRES/SINKS.
- 61 CONNECT 0.75" HOT AND COLD WATER PIPING TO EXISTING 1" (OR LARGER) HOT AND COLD WATER PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 62 0.5" HOT AND COLD WATER DOWN TO SHOWER.
- 63 0.5" COLD WATER DOWN TO WATER CLOSET.
- 64 0.5" HOT AND COLD WATER AND 1.5" VENT DOWN TO LAVATORY.
- 65 0.5" COLD WATER AND 1.5" VENT DOWN TO DRINKING FOUNTAIN.
- 66 CONNECT 0.75" HOT AND 1" COLD WATER PIPING TO EXISTING 1" (OR LARGER) HOT AND COLD WATER PIPING IN THIS AREA. CONNECT 1.5 VENT PIPING TO 1.5" (OR LARGER) VENT PIPING IN THIS AREA. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 67 0.5" HOT AND 0.75" COLD WATER AND 1.5" VENT DOWN. EXTEND 0.5" HOT AND COLD WATER TO LAUNDRY BOX AND 0.5" WATER TO WATER CLOSET.
- 68 2" VENT DOWN.
- 69 RELOCATE EXISTING PLUMBING FIXTURE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 70 2" VENT UP.
- 71 1.5" VENT DOWN.
- 72 2" TRAPPED WASTE UP TO TRENCH DRAIN.

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Ryan S. Jones, P.E.
New York PE No. 095558-I

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DRAWN BY:	ZTP
DATE:	12.22.25
PROJECT #:	13032501
SHEET #:	

M1

AIR DEVICE SCHEDULE											
MARK	MANUFACTURER	MODEL	DUCT CONNECTION SIZE	SERVICE	MOULDED SIZE	FRAME	FINISH	DAMPER	MAX. P.C. (L/FT)	NOTES	
KT	KRUEGER	999	6" - 0.100 CM	EXHAUST	24X24	LAYUP	WHITE	-	30	0.01"	1
ST	KRUEGER	FLOJ	8" - 0.10 0.10 CM	SUPPLY	24X24	LAYUP	WHITE	-	30	0.00"	1.2

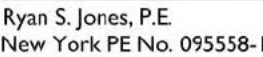
NOTES:

1. GULFSTREAM NECK SHALL BE SAME SIZE AS BRANCH/DUCTWORK UNLESS NOTED OTHERWISE ON PLAN.
2. DISCHARGE AIR PATTERN SHALL BE 4-WAY UNLESS NOTED BY DIRECTION ON PLAN.

- 7 REMOVE EXISTING AIR DEVICE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 8 EXISTING 8x8 EXHAUST DUCT UP.
- 9 EXISTING 22x14 SUPPLY AND RETURN DUCT UP.
- 10 RELOCATE EXISTING THERMOSTAT. MOODY/EXTEND WIRING AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 11 REMOVE/RELOCATE EXISTING AIR DEVICE TO BE USED IN NEW LOCATION PER NEW HVAC CONTRACT. MOODY/EXTEND DUCTWORK AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 12 SHIFT EXISTING AIR DEVICE MINIMALLY AS REQUIRED TO ALIGN WITH NEW CEILING GRID IN SAME LOCATION. MOODY/EXTEND DUCTWORK AS REQUIRED. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS.
- 13 CONNECT NEW BRANCH DUCT TO EXISTING DUCT. FIELD VERIFY EXACT SIZE AND LOCATION OF EXISTING DUCT.
- 14 EXISTING MOTORIZED DAMPER SHALL REMAIN.
- 15 EXISTING ELECTRIC DUCT HEATER SHALL REMAIN.
- 16 RETURN DUCT OPEN TO PLENUM.

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DRAWN BY:	ZT
DATE:	12.22.2
PROJECT #:	1303250
SHEET #:	

M2



NO SCALE



HVAC SPECIAL NOTES:

1. EXISTING DUCTWORK LOCATIONS AND SIZES ARE APPROXIMATIONS BASED ON FIELD OBSERVATION. FIELD VERIFY EXACT LOCATIONS AND SIZES AS REQUIRED TO CONNECT NEW DUCTWORK, BALANCE AIRFLOWS, ETC.
2. PROVIDE COMPLETE TESTING AND BALANCING OF ALL AIRFLOW SYSTEMS.
3. PROVIDE GPS MODEL "GPS-MOD AT EXISTING 3-TON ROOFTOP UNIT SERVING THIS SPACE. FIELD VERIFY EXACT LOCATION AND REQUIREMENTS. COORDINATE FOR INSTALLATION OF POWER FOR GPS DEVICE.
4. BALANCE TOTAL SUPPLY AIRFLOW TO 1200 CFM AND TOTAL VENTILATION AIRFLOW TO 215 CFM.

ELECTRICAL SYMBOLS:

	EXIT LIGHT; WALL / CEILING MOUNTED
	EMERGENCY LIGHT
	EXIT/EMERGENCY LIGHT
	LED LIGHT FIXTURE
	RECESSED LED DOWNLIGHT FIXTURE
	EMERGENCY LED LIGHT FIXTURE
	TRACK LIGHT
	WALL-MOUNT LIGHT FIXTURE
	WALL-MOUNT LIGHT FIXTURE WITH BACK-UP POWER SOURCE
	INDICATES UNSWITCHED "NIGHT LIGHT" FIXTURE
	20AMP, SINGLE POLE, 120/277V SWITCH
	20AMP, THREE-WAY, 120/277V SWITCH
	20AMP, FOUR-WAY, 120/277V SWITCH
	20AMP, DOUBLE POLE, 120/277V SWITCH
	DIMMER SWITCH
	120V ELECTRONIC TIMER SWITCH
	WALL BOX OCCUPANCY SENSOR SWITCH
	OCCUPANCY SENSOR FOR LIGHTING CONTROL; WALL / CEILING MOUNTED
	POWER PACK FOR LIGHTING CONTROL; CEILING MOUNTED
	SIMPLEX RECEPTACLE, 2P, 3P, 20A, 125V
	SIMPLEX RECEPTACLE, NEMA CONFIGURATION AS INDICATED
	DUPLEX RECEPTACLE, 2P, 3P, 20A, 125V
	DUPLEX RECEPTACLE, MOUNTED @ 42" ABOVE FINISHED FLOOR
	DUPLEX RECEPTACLE, INSTALLED FLUSH WITH CEILING
	DUPLEX RECEPTACLE, MOUNTED 6" ABOVE COUNTERTOP BACKSPASH
	DUPLEX RECEPTACLE W/ GROUND FAULT INTERRUPTER
	DUPLEX RECEPTACLE, SWITCHED
	DUPLEX RECEPTACLE, TAMPER RESISTANT
	DUPLEX RECEPTACLE, WEATHERPROOF
	DOUBLE DUPLEX RECEPTACLE WITH COMMON FACEPLATE
	RECEPTACLE MOUNTED IN FLUSH FLOOR BOX, REFER TO SPECIFICATIONS
	RECEPTACLE MOUNTED IN ITS TYPE BOX ON RIGID CONDUIT
	JUNCTION BOX; WALL / CEILING MOUNTED
	LIGHTING & POWER PANELBOARD
	ELECTRICAL EQUIPMENT, SEE SCHEDULE FOR TAGGED EQUIPMENT
	DISCONNECT SWITCH
	CONDUIT CONCEALED IN CEILING OR WALL
	CONDUIT CONCEALED IN FLOOR SLAB
	CONDUIT ROUTED EXPOSED AT STRUCTURE
	#12 CONDUCTORS, TICK MARKS INDICATE QUANTITY
	HOME RUN WITH PANEL AND CIRCUIT DESIGNATION
	PARTIAL HOME RUN WITH PANEL AND CIRCUIT DESIGNATION
	GROUND WIRE
	FEEDER PER SCHEDULE
	* TELEPHONE OUTLET
	* TELECOMMUNICATIONS OUTLET
	* CABLE TELEVISION OR MANY OUTLET
	* PROVIDE 4" SQUARE JUNCTION BOX WITH SINGLE-GANG PLASTER RING AND 1" DEDICATED CONDUIT TO ACCESSIBLE CEILING SPACE, PORTS, FACEPLATES, AND CABLING SHALL BE PROVIDED BY OWNER SELECTED VENDOR.

FIRE ALARM SYMBOLS:

	CEILING MOUNTED AUDIO/VISUAL FIRE ALARM ANNUNCIATING DEVICE
	WALL/CEILING MOUNTED CARBON MONOXIDE DETECTOR MONITORED BY FIRE ALARM SYSTEM
	CEILING MOUNTED HEAT DETECTOR
	CEILING MOUNTED SMOKE DETECTOR
	CEILING MOUNTED COMBINATION SMOKE/HEAT DETECTOR
	DUCT MOUNTED SMOKE DETECTOR WITH SAMPLING TUBE, INSTALL AT RETURN DUCT UNLESS OTHERWISE NOTED
	FIRE ALARM SYSTEM CONTROL PANEL
	WALL MOUNTED AUDIO/VISUAL FIRE ALARM ANNUNCIATING DEVICE
	EXTERIOR AUDIO/VISUAL FIRE ALARM ANNUNCIATING DEVICE
	FIRE ALARM DOOR HOLDER
	REMOTE ANNUNCIATOR PANEL
	FIRE ALARM BELL
	FLOW SWITCH
	FIRE ALARM SYSTEM INDIVIDUAL ADDRESSABLE MODULE
	MANUAL PULL STATION
	DUCT SMOKE DETECTOR REMOTE TEST SWITCH
	TAMPER SWITCH
	WALL MOUNTED VISUAL FIRE ALARM ANNUNCIATING DEVICE

SECURITY SYMBOLS:

	CARD READER/ACCESS CONTROL DEVICE, COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER
	ACCESS CONTROL SYSTEM POWER SUPPLY, COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER
	ACCESS CONTROL MAGNETIC LOCK, COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER
	ACCESS CONTROL PUSH-BUTTON, PROVIDE ROUGH-IN ONLY FOR DEVICES AND CABLING BY OTHERS
	WALL MOUNTED SECURITY CAMERA
	CEILING MOUNTED SECURITY CAMERA
	ACCESS CONTROL, ELECTRIC STRIKE, COORDINATE ROUGH-IN REQUIREMENTS WITH SYSTEM SUPPLIER

ACCESSIBLE RESTROOM EMERGENCY MONITORING SYMBOLS:

	EMERGENCY MONITORING ANTI-LIGATURE PULL CORD STATION
	EMERGENCY MONITORING AUDIO/VISUAL NOTIFICATION DEVICE

ACCESSIBLE RESTROOM EMERGENCY MONITORING SYSTEM GENERAL NOTES:

1. PROVIDE COMPLETE EMERGENCY MONITORING SYSTEM FOR ACCESSIBLE RESTROOMS, COMPLETE WITH ANTI-LIGATURE EMERGENCY PULL CORD STATIONS, WIRE/CABLING, AND CENTRAL MONITORING STATION.
2. REFER TO PLANS FOR DEVICE PROPOSED LOCATIONS, INSTALL AT PRECISE LOCATIONS AS RECOMMENDED BY MANUFACTURER.
3. SUBMIT SYSTEMS DOCUMENTATION FOR APPROVAL.

ELECTRICAL GENERAL NOTES:

- GENERAL
1. GENERAL ELECTRICAL NOTES APPLY TO ALL ELECTRICAL SHEETS.
 2. C/D LLC, BEING THE AUTHOR OF THESE CONSTRUCTION DOCUMENTS RESERVES THE RIGHT OF FINAL INTERPRETATION AS TO THEIR INTENT AND MEANING. ANY ADDITIONAL WORK OR COSTS RESULTING FROM THE CONTRACTORS OWN INTERPRETATION AS TO THE INTENT OR MEANING WITHOUT CONSULTATION WITH C/D LLC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO COST TO OWNER OR A/E.
 3. THE INTENT OF THE WORK INDICATED ON THESE CONSTRUCTION DOCUMENTS IS TO PROVIDE A FULLY FUNCTIONING SYSTEM IN COMPLETE WORKING ORDER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTORS SUPPLIERS TO INCLUDE ALL ACCESSORIES, COMPONENTS, PARTS, ETC. THAT MAY NOT BE INDICATED ON THESE CONSTRUCTION DOCUMENTS TO PROVIDE SYSTEMS AND EQUIPMENT THAT OPERATE SATISFACTORILY AS DESIGNED AND INTENDED.
 4. ALL ELECTRICAL WORK SHALL BE PERFORMED BY LICENSED CONTRACTORS IN ACCORDANCE WITH THE 2020 NEW YORK STATE BUILDING CODE, THE 2014 NATIONAL ELECTRICAL CODE, AND ALL LOCAL ORDINANCES ADOPTED BY THE AUTHORITY OR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW.
 5. THE CONTRACTOR SHALL INCLUDE ALL PERMIT AND INSPECTION FEES IN BID.
 6. PLANS ARE DIAGNOSTIC AND SHALL NOT BE SCALED, REFER TO CIVIL, STRUCTURAL AND ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS FOR DIMENSIONS, FIELD VERIFY ALL DIMENSIONS.
 7. EQUIPMENT AND CONDUIT LAYOUTS ARE DIAGNOSTIC, FIELD COORDINATE EXACT LOCATIONS AND ROUTINGS WITH STRUCTURE, PIPING, DUCTWORK, LIGHT FIXTURES, ETC. FINAL RESULT SHALL BE EQUIVALENT TO THAT INDICATED ON DRAWINGS.
 8. COOPERATE CLOSELY WITH ALL OTHER TRADES TO EXPEDITE CONSTRUCTION AND AVOID INTERFERENCES AND/OR CONFLICTS, BEFORE ANY PIPING, DUCTWORK, CONDUIT, ETC. IS INSTALLED, IT SHALL BE COORDINATED CAREFULLY BETWEEN ALL TRADES.
 9. MAINTAIN ALL CLEARANCES REQUIRED FOR EQUIPMENT, DO NOT ROUTE PIPING, DUCTWORK, ETC. ABOVE ELECTRICAL PANELS.
 10. DRAWINGS REPRESENT FINAL RESULT, REMOVE, RELOCATE, MODIFY EXISTING EQUIPMENT, DUCTWORK, PIPING, ETC. AS REQUIRED, FIELD VERIFY EXISTING CONDITIONS AND EXACT REQUIREMENTS.
 11. COORDINATE INFORMATION OUTLET, RECEPTACLE, AND OTHER DEVICE LOCATIONS WITH OWNER AND WITH MILLWORK AND WITH OTHER TRADES PRIOR TO ROUGH-IN.
 12. INFORMATION OUTLET (DATA AND TELEPHONE) DEVICES, WALL PLATES, AND ASSOCIATED WIRING SHALL BE SUPPLIED AND INSTALLED BY OTHERS UNDER A SEPARATE CONTRACT WITH THE OWNER.
 13. THE CONTRACTOR SHALL PROVIDE ELECTRONIC SHOP DRAWINGS/SUBMITTALS ON ALL FIXTURES AND EQUIPMENT FURNISHED UNDER THIS CONTRACT.
 14. IF CONTRACTOR WISHES TO INCORPORATE PRODUCTS OTHER THAN THOSE NAMED IN SPECIFICATIONS IN HIS BID OR PRODUCTS BY MANUFACTURERS OTHER THAN THOSE LISTED AS APPROVED MANUFACTURERS, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW AND APPROVAL OF PROPOSED SUBSTITUTIONS TO C/D LLC NOT LESS THAN FIVE WORKING DAYS PRIOR TO BID DATE. APPROVAL OR ACCEPTANCE OF PROPOSED SUBSTITUTION OF MANUFACTURERS OR ITEMS IS FOR THE PURPOSES OF BIDDING ONLY AND DOES NOT RELIEVE THE PROPOSED SUBSTITUTION FROM SUBMITTAL/SHOP DRAWING REVIEW AND DOES NOT CONSTITUTE PRIOR APPROVAL OF PROPOSED SUBSTITUTIONS.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF LARGER WIRING, CONDUIT, ENCLOSURES, CONTROL AND OVERCURRENT PROTECTIVE DEVICES, ETC. RESULTING FROM CONSTRUCTION OF EQUIPMENT OTHER THAN THAT WHICH WAS THE BASIS OF DESIGN AT NO COST TO OWNER OR A/E.
- PRODUCTS
1. LIGHT SWITCHES SHALL BE EQUIVALENT TO LEVITON DECORA SERIES, 20-AMP, 120/277-VOLT, IN COLOR SELECTED BY THE ARCHITECT/INTERIOR DESIGNER.
 2. DUPLEX RECEPTACLES SHALL BE EQUIVALENT TO LEVITON DECORA SERIES, 20A, 125V, NEMA CONFIGURATION 1-2P, IN COLOR SELECTED BY THE ARCHITECT/INTERIOR DESIGNER.
 3. ELECTRICAL DEVICE WALL PLATES SHALL BE HIGH IMPACT NYLON PLASTIC IN COLOR AS SELECTED BY THE ARCHITECT/INTERIOR DESIGNER.
 4. FEEDER AND BRANCH CIRCUIT WIRING SHALL BE COPPER, BOND WITH THIN/THIN INSULATION, BRANCH CIRCUIT WIRING SHALL BE #12 AWG MINIMUM, HOMERUNS FOR BRANCH CIRCUITS OVER 75 FEET LONG SHALL BE #10 AWG, OVER 100 FEET LONG, #8 AWG UNLESS INDICATED OTHERWISE.
- EXECUTION
1. PROVIDE ALL ACCESSORIES, COMPONENTS, ETC. REQUIRED FOR COMPLETE INSTALLATION OF SPECIFIED EQUIPMENT.
 2. PROVIDE UNSTRUTS AND ACCESSORIES AS REQUIRED FOR SUPPORT OF PIPING, EQUIPMENT, ETC.
 3. COORDINATE LIGHTING AND CEILING DEVICE LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLANS.
 4. ALL WIRING SHALL BE INSTALLED IN EMT CONDUIT AND SHALL BE CONCEALED UNLESS OTHERWISE NOTED, PVC CONDUIT WILL BE ALLOWED BELOW SLAB, ALL TRANSITIONS FROM PVC TO STEEL CONDUIT SHALL BE MADE BELOW GRADE, MINIMUM CONDUIT SIZE FOR LIGHTING AND POWER BRANCH CIRCUITS ABOVE GRADE SHALL BE 1/2", CONDUIT SIZE FOR LIGHTING AND POWER BRANCH CIRCUITS BELOW GRADE SHALL BE 3/4", CONTRACTOR SHALL HAVE THE OPTION TO USE METALLIC CLAD (M/C) CABLE FOR CONCEALED BRANCH CIRCUIT WIRING.
 5. MINIMUM CONDUIT SIZE FOR INFORMATION OUTLETS SHALL BE 3/4", CONDUIT STUBS SHALL BE TERMINATED WITH UNBROKEN BUSCHMIDT BUSHINGS.
 6. ALL LIGHTING AND POWER CIRCUITS SHALL HAVE A GROUNDING CONDUCTOR.
 7. ALL RECEPTACLES, TELECOMMUNICATIONS OUTLETS, AND TELEVISION OUTLETS SHALL BE INSTALLED AT 18" AFF TO CENTER UNLESS NOTED OTHERWISE, ALL SWITCHES SHALL BE INSTALLED AT 48" AFF TO CENTER UNLESS NOTED OTHERWISE.
 8. PROVIDE TYPED CIRCUIT DIRECTORIES FOR ALL PANELBOARDS, DIRECTORY INFORMATION SHALL INCLUDE CIRCUIT NUMBER AND EQUIPMENT SERVED.
 9. PROVIDE SLEEVES AT CONDUIT PENETRATIONS OF EXTERIOR OR FOUNDATION WALLS, SEAL PENETRATIONS WEATHERTIGHT.
 10. SEAL ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES AS NECESSARY TO RESTORE FIRE-RESISTANCE RATINGS OF ASSEMBLY, REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR RATED ASSEMBLIES, FIRESTOPPING MATERIALS AND REQUIREMENTS.
 11. CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO SPECIAL EQUIPMENT, PROVIDE ADAPTERS, FITTINGS, ETC. FOR ALL EQUIPMENT AS REQUIRED, COORDINATE SPECIFIC REQUIREMENTS WITH EQUIPMENT SUPPLIERS, REFER TO SPECIAL EQUIPMENT DRAWINGS FOR ADDITIONAL INFORMATION.
 12. ELECTRICAL CONTRACTOR SHALL PROVIDE ROUGH-IN FOR THERMOSTATS AND SENSORS, PROVIDE SINGLE-GANG BOX WITH 0.75" CONDUIT TO ABOVE ACCESSIBLE CEILING OR TO ASSOCIATED EQUIPMENT, THERMOSTATS, SENSORS, AND WIRING SHALL BE PROVIDED BY MECHANICAL CONTRACTOR, REFER TO HVAC PLANS FOR THERMOSTAT AND CONTROL LOCATIONS.

FIRE ALARM GENERAL NOTES:

- GENERAL
1. PROVIDE MODIFICATIONS TO EXISTING ADDRESSABLE MANUAL FIRE ALARM SYSTEM, WORK SHALL INCLUDE FURNISHING OF LABELS, EQUIPMENT, MATERIALS, INSTALLATION AND PROGRAMMING OF NEW STATIONS AND WIRING INCLUDE HAD POWER SUPPLIES OR NECESSARY MANUAL PULL STATIONS, AUTOMATIC SMOKE DETECTION, INSPECTION APPLIANCES, WIRING, TERMINATIONS, ELECTRICAL, BUSES AND ALL OTHER NECESSARY MATERIALS FOR A COMPLETE OPERATIONAL SYSTEM, FIRST RUN OF THE FIRE ALARM SYSTEM SHALL BE ALL LINES, CONDUITS, CABLES AND ELECTRICAL REQUIREMENTS FOR ANY ADDITIONAL POWER SUPPLIES OR HAD PANELS WITH ELECTRICAL CONTRACTOR, TO PROVIDE POWER AS REQUIRED.
 2. MAINTAIN DEVICE AND INSPECTION APPLIANCE LOCATIONS ARE UNCHANGINGLY INDICATED ON PLANS, EXACT DEVICE AND APPLIANCE COUNTRIES, LOCATIONS, SPECIFICATIONS, ETC. SHALL BE REVIEWED BY FIRE ALARM CONTRACTOR AND VENDOR TO ACCOMMODATE ALL APPLICABLE CODE AND STANDARD REQUIREMENTS.
 3. NO WORK MAY BEGIN ON ANY SEGMENT OF THIS PROJECT UNTIL THE ENGINEER HAS REVIEWED SUBMITTALS FOR CONFORMITY WITH PLANS AND SPECIFICATIONS, FIRE ALARM SYSTEM EQUIPMENT SUBMITTALS SHALL INCLUDE PRODUCT DATA SHEETS, EQUIPMENT WIRING DIAGRAMS, SEQUENCE OF OPERATION, FIRE ALARM SYSTEM LOG, ADDRESSABLE MANUAL, PORTER CALIBRATION, GAIN MANUAL, OPERATOR MANUAL, PROGRAMMING MANUAL, INSPECTION, INSTALLATION AND MAINTENANCE MANUALS, LICENSES, WARRANTIES AND WARRANTIES.
 4. LABELS & WIRING FOR THE FIRE ALARM SYSTEM PROVIDED SHALL BE MAINTAINED FREE FROM DEFECTS FOR A PERIOD OF TWELVE (12) MONTHS AFTER SUBstantial COMPLETION, FIRE ALARM SYSTEM FAILED DURING THE WARRANTY PERIOD SHALL BE ADJUSTED, REPAIRED, OR REPLACED AT NO CHARGE OF VENDOR, IN ORDER TO BE REPAIRED, THE CONTRACTOR SHALL RESPOND TO THE OWNER'S REQUEST FOR WARRANTY SERVICE WITHIN 24 HOURS DURING CUSTOMARY BUSINESS HOURS.
- DESIGN
1. ADDRESSABLE ALARM NOTIFICATION SHALL BE BY TONE SIGNALS OF ADDRESSABLE ANNUNCIATING DEVICES.
 2. MANUAL PULL STATIONS SHALL BE ADDRESSABLE, DOUBLE-ACTION TYPE WITH HOLDERS, RAISED-LETTER OPERATING INSTRUCTIONS OF CONTRASTING COLOR.
 3. VISIBLE ONLY ANNUNCIATING DEVICES (STROBES) SHALL COMPLY WITH UL 1971, CONSIST OF A REDDEN FLASH TUBE AND ASSOCIATED LENS/REFLECTOR SYSTEM WITH DIFFERENT FIELD SELECTABLE FLASH INTENSITIES OF 15, 75 AND 110 CD.
 4. ADDRESSABLE DEVICES (HORN/STROBES) SHALL COMPLY WITH UL 1971 AND 464, HORN SHALL HAVE HIGH AND LOW VOLUME SETTINGS AVAILABLE, AT LOW PPS, THE DEVICES SHALL HAVE MINIMUM 16 WATT SOUND POWER OF 80 DB AT 10'-0".
 5. STROBES SHALL BE SYNCHRONIZED WHERE MULTIPLE STROBES ARE LOCATED WITHIN A SINGLE ROOM, CORRIDOR, ETC.
 6. ACTIVATION OF A SUPERVISORY DEVICE SHALL ACTIVATE AN ADDRESSABLE SIGNAL AND ILLUMINATE AN LED AT THE CONTROL PANEL AND ANNUNCIATOR AND TRANSMIT THE ALARM TO THE SOUNDING SYSTEM.
 7. CENTRAL SYSTEM SMOKE DETECTORS SHALL BE PHOTOELECTRIC TYPE COMPATIBLE WITH FIRE ALARM CONTROL PANEL AND SHALL BE LISTED FOR RESIDUAL SERVICE UNLESS APPLICABLE, FIRE ALARM CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WIRE-CONNECTION WIRING.
- INSTALLATION
1. FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH NFPA STANDARDS AND MANUFACTURERS RECOMMENDATIONS BY FACTORY AUTHORIZED PERSONNEL WHO HAVE BEEN TRAINED AND EXPERIENCED IN THE INSTALLATION, INSPECTION AND TESTING OF FIRE ALARM SYSTEMS WITH A MINIMUM OF 3 YEARS EXPERIENCE.
 2. FIRE ALARM SYSTEM INSTALLATION SHALL BE PROVIDED WITH FACTORY START-UP SERVICES, THE INSTALLING CONTRACTOR SHALL COMPLETE ALL OF THE WORK REQUIRED TO INSTALL THE EQUIPMENT AND MAKE THE REQUIRED PRE-START-UP CONNECTION PRIOR TO THE ARRIVAL OF THE FIRE ALARM CONTRACTOR, THE FIRE ALARM CONTRACTOR SHALL BE RESPONSIBLE FOR THE START-UP OF THE EQUIPMENT, SYSTEM OPERATIONAL SYSTEM TESTS UPON COMPLETION OF INSTALLATION, CORRECT EXISTING RATED ASSEMBLIES, FIRESTOPPING MATERIALS AND REQUIREMENTS.
 3. INSTALLATION SHALL MEET THE REQUIREMENTS OF 2020 NEW YORK STATE BUILDING CODE, FIRE CODE, NFPA 70 (NEC) AND NFPA 72 AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION.
 4. ALL FIRE ALARM SYSTEM WIRING SHALL BE INSTALLED COMPLETELY IN EMT CONDUIT WHEN EXPOSED, PAINT FIRE ALARM JUNCTION BOXES RED.
 5. COORDINATE WITH MECHANICAL CONTRACTOR FOR SMOKE DAMPER ACTIVATION REQUIREMENTS.

ELECTRICAL CIRCUITRY GENERAL NOTES:

1. REFER TO PLANS FOR DESIGNATION OF CIRCUIT FOR SERVICE TO EACH LIGHTING FIXTURE, WIRING DEVICE, PIECE OF EQUIPMENT, ETC.
2. REFER TO PANELBOARD SCHEDULE(S) FOR WIRING AND CONDUIT SPECIFICATIONS FOR EACH CIRCUIT.

HVAC SYMBOLS:

	FLEXIBLE DUCTWORK
	CEILING RETURN/EXHAUST GRILLE
	CEILING SUPPLY DIFFUSER
	CEILING EXHAUST DIFFUSER
	TEMPERATURE SENSOR
	TEMPERATURE AVERAGING SENSOR
	SPACE CO2 SENSOR
	SPACE HUMIDITY SENSOR
	DUCTWORK (WIDTH/HEIGHT) WITH DAMPER
	DOUBLE WALL INSULATED SPIRAL DUCT
	FLEXIBLE CONNECTION
	FIRE DAMPER
	FIRE AND SMOKE DAMPER
	RADIATION DAMPER
	SMOKE DAMPER
	MOTORIZED DAMPER
	ZONE CONTROL DAMPER
	ZONE BYPASS CONTROL DAMPER
	DIFFUSER TYPE AND CFM
	RECTANGULAR TO ROUND TAKE-OFF
	CONSTANT AIRFLOW REGULATOR EQUIVALENT TO AMERICAN ALCOS CARS, PROVIDE WITH AIRFLOW AS SCHEDULED FOR ASSOCIATED EQUIPMENT OR AIR DEVICE

PLUMBING SYMBOLS:

	GREASE WASTE PIPING BELOW SLAB
	GREASE COMBINATION WASTE AND VENT PIPING
	GREASE WASTE PIPING ABOVE SLAB
	ROOF DRAIN PIPING ABOVE SLAB
	OVERFLOW ROOF DRAIN PIPING ABOVE SLAB
	SANITARY WASTE PIPING BELOW SLAB
	SANITARY COMBINATION WASTE AND VENT PIPING
	SANITARY WASTE PIPING ABOVE SLAB
	SANITARY COMBINATION WASTE AND VENT PIPING ABOVE SLAB
	DOMESTIC COLD WATER PIPING
	DOMESTIC HOT WATER PIPING
	DOMESTIC HOT WATER RECIRCULATION PIPING
	PLUMBING VENT PIPING
	CONDENSATE DRAIN PIPING
	NATURAL GAS PIPING
	SHUT-OFF VALVE
	CHECK VALVE
	SHOCK ABSORBER
	PRESSURE GAUGE
	TEE / ELBOW DOWN WITH VALVE IN VERTICAL PIPE
	FREEZEPROOF WALL HYDRANT / HOSE BIBB
	BACKFLOW PREVENTER
	FLOOR DRAIN / FLOOR SINK
	FINISH GRADE CLEANOUT
	FINISH FLOOR CLEANOUT
	FINISH WALL CLEANOUT

FIRE SPRINKLER GENERAL NOTES:

- GENERAL
1. PROVIDE ENGINEERING, FABRICATION, MATERIALS, AND EQUIPMENT NECESSARY FOR MODIFICATIONS/EXPANSION OF EXISTING AUTOMATIC FIRE SPRINKLER SYSTEM INCLUDING ALL ASPECTS OF SITE SERVICE PIPING, FIRE HYDRANTS, ETC. BUILDING ADDITION AND ALL AREAS AFFECTED BY RENOVATION SHALL BE PROTECTED BY AN AUTOMATIC WET PIPE AND/OR DRY PIPE FIRE SPRINKLER SYSTEM.
 2. PROVIDE COMPLETE NEW SERVICE PIPING AND SYSTEM COMPLETE WITH STANDPIPES AS INDICATED AND AS REQUIRED, FIELD VERIFY EXACT REQUIREMENTS TO ACCOMMODATE EXISTING CONDITIONS.
 3. ALL PERMITS, LICENSES, TAP FEES, INSPECTIONS, ENGINEERING FEES, ETC. REQUIRED FOR THIS WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR, CONTRACTOR SHALL ALSO PAY FOR ALL TAP FEES AND EQUIPMENT COSTS ASSOCIATED WITH THE FIRE SPRINKLER SYSTEM.
 4. THE FIRE SPRINKLER SYSTEM DESIGN AND INSTALLATION SHALL COMPLY WITH NFPA 13, FACTORY MUTUAL, STATE AND LOCAL CODES AS ADOPTED BY THE CITY OF LATHAM, NEW YORK.
 5. FIRE SPRINKLER WORK SHALL BE PERFORMED BY A QUALIFIED FIRE SPRINKLER CONTRACTOR WITH AT LEAST 5 YEARS OF INSTALLATION EXPERIENCE ON PROJECTS WITH FIRE PROTECTION WORK SIMILAR TO THAT REQUIRED FOR THE PROJECT.
 6. THE FIRE SPRINKLER SYSTEM SHALL BE ENGINEERED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK WITH AT LEAST 5 YEARS OF SUCCESSFUL FIRE SPRINKLER SYSTEM ENGINEERING EXPERIENCE, WHERE THE REGISTERED PROFESSIONAL ENGINEER IS AN EMPLOYEE OF THE SPRINKLER CONTRACTOR, THE CONTRACTOR SHALL HAVE A CERTIFICATE OF AUTHORITY TO RENDER PROFESSIONAL ENGINEERING SERVICES IN ACCORDANCE WITH NEW YORK STATE REGULATIONS, SPRINKLER DESIGN DRAWINGS SHALL BEAR THE TITLE BLOCK OF THE CONTRACTOR OR ENGINEERING FIRM EMPLOYING THE SPRINKLER SYSTEM ENGINEER, ALL SPRINKLER DESIGN DRAWINGS AND HYDRAULIC CALCULATIONS SHALL BEAR THE SEAL OF THE NEW YORK REGISTERED PROFESSIONAL ENGINEER.
 7. THE FIRE SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN FLOW READINGS FOR PURPOSES OF DESIGN.
 8. THE SPRINKLER ENGINEER BE RESPONSIBLE FOR VERIFICATION OF APPROPRIATE DESIGN OCCUPANCIES WITH THE OWNER'S INSURANCE UNDERWRITER, NFPA 13, AND LOCAL AUTHORITIES.
 9. THE FIRE SPRINKLER DESIGN SHALL INCLUDE ALL COMPONENTS OF THE SYSTEM INCLUDING: SITE SERVICE PIPING, FIRE HYDRANTS, BACKFLOW PREVENTERS AND PITS, ETC. ALL PIPING, EQUIPMENT, COMPONENT DETAILING AND SPECIFICATIONS SHALL BE INCLUDED IN THE FIRE SPRINKLER DESIGN.
 10. THE FIRE SPRINKLER SYSTEM ENGINEER SHALL CARRY PROFESSIONAL LIABILITY INSURANCE WITH A MINIMUM OF \$1,000,000 COVERAGE FOR EACH CLAIM AND \$1,000,000 AGGREGATE, INCLUDE CERTIFICATE OF INSURANCE WITH FIRE SPRINKLER SUBMITTALS.
 11. SUBMIT DRAWINGS, CALCULATIONS, ETC. AS REQUIRED, TO LOCAL AUTHORITIES BEFORE PROCEEDING WITH INSTALLATION, CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF LOCAL AUTHORITIES.
 12. SUBMIT SCALED DRAWINGS INDICATING THE LOCATIONS OF SPRINKLER HEADS AND HOW THEY INTERFACE WITH CEILING TILES, LIGHTING FIXTURES, HVAC GRILLES AND DIFFUSERS, ETC. BEFORE BEGINNING ANY SPRINKLER INSTALLATION WORK.
 13. SUBMISSIONS OF MATERIALS, EQUIPMENT, CALCULATIONS, DESIGNS ETC. WILL BE REVIEWED BY C/D LLC FOR GENERAL COMPLIANCE WITH INTENT OF THESE SPECIFICATIONS, SPRINKLER CONTRACTOR AND SPRINKLER DESIGN ENGINEER WILL NOT BE RELEASED OF LIABILITY OR RESPONSIBILITY FOR ANY PORTION OF THE SYSTEM DUE TO APPROVAL OF SHOP DRAWINGS BY COLVIN JONES DAVIS LLC.
- PRODUCTS
1. ALL SPRINKLER HEADS, VALVES, PIPING MATERIALS, SUPPORTS, ETC. SHALL BE U.L. LISTED, NO PLASTIC PIPING SHALL BE INSTALLED INSIDE BUILDING.
 2. SPRINKLER HEADS LOCATED IN OPTISUM AND LAY-IN CEILING AREAS SHALL BE CONCEALED TYPE WITH COVER PLATE COLOR/FINISH AS SELECTED BY ARCHITECT, HEADS IN AREAS WITH EXPOSED STRUCTURE SHALL BE BRASS, UPRIGHT HEADS.
- EXECUTION
1. CENTER SPRINKLER HEADS IN CEILING TILES.
 2. ALL PIPING SHALL BE HYDROSTATICALLY TESTED FOR A PERIOD OF NOT LESS THAN TWO HOURS AT A PRESSURE NOT LESS THAN 200 PSI, IF LEAKS APPEAR, LINES SHALL BE DRAINED AND REPAIRED AND TEST SHALL BE REPEATED IN FULL, NO PIPING SHALL BE CONCEALED OR OR RECOVERED UNACCESSIBLE BEFORE BEING PROPERLY TESTED AND APPROVED, TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR FROM THE AUTHORITIES HAVING JURISDICTION.
 3. UPON COMPLETION OF WORK, CONTRACTOR SHALL SUBMIT CERTIFICATION THAT THE SYSTEM HAS BEEN TESTED IN ACCORDANCE WITH NFPA 13 AND THAT SYSTEM IS COMPLETE, FULLY OPERATIONAL, AND FREE OF DEFECTS.
 4. SEAL PIPE PENETRATIONS THROUGH FIRE RATED PARTITIONS WITH MULTI ELASTOMERIC FIRE STOP SEALANT, INSTALL IN ACCORDANCE WITH FIRE STOPPING SEALANT MANUFACTURER'S DETAILS, EQUAL BY 3M AND 3Tl.

- PRODUCTS
1. ALL SPRINKLER HEADS, VALVES, PIPING MATERIALS, SUPPORTS, ETC. SHALL BE U.L. LISTED, NO PLASTIC PIPING SHALL BE INSTALLED INSIDE BUILDING.
 2. SPRINKLER HEADS LOCATED IN OPTISUM AND LAY-IN CEILING AREAS SHALL BE CONCEALED TYPE WITH COVER PLATE COLOR/FINISH AS SELECTED BY ARCHITECT, HEADS IN AREAS WITH EXPOSED STRUCTURE SHALL BE BRASS, UPRIGHT HEADS.
- EXECUTION
1. CENTER SPRINKLER HEADS IN CEILING TILES.
 2. ALL PIPING SHALL BE HYDROSTATICALLY TESTED FOR A PERIOD OF NOT LESS THAN TWO HOURS AT A PRESSURE NOT LESS THAN 200 PSI, IF LEAKS APPEAR, LINES SHALL BE DRAINED AND REPAIRED AND TEST SHALL BE REPEATED IN FULL, NO PIPING SHALL BE CONCEALED OR OR RECOVERED UNACCESSIBLE BEFORE BEING PROPERLY TESTED AND APPROVED, TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR FROM THE AUTHORITIES HAVING JURISDICTION.
 3. UPON COMPLETION OF WORK, CONTRACTOR SHALL SUBMIT CERTIFICATION THAT THE SYSTEM HAS BEEN TESTED IN ACCORDANCE WITH NFPA 13 AND THAT SYSTEM IS COMPLETE, FULLY OPERATIONAL, AND FREE OF DEFECTS.
 4. SEAL PIPE PENETRATIONS THROUGH FIRE RATED PARTITIONS WITH MULTI ELASTOMERIC FIRE STOP SEALANT, INSTALL IN ACCORDANCE WITH FIRE STOPPING SEALANT MANUFACTURER'S DETAILS, EQUAL BY 3M AND 3Tl.

- EXECUTION
1. CENTER SPRINKLER HEADS IN CEILING TILES.
 2. ALL PIPING SHALL BE HYDROSTATICALLY TESTED FOR A PERIOD OF NOT LESS THAN TWO HOURS AT A PRESSURE NOT LESS THAN 200 PSI, IF LEAKS APPEAR, LINES SHALL BE DRAINED AND REPAIRED AND TEST SHALL BE REPEATED IN FULL, NO PIPING SHALL BE CONCEALED OR OR RECOVERED UNACCESSIBLE BEFORE BEING PROPERLY TESTED AND APPROVED, TESTS SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR FROM THE AUTHORITIES HAVING JURISDICTION.
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MECHANICAL GENERAL NOTES:

- GENERAL
1. GENERAL MECHANICAL NOTES APPLY TO ALL MECHANICAL SHEETS.
 2. C/D LLC, BEING THE AUTHOR OF THESE CONSTRUCTION DOCUMENTS RESERVES THE RIGHT OF FINAL INTERPRETATION AS TO THEIR INTENT AND MEANING, ANY ADDITIONAL WORK OR COSTS RESULTING FROM THE CONTRACTORS OWN INTERPRETATION AS TO THE INTENT OR MEANING WITHOUT CONSULTATION WITH C/D LLC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO COST TO OWNER OR A/E.
 3. THE INTENT OF THE WORK INDICATED ON THESE CONSTRUCTION DOCUMENTS IS TO PROVIDE A FULLY FUNCTIONING SYSTEM IN COMPLETE WORKING ORDER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTORS SUPPLIERS TO INCLUDE ALL ACCESSORIES, COMPONENTS, PARTS, ETC. THAT MAY NOT BE INDICATED ON THESE CONSTRUCTION DOCUMENTS TO PROVIDE SYSTEMS AND EQUIPMENT THAT OPERATE SATISFACTORILY AS DESIGNED AND INTENDED.
 4. DRAWINGS ARE NOT SET UP SPECIFICALLY ACCORDING TO TRADE AND EACH CONTRACTOR AND SUB-CONTRACTOR OR TRADE IS REQUIRED TO REVIEW THE CONSTRUCTION DOCUMENTS AS A WHOLE AND PROVIDE ANY MISS. ITEMS, MATERIALS, WORK, ETC. REQUIRED TO COMPLETE THE WORK AS SHOWN ON ALL TRADES, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING REQUIREMENTS AND RELATED WORK ARE INDICATED THROUGHOUT THE DOCUMENTS AND SHOULD BE REVIEWED WITH EACH FOR OVERALL SCOPE OF WORK.
 5. ALL MECHANICAL WORK SHALL BE PERFORMED BY LICENSED PLUMBING AND MECHANICAL CONTRACTORS AND SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF THE 2020 NEW YORK STATE BUILDING CODE, PLUMBING, FIRE, GAS AND MECHANICAL CODES, AND ALL APPLICABLE LOCAL CODES AS ADOPTED BY LOCAL AUTHORITIES.
 6. THE CONTRACTOR SHALL INCLUDE ALL PERMIT AND INSPECTION FEES IN BID.
 7. THE PLANS ARE DIAGNOSTIC AND SHALL NOT BE SCALED, REFER TO CIVIL, STRUCTURAL, AND ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS FOR DIMENSIONS, FIELD VERIFY ALL DIMENSIONS.
 8. PIPING AND DUCTWORK LAYOUTS ARE DIAGNOSTIC, FIELD COORDINATE EXACT LOCATIONS AND ROUTINGS WITH STRUCTURE, LIGHT FIXTURES, CONDUITS, ETC. FINAL RESULT SHALL BE EQUIVALENT TO THAT INDICATED ON DRAWINGS.
 9. COOPERATE CLOSELY WITH ALL OTHER TRADES TO EXPEDITE CONSTRUCTION AND AVOID INTERFERENCES AND/OR CONFLICTS, BEFORE ANY PIPING, DUCTWORK, CONDUIT, ETC. IS INSTALLED, IT SHALL BE COORDINATED CAREFULLY BETWEEN ALL TRADES.
 10. MAINTAIN ALL CLEARANCES REQUIRED BY PLUMBING AND HVAC EQUIPMENT, COORDINATE WITH ELECTRICAL CONTRACTOR TO MAINTAIN ALL CLEARANCES REQUIRED FOR EQUIPMENT, DO NOT ROUTE PIPING, DUCTWORK, ETC. ABOVE ELECTRICAL PANELS.
 11. DRAWINGS REPRESENT FINAL RESULT, REMOVE, RELOCATE, MODIFY EXISTING EQUIPMENT, DUCTWORK, PIPING, ETC. AS REQUIRED, FIELD VERIFY EXISTING CONDITIONS AND EXACT REQUIREMENTS, NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS.
 12. IF CONTRACTOR WISHES TO INCORPORATE PRODUCTS OTHER THAN THOSE NAMED IN SPECIFICATIONS IN HIS BID OR PRODUCTS BY MANUFACTURERS OTHER THAN THOSE LISTED AS APPROVED MANUFACTURERS, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR REVIEW AND APPROVAL OF PROPOSED SUBSTITUTIONS TO C/D LLC NOT LESS THAN FIVE WORKING DAYS PRIOR TO BID DATE. APPROVAL OR ACCEPTANCE OF PROPOSED SUBSTITUTION OF MANUFACTURERS OR ITEMS IS FOR THE PURPOSES OF BIDDING ONLY AND DOES NOT RELIEVE THE PROPOSED SUBSTITUTION FROM THE SUBMITTAL/SHOP DRAWING REVIEW AND DOES NOT CONSTITUTE PRIOR APPROVAL OF PROPOSED SUBSTITUTION



RBM Guardian Fire Protection Inc.

Material Submittal for:

Renovation and Fit-Up for:

**REHABILITATION SUPPORT
SERVICES**

Capital District Health Park

713 Troy-Schenectady Road

Latham, New York 12110

Materials:

Wheatland Schedule 40 pipe

Threaded Type Fittings

RASCO Flex Flexible Head Connection

Reliable Model F1FR White Pendent Sprinkler Heads

Top Beam Clamps

Swivel Hangers

3/8" Threaded Rod

Pipe Dope



"Lives Are Worth Saving!"

Schedule 40

Sprinkler Pipe

Wheatland's Schedule 40 Sprinkler Pipe is a high quality sprinkler pipe offering you the full range of assurances you require. Schedule 40 Sprinkler Pipe has passed some of the toughest lab tests ever created for sprinkler pipe.

Made in the U.S.A. by Wheatland Tube Company means made to the highest standards for consistent quality.

Specifications and Approvals

Wheatland's schedule 40 Sprinkler Pipe is made from the highest quality steel in one of the nation's most modern and most complete pipe manufacturing plants. Our proprietary mill coating offers you a clean, corrosion and heat resistant surface that outlasts and outperforms standard lacquer coatings. Plus, this coating can be quickly and easily painted without special preparation. Or it may be hot-dipped galvanized to meet FM requirements for dry systems in accordance with the zinc coating specification of ASTM A795. Schedule 40 is also available as ASTM A 53 Type F, Grade A in NPS 1 - 6 and is UL Listed and FM Approved.

Wheatland's Schedule 40 Standard Wall Sprinkler Pipe meets or exceeds the following:

- UL Listed
- FM Approved
- ASTM A795, Type E, Grade A

Please refer to appropriate documentation for up-to-date listing and approval information. Specifications and descriptions are accurate as known at time of publication and are subject to change without notice.

<i>Specifications</i>										
NPS	Nominal O.D.		Nominal I.D.		Nominal Wall		Nominal Weight		UL CRR*	Pieces Lift
	in.	mm	in.	mm	in.	mm	lbs./ft.	kg/m		
1"	1.315	33.4	1.049	26.6	.133	3.38	1.68	2.50	1.00	70
1 1/4"	1.660	42.2	1.380	35.1	.140	3.56	2.27	3.39	1.00	51
1 1/2"	1.900	48.3	1.610	40.9	.145	3.68	2.72	4.05	1.00	44
2"	2.375	60.3	2.067	52.5	.154	3.91	3.66	5.45	1.00	30

* Calculated using Standard UL CRR formula, UL Fire Protection Directory, Category VIZY

* The CRR is a ratio value used to measure the ability of a pipe to withstand corrosion. Schedule 40 steel pipe is used as the benchmark (value of 1.0).



Wheatland Tube Company

1 Council Avenue, P.O. Box 608 Wheatland, PA 16161-0608

Ph POL 87(2)(a) - 2 Fax POL 87(2)(a) - 2

www.wheatland.com



Anvil standard and extra heavy cast iron threaded fittings are manufactured in accordance with ASME B16.4. Plugs and bushings are manufactured in accordance with ASME B16.14.

NOTE: Figure 367 Concentric Reducers do not meet the overall length requirement of ASME B16.4. All other dimensions are in compliance.



For Listings/Approval Details and Limitations, visit our website at www.anvilintl.com or contact an Anvil Sales Representative.

Cast Iron Threaded Fittings Pressure - Temperature Ratings

Temperature		Pressure			
		Class 125		Class 250	
(°F)	(°C)	psi	bar	psi	bar
-20° to 150°	-28.9 to 65.6	175	12.1	400	27.6
200°	93.3	165	11.4	370	25.5
250°	121.1	150	10.3	340	23.4
300°	148.9	140	9.7	310	21.4
350°	176.7	125	8.6	300	20.7
400°	204.4	—	—	250	17.2

Standards and Specifications

	Dimensions	Material	Galvanizing*	Thread	Pressure Rating
CAST IRON THREADED FITTINGS					
Class 125	ASME B16.4	ASTM A-126 (A)	ASTM A-153	ASME B1.20.1	ASME B16.4
Class 250	ASME B16.4	ASTM A-126 (A)	ASTM A-153	ASME B1.20.1	ASME B16.4
CAST IRON PLUGS AND BUSHINGS					
	ASME B16.14	ASTM A- 126 (A)	ASTM A-153	ASME B1.20.1	ASME B16.14

* ASTM B 633, Type I, SC 4, may be supplied as alternate zinc coating per applicable ASME B16 product standard.

Reliable®

Model RFB RASCOFLEX® Sprinkler Connections

cULus Listed, FM Approved

Product Description

RASCOFLEX® Sprinkler Connections are intended to connect a branch line to a sprinkler using a flexible stainless steel hose assembly. RASCOFLEX® Sprinkler Connections are suitable for use in suspended and hard ceiling applications such as T-Bar ceiling grids, wood, metal stud, or hat furring channel hard lid ceilings. Every package contains one (1) fully assembled stainless steel flexible sprinkler system complete with hose, branch line connection, and sprinkler connection, as well as the pre-assembled bracket assembly to attach to the ceiling.

RASCOFLEX® Sprinkler Connections are designed for use in hydraulically calculated wet, preaction, or dry sprinkler systems per NFPA 13, 13R, 13D, and FM Global Loss Prevention Data Sheets.

Technical Data

Table A

Maximum Working Pressure		FM: 200 psi (13.8 bar) UL: 175 psi (12.1 bar)
Maximum Working Temperature		300°F (149°C)
Connections	Inlet/Branch Line	1" NPT
	Outlet/Reducer	1/2" or 3/4" NPT
Minimum Allowable Bending Radius		UL: 3" (76 mm) FM: 7" (178 mm)
Maximum Number of Bends		See Friction Loss Chart
Maximum K-Factor	1/2" Outlet	5.6 (80 metric)
	3/4" Outlet	14.0 (200 metric)

Maintenance

RASCOFLEX® Sprinkler Connections should be inspected and the sprinkler system maintained in accordance with NFPA 25, as well as the requirements of any Authorities Having Jurisdiction.

Patents

RASCOFLEX® Sprinkler Connections may be covered by one or more of the following US Patent Nos. 10,173,088 and 10,328,296.

Listings and Approvals

FM Approved Class No. 1637 (FM)

UL Listed and UL Certified for Canada to ANSI/UL 2443 (cULus)



RASCOFLEX® Sprinkler Connections

Ordering Information

Specify:

Model Name

- Model RFB

Nominal Hose Length

- 24" (610 mm)
- 31" (790 mm)
- 40" (1015 mm)
- 48" (1220 mm)
- 60" (1525 mm)
- 72" (1830 mm)

Reducer Outlet: 1/2" NPT or 3/4" NPT

Reducer Type

Standard:

- 6-1/8" (155 mm) straight

Optional:

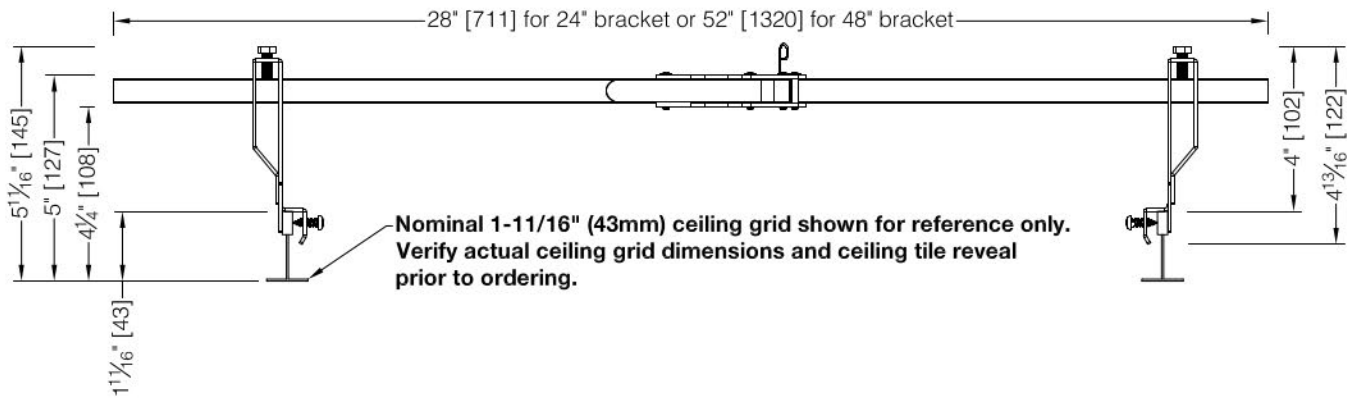
- 4-5/16" (110 mm) straight
- 5-5/16" (135 mm) straight
- 11-3/4" (300 mm) straight
- 5-5/8" (143 mm) elbow
- 7-3/8" (187 mm) elbow

Bracket Assembly Length

- 24" (610 mm) standard
- 48" (1220 mm) optional

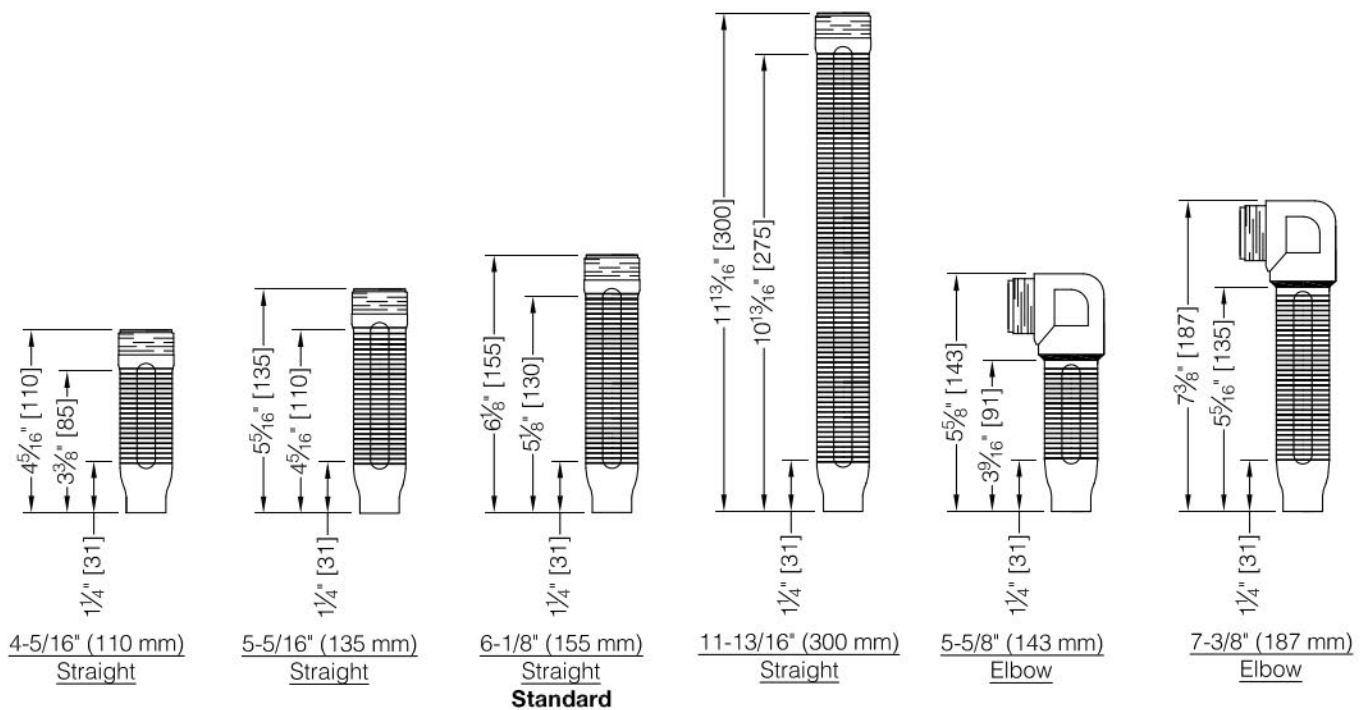
Accessories

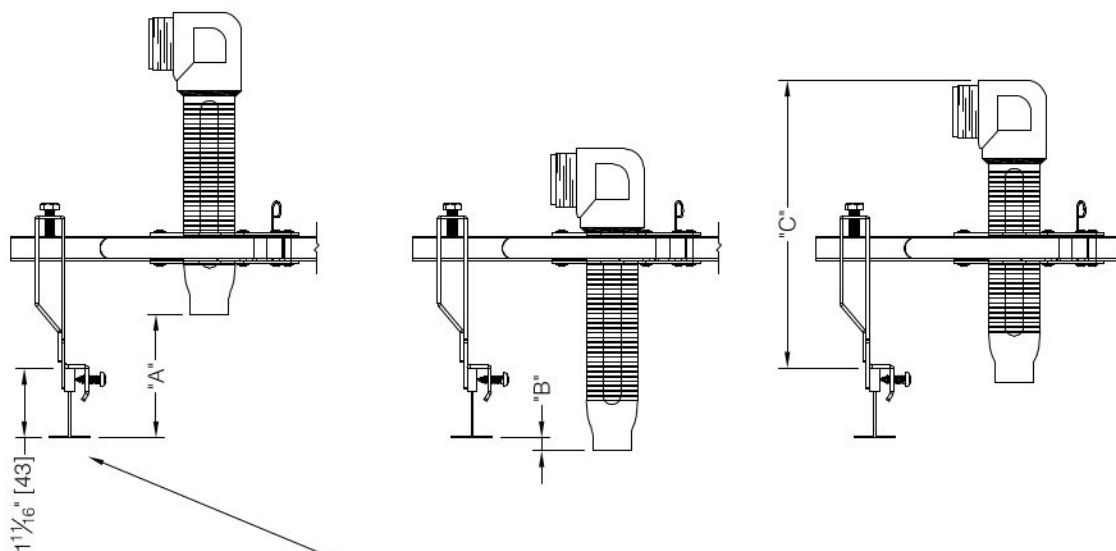
- See Table F



Reducer Dimensions

Figure 2





Nominal 1-11/16" (43mm) ceiling grid shown for reference only.
Verify actual ceiling grid dimensions and ceiling tile reveal prior to ordering.

Minimum and Maximum Face of Fitting to Bottom of Ceiling Grid for Each Reducer

Table B

Fitting Distance	6-1/8" (155mm) Straight Standard	4-5/16" (110mm) Straight	5-5/16" (135mm) Straight	11-13/16" (300mm) Straight	5-5/8" (143mm) Elbow	7-3/8" (187mm) Elbow
Max. Face of Fitting Distance Above Bottom of Ceiling Grid	3" (77mm)	3" (7mm)	3" (7mm)	3" (7mm)	3" (7mm)	3" (7mm)
Max. Face of Fitting Distance from Bottom of Ceiling Grid	1/8" (3mm) below	1-5/8" (42mm) above	11/16" (17mm) above	6-3/8" (148mm) below	1-7/16" (36mm) above	5/16" (60mm) below

Note: Based on 1-11/16" (43mm) tall ceiling grid.

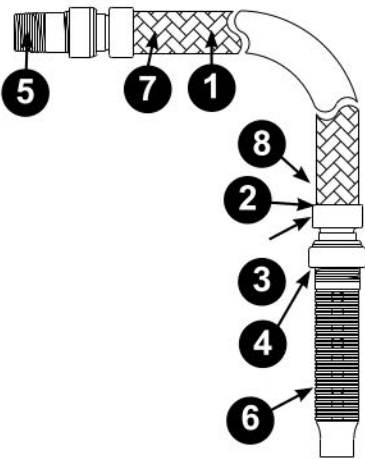
Fig. 3 Dimension C - Clearance Above Ceiling Required at Max. Sprinkler Recess

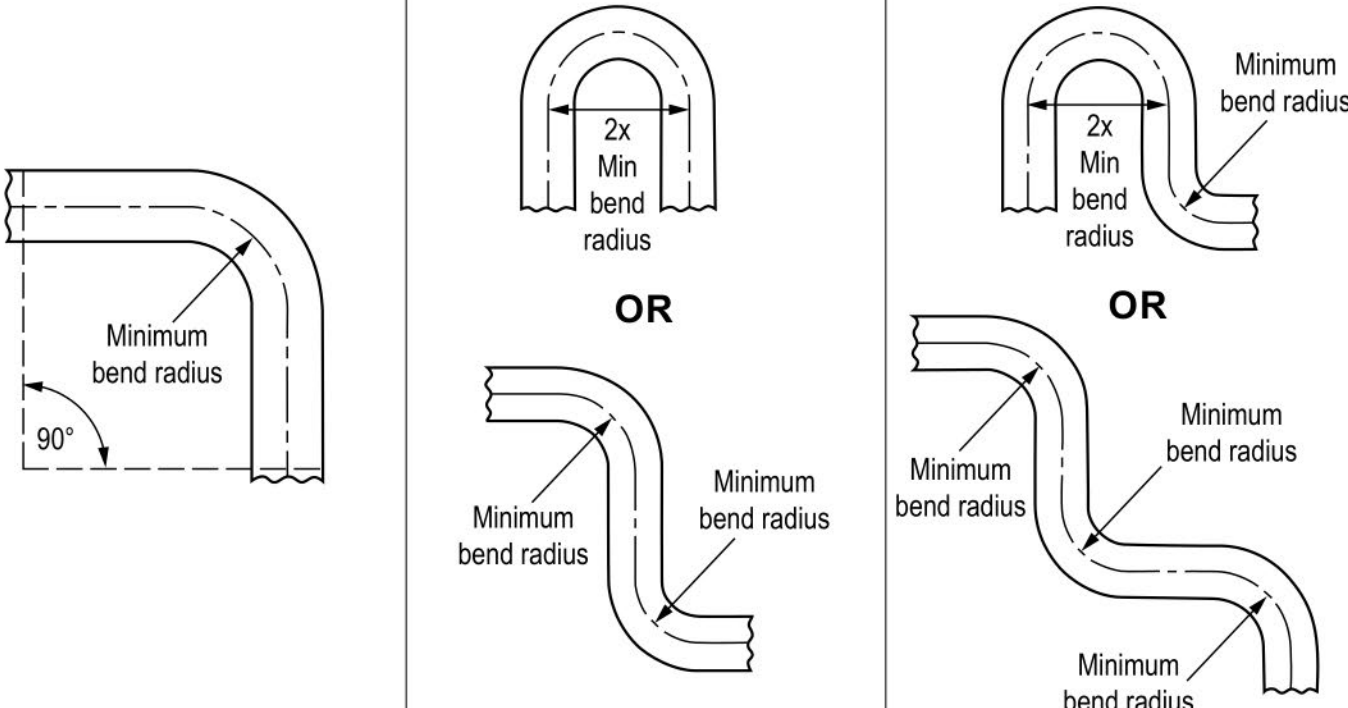
Table C

Recessed Escutcheon or Concealed/Flush Sprinkler	Reducer	
	5-5/8" (143mm) Elbow	7-3/8" (187mm) Elbow
F1 recessed escutcheon	NC	5-5/8" (144mm)
F2 or FV recessed escutcheon	NC	5-3/8" (138mm)
FP recessed escutcheon	NC	6-1/4" (160mm)
CCP conical concealed cover plate	NC	6-1/4" (160mm)
G4 series concealed sprinklers	5-5/8" (144mm)	7-3/8" (188mm)
G5 series concealed sprinklers	5-1/4" (134mm)	7" (179mm)
RFC series concealed sprinklers	5-1/4" (134mm)	7" (179mm)
XL commercial flush sprinkler with flat escutcheon	4-7/8" (125mm)	6-5/8" (169mm)
XL commercial flush sprinkler with conical escutcheon	4-3/8" (112mm)	6-1/8" (157mm)

Note: NC - Reducer not compatible with sprinkler adjustment range.

Based on 1-11/16" (43mm) tall ceiling grid and flush ceiling tile.

Materials			Figure 4
Number	Item Description	Material	
1	Flexible Hose/Bellow	AISI Type 304 Stainless Steel	
2	Isolation Ring	Nylon 66	
3	Gasket	EPDM	
4	Nut	Zinc Plated Carbon Steel	
5	Branch Line Nipple (1")	Zinc Plated Carbon Steel	
6	Reducer	Zinc Plated Carbon Steel	
7	Braid	AISI Type 304 Stainless Steel	
8	Welded Collar Fitting	AISI Type 304 Stainless Steel	
-	Bar Stock	Zinc Plated SGCC Steel	
-	Brackets: Center and Side	Zinc Plated SPCC Steel	

Flexible Hose Number of Bends			Figure 5
One Bend	Two Bends	Three Bends	

Do NOT install the RASCOFLEX™ straight. Some flexibility in the form of an allowable bend (or bends) must be provided.



cULus Friction Loss Data

Table D

Nominal Length of Flexible Hose in (mm)	Reducer		Maximum Sprinkler K-Factor gpm/psi ^{1/2} (lpm/bar ^{1/2})	Maximum Number of 90° Bends at 3" (76mm) Bend Radius	Equivalent Length of 1" (33.7mm) Sch. 40 Pipe (C=120), ft (m)
	NPT Threads	Type			
24 (610)	1/2	Straight	5.6 (80)	2	10 (3)
	3/4	Straight	14.0 (200)	2	13 (4)
31 (790)	1/2	Straight	5.6 (80)	3	14 (4.3)
	3/4	Straight	14.0 (200)	3	16 (4.9)
40 (1015)	1/2	Straight	5.6 (80)	4	21 (6.4)
	3/4	Straight	14.0 (200)	4	23 (7)
48 (1220)	1/2	Straight	5.6 (80)	4	24 (7.3)
	3/4	Straight	14.0 (200)	4	26 (7.9)
60 (1525)	1/2	Straight	5.6 (80)	4	25 (7.6)
	3/4	Straight	14.0 (200)	4	30 (9.1)
72 (1830)	1/2	Straight	5.6 (80)	5	36 (11)
	3/4	Straight	14.0 (200)	5	33 (10.1)

UL Notes:

1. Available data for use with 6.1" straight reducers.
2. Sprinkler K-Factor: 5.6 (80 metric) for 1/2-inch reducer and 14.0 (200 metric) for 3/4-inch reducer.
3. RASCOFLEX® Sprinkler Connections have been tested and approved by Underwriter's Laboratories, Inc. for use in wet, preaction, and dry sprinkler systems per NFPA 13, 13D, 13R and UL2443.



FM Friction Loss Data

Table E

Nominal Length of Flexible Hose in (mm)	Reducer		Maximum Sprinkler K-Factor gpm/psi ^{1/2} (lpm/bar ^{1/2})	Maximum Number of 90° Bends at 7" 178mm Bend Radius	Equivalent Length of 1" (33.7mm) Sch. 40 Pipe (C=120), ft (m)
	NPT Threads	Type			
24 (610)	1/2	Straight	5.6 (80)	1	9.7 (2.9)
	1/2	90° Elbow	5.6 (80)	0	11.5 (3.5)
	3/4	Straight	8.0 (115)	1	9.9 (3)
			11.2 (160)	1	9.8 (2.9)
			14.0 (200)	1	9.6 (2.9)
	3/4	90° Elbow	8.0 (115)	0	10.2 (3.1)
			11.2 (160)	0	10 (3)
			14.0 (200)	0	9.8 (2.9)
31 (790)	1/2	Straight	5.6 (80)	2	12.4 (3.8)
	1/2	90° Elbow	5.6 (80)	2	15.8 (4.8)
	3/4	Straight	8.0 (115)	2	13.7 (4.1)
			11.2 (160)	2	12.9 (3.9)
			14.0 (200)	2	12.2 (3.7)
	3/4	90° Elbow	8.0 (115)	2	14.5 (4.4)
			11.2 (160)	2	13.7 (4.1)
			14.0 (200)	2	13 (3.9)
40 (1015)	1/2	Straight	5.6 (80)	2	15.9 (4.8)
	1/2	90° Elbow	5.6 (80)	2	21.6 (6.6)
	3/4	Straight	8.0 (115)	2	18.5 (5.6)
			11.2 (160)	2	17.4 (5.3)
			14.0 (200)	2	16.3 (4.9)
	3/4	90° Elbow	8.0 (115)	2	20 (6)
			11.2 (160)	2	18.9 (5.7)
			14.0 (200)	2	20 (6)
48 (1220)	1/2	Straight	5.6 (80)	3	19.0 (5.8)
	1/2	90° Elbow	5.6 (80)	3	25.9 (7.9)
	3/4	Straight	8.0 (115)	3	22.7 (6.9)
			11.2 (160)	3	21.5 (6.5)
			14.0 (200)	3	20.5 (6.2)
	3/4	90° Elbow	8.0 (115)	3	24.8 (7.5)
			11.2 (160)	3	23.6 (7.2)
			14.0 (200)	3	22.6 (6.8)

Nominal Length of Flexible Hose in (mm)	Reducer		Maximum Sprinkler K-Factor gpm/psi ^{1/2} (lpm/bar ^{1/2})	Maximum Number of 90° Bends at 7" (178mm) Bend Radius	Equivalent Length of 1" (33.7mm) Sch. 40 Pipe (C=120), ft (m)
	NPT Threads	Type			
60 (1525)	1/2	Straight	5.6 (80)	4	23.7 (7.2)
	1/2	90° Elbow	5.6 (80)	4	33.1 (10)
	3/4	Straight	8.0 (115)	4	29.1 (8.8)
			11.2 (160)	4	28 (8.5)
			14.0 (200)	4	27 (8.2)
	3/4	90° Elbow	8.0 (115)	4	32.2 (9.8)
			11.2 (160)	4	31.1 (9.5)
			14.0 (200)	4	30 (9.1)
72 (1830)	1/2	Straight	5.6 (80)	4	28.4 (8.6)
	1/2	90° Elbow	5.6 (80)	4	40.4 (12.3)
	3/4	Straight	8.0 (115)	4	35.5 (10.8)
			11.2 (160)	4	34.3 (10.4)
			14.0 (200)	4	33.2 (10.1)
	3/4	90° Elbow	8.0 (115)	4	39.5 (12)
			11.2 (160)	4	38.3 (11.6)
			14.0 (200)	4	37.2 (11.3)

FM Notes:

1. RASCOFLEX® Sprinkler Connections have been tested and approved by FM Approvals for use in wet, preaction, and dry sprinkler systems per FM data sheets 2-0, 2-5, and 2-8 per FM1637.
2. Maximum sprinkler K-Factor: 5.6 (80 metric) for 1/2-inch reducer and 14.0 (200 metric) for 3/4-inch reducer.
3. Differences in equivalent lengths are due to varying test methods, per FM 1637 standards.
4. Above data of friction loss for use with 6.1" straight reducers.

Accessories List

Table F

 5-5/8" (143mm) Elbow Reducer-Short 1/2": 7M99003303 3/4": 7M99003305	 7-3/8" (187mm) Elbow Reducer-Long 1/2": 7M99003302 3/4": 7M99003304	 4-5/16" (110mm) Straight Reducer 1/2": 7M99003306 3/4": 7M99003325
 5-5/16" (135mm) Straight Reducer 1/2": 7M99003307 3/4": 7M99003326	 Replacement 6-1/8" (155mm) Standard Straight Reducer 1/2": 7M99003308 3/4": 7M99003327	 11-13/16" (300mm) Straight Reducer 1/2": 7M99003309 3/4": 7M99003328
 Hat Channel End Bracket- Short 3" (76mm) 7M99003310	 Hat Channel End Bracket- Long 3-3/4" (95mm) 7M99003311	 Metal Stud End Bracket-Short 1-1/2" (38mm) 7M99003312
 Metal Stud End Bracket- Long 2-1/16" (53mm) 7M99003313	 T-Bar End Bracket- Short 2-5/8" (68mm) 7M99003314	 T-Bar End Bracket- Long 4-1/8" (105mm) 7M99003316
 Wood Beam Stud End Bracket 7M99003317	 Replacement Center Bracket 7M99003321	 3" (76 mm) Bend Radius Indicator 7M99004179
 Replacement 1" NPT Inlet Adapter 7M99003322	 #2 Square Drive Bit 7M99004539	 Replacement Gasket 7M99004319
 48" (1220mm) Bracket Assembly 7M99003301		



Model F1FR Series Quick Response Glass Bulb Sprinklers

Model F1FR56 Sprinkler Types

Standard Spray Upright
Standard Spray Pendent
Conventional Upright/Pendent
Vertical Sidewall
Horizontal Sidewall

Model F1FR56 Recessed Sprinkler Types

Standard Spray Pendent
Horizontal Sidewall

Model F1FR56 Concealed Sprinkler Types

Standard Spray Pendent

Model F1FR42, F1FRXLH & F1FR28 Sprinkler Types

Standard Spray Upright
Standard Spray Pendent

Model F1FR40 Sprinkler Types

Standard Spray Pendent

Model F1FR42, F1FR40, F1FRXLH & F1FR28 Recessed Sprinkler Types

Standard Spray Pendent

Model F1FR56LL & F1FR42LL Low Lead Sprinkler Types

Standard Spray Pendent with less than 0.25% Lead Content

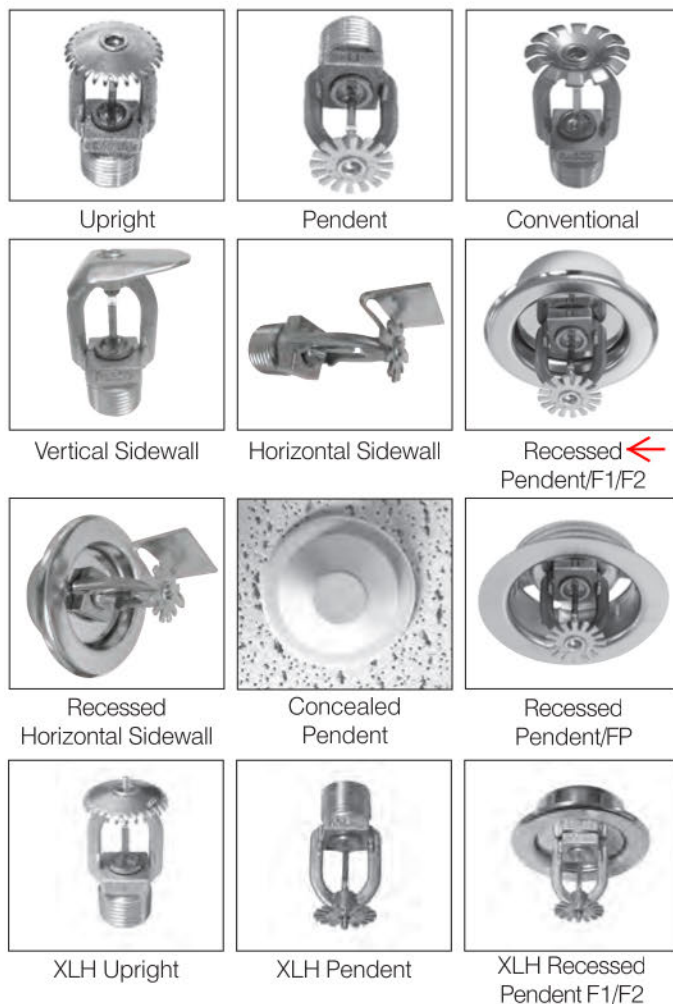
Listing & Approvals

The following organizations provide Listings or Approvals for various Model F1FR series sprinklers. See the Design and Installation table in this Bulletin for information on specific listings and approvals applicable to each sprinkler.

1. Underwriters Laboratories Inc. and Certified for Canada (cULus) in accordance with ANSI/UL199.
2. FM Approvals (FM)
3. Loss Prevention Certification Board (LPCB)
4. VdS Schadenverhütung GmbH (VdS)
5. Underwriters Laboratories Inc. and Underwriters Laboratories of Canada Certified for Health Effects to NSF/ANSI Standard 61 Annex G (ULH)
6. EC Certificate: 0786-CPD-40239 (RA1414), 0786-CPD-40251 (RA1425), 0786-CPD-40252 (RA1475) (EC)

UL Listing Category

Sprinklers, Automatic & Open (VNIV)
Quick Response Sprinkler



Product Description

Reliable Model F1FR series sprinklers are quick-response automatic sprinklers with a glass bulb thermal element. Model F1FR series sprinklers are Standard Spray sprinklers, with the exception of the Model F1FR56 Conventional sprinkler which is an Old-style/Conventional sprinkler.

The Model F1FR Series automatic sprinklers utilize a 3.0 mm frangible glass bulb. These sprinklers have demonstrated response times in laboratory tests which are five to ten times faster than standard response sprinklers. This quick response enables the Model F1FR Series sprinklers to apply water to a fire faster than standard-response sprinklers of the same temperature rating.

The glass bulb consists of an accurately controlled amount of special fluid hermetically sealed inside a precisely manufactured glass capsule. This glass bulb is specially constructed to provide fast thermal response.



XLH Recessed
Pendent FP

At normal temperatures, the glass bulb contains the fluid in both the liquid and vapor phases. The vapor phase can be seen as a small bubble. As heat is applied, the liquid expands, forcing the bubble smaller and smaller as the liquid pressure increases. Continued heating forces the liquid to push out against the bulb, causing the glass to shatter, opening the waterway and allowing the deflector to distribute the discharging water.

Model F1FR Series sprinklers provide a wide range of options where quick-response, glass bulb sprinklers are used:

- Pendent, recessed pendent, upright, horizontal sidewall, and vertical sidewall deflectors
- K-factors of 2.8 (40 metric), 4.0 (57 metric), 4.2 (60 metric), and 5.6 (80 metric)
- Flush, recessed, and concealed installations

See the Design and Installation Information table in this Bulletin for information on the approvals and availability of specific Model F1FR series sprinkler configurations.

Model F1FR Recessed Pendent and Recessed Horizontal Sidewall sprinklers are required to be used with Reliable Model F1, F2, or FP recessed escutcheons. See the Recessed Escutcheon Data table in this Bulletin for listing and approval information with each specific Model F1FR series sprinkler. Model F1 and F2 recessed escutcheons, shown in Fig. 1 and 3, are a friction fit assembly allowing for 3/4-inch (19mm) and 1/2-inch (12.7mm) of adjustment, respectively. Model FP recessed escutcheons, shown in Fig. 2, provide a 1/2-inch (12.7mm) threaded adjustment.

Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers are required to be used with Model CCP cover plates. A standard profile Model CCP cover plate is available that provides up to 1/2-inch (12.7mm) of cover plate adjustment. In addition, a low profile Model CCP cover plate is also available that provides up to 5/16-inch (8.0mm) of cover plate adjustment. See the Design and Installation Information and Listed and Approved Temperature Ratings tables in this Bulletin for further information on approved cover plate options.

Application

Model F1FR Series sprinklers are intended for use in accordance with NFPA 13, FM Property Loss Prevention Data Sheets, and the requirements of the Authority Having Jurisdiction. Care must be exercised that the k-factor, temperature rating, deflector style, and sprinkler type are in accordance with the requirements of the applicable design and installation standards. In addition, Model F1FR Series sprinklers must be used in accordance with their listings and approvals, as well as the information provided in this Bulletin.

Installation

Glass bulb sprinklers have orange bulb protectors or protective caps to minimize bulb damage during shipping, handling and installation. Reliable sprinkler installation wrenches are designed to install sprinklers with bulb protectors in place. Remove the bulb protector at the time when the sprinkler system is placed in service for fire protection. Removal of the bulb protector before this time may leave the bulb vulnerable to damage. Remove bulb protectors by undoing the clasp by hand. Do not use tools to remove bulb protectors.

Model F1FR Series sprinklers must be installed with the Reliable sprinkler installation wrench identified in the Design and Installation Information table in this Bulletin. Any other wrench may damage the sprinkler. A leak tight sprinkler joint can be obtained with a torque of 8 to 18 lb-ft (11 to 24 N-m). Do not tighten sprinklers over the maximum recommended installation torque. Exceeding the maximum recommended installation torque may cause leakage or impairment of the sprinkler.

Recessed Sprinklers

Model F1FR Series Recessed sprinklers are to be installed as shown in Fig. 1, Fig. 2, or Fig. 3, as applicable to the specific model being installed. The Recessed Escutcheon Data table in the Bulletin identifies the only recessed escutcheons that are permitted to be used with each Model F1FR Series Recessed sprinkler. The use of any other recessed escutcheon will void all approvals and negate all warranties.

Concealed Sprinklers

Model F1FR Series Concealed Pendent sprinklers are to be installed as shown in Fig. 4 or Fig. 5, as applicable to the selected cover plate. Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers have a factory-installed Model CCP cup. A protective cap is installed at the factory that should remain on the sprinkler until the sprinkler is installed and should then be reinstalled on the sprinkler until the cover plate is installed. The concealed sprinkler assemblies are completed by the installation of a Model CCP push-on/thread-off cover plate assembly. The cover plate and sprinkler cup assemblies are joined using a cover plate skirt with flexible tabs for threaded engagement. A choice of two Model CCP cover plate assemblies provides either 1/2-inch (13mm) or 5/8-inch (8mm) of cover adjustment. Do not install Model F1FR Series Concealed Pendent sprinklers in ceilings which have positive pressure in the space above.

Model F1FR Series Concealed Pendent sprinklers require a 2-5/8-inch (67mm) diameter hole to be cut in the ceiling. The Model RC1 wrench is used to engage the sprinkler wrenching surfaces and to install the sprinkler in the fitting. Remove the protective cap to install the sprinkler, then reinstall the protective cap until the cover plate is installed. When inserting or removing the wrench from the sprinkler/cup assembly, care should be taken to prevent damage to the sprinkler. Do not wrench any other part of the sprinkler/cup assembly. Installation is completed by removing the protective cap from the sprinkler and pushing the cover plate onto the cup. Final adjustment is made by hand turning the cover plate until the skirt flange makes full contact with the ceiling. Cover plate removal requires turning the cover plate in the counter clockwise direction. After installation, inspect all sprinklers to ensure that there is a gap between the cover plate and ceiling and that the four cup slots are open and free from any air flow impediment to the space above.

Concealed cover plate/cup assemblies are listed only for use with specific sprinklers. The use of any concealed cover plate/cup assembly other than the Reliable Model CCP with Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers or the use of the Model CCP Concealed cover plate assembly on any sprinkler with which it is not specifically listed may prevent good fire protection and will void all guarantees, warranties, listings and approvals.

Technical Data:

Sensitivity: Quick-response

Thread Size: 1/2-inch NPT standard; ISO 7-R1/2 optional

Maximum Working Pressure: 175 psi (12 bar) - 100% Factory tested hydrostatically to 500 psi (34.5 bar)

SIN RA1425, RA1414 & RA1435 cULus listed for 250 psi (17 bar)

Design and Installation Information											
Model	Nominal K-factor		Nominal Orifice Diameter		Deflector/ Orientation	Nominal Sprinkler Height		Installation Wrench	SIN	Listings and Approvals	Approval Notes
	US	Metric	inches	mm		inches	mm				
F1FR28	2.8	40	3/8	10	Pendent	2.25	57	D or W2	RA1411	cULus	2
					Recessed Pendent	2.25	57	GFR2	RA1411	cULus	2
					Upright	2.25	57	D or W2	RA1421	cULus	1,2
F1FR40	4.0	57	3/8	10	Pendent	2.25	57	D or W2	RA1418	VdS	
					Recessed Pendent	2.25	57	GFR2	RA1418	VdS	
F1FR42	4.2	60	7/16	10	Pendent	2.25	57	D or W2	RA1413	cULus	2
					Recessed Pendent	2.25	57	GFR2	RA1413	cULus	2
					Upright	2.25	57	D or W2	RA1423	cULus	1,2
F1FR42LL	4.2	60	7/16	10	Pendent	2.25	57	D or W2	RA1410	cULus, ULH	
					Recessed Pendent	2.25	57	GFR2	RA1410	cULus, ULH	
F1FRXLH (F1FR42 with Pintle)	4.2	60	7/16	10	Pendent	2.25	57	D or W2	RA1413	cULus	2
					Recessed Pendent	2.25	57	GFR2	RA1413	cULus	2
					Upright	2.25	57	D or W2	RA1423	cULus	1,2
F1FR56	5.6	80	1/2	15	Pendent	2.25	57	D or W2	RA1414	cULus, FM, LPCB, VdS, EC	1,2,3,4
					→ Recessed Pendent	2.25	57	GFR2	RA1414	cULus, FM, LPCB, VdS, EC	1,2,3,4
					Concealed Pendent	2.25	57	RC1	RA1414	cULus, VdS, EC	5,6
					Upright	2.25	57	D or W2	RA1425	cULus, FM, LPCB, VdS, EC	1,2,3,4
					"Conventional (Pendent or Upright)"	2.25	57	D or W2	RA1475	LPCB, VdS, EC	4
F1FR56LL	5.6	80	1/2	15	Pendent	2.25	57	D or W2	RA1415	cULus, ULH	1
					Recessed Pendent	2.25	57	GFR2	RA1415	cULus, ULH	
					Concealed Pendent	2.25	57	RC1	RA1415	cULus, ULH	6
F1FR56	5.6	80	1/2	15	Horizontal Sidewall	2.63	67	D or W2	RA1435	cULus, FM	1,2,3,7
					Recessed Horizontal Sidewall	2.63	67	GFR2	RA1435	cULus, FM	8
F1FR56	5.6	80	1/2	15	Vertical Sidewall (Pendent or Upright)	2.25	57	D or W2	RA1485	cULus, FM, LPCB	1,2,3,9

(1) cULus Listed Corrosion Resistant sprinkler when ordered with available Polyester coating.

(2) cULus Listed Corrosion Resistant sprinkler when ordered with available Electroless Nickel PTFE plating.

(3) Available with FM approved Polyester coating in black or white.

(4) Available with LPCB and VdS approved Polyester coating.

(5) VdS and EC approvals of the F1FR56 Concealed Pendent sprinkler are for 155°F (68°C) temperature rated sprinklers only. VdS approved sprinklers must use Norbulb brand glass bulbs with the 1/2-inch (12.7mm) adjustment Model CCP cover plate only.

(6) Model F1FR56 Concealed Pendent and Model F1FR56LL Concealed Pendent sprinklers must be used with Reliable Model CCP cover plates, available as either standard depth with 1/2-inch (12.7mm) of adjustment or low profile with 5/16-inch (8.0 mm) of adjustment.

(7) cULus Listing of the F1FR56 Horizontal Sidewall sprinkler is for Light and Ordinary Hazard occupancies only. FM Approval of the F1FR56 Horizontal Sidewall sprinkler is for Light Hazard occupancies only.

(8) cULus Listing and FM Approval of the F1FR56 Recessed Horizontal Sidewall sprinkler is for Light Hazard occupancies only.

(9) The F1FR56 Vertical Sidewall sprinkler is listed and approved for use only in Light Hazard occupancies. Minimum to maximum deflector to ceiling distance shall be 4 inches to 12 inches (102mm to 305mm). LPCB approval of the F1FR56 Vertical Sidewall sprinkler is for installation in the Pendent position only.

Listed and Approved Temperature Ratings

Model	Deflector/ Orientation	Ordinary Temp. Classification 100°F (38°C) Max. Ambient Temp.		Intermediate Temp. Classification 150°F (65°C) Max. Ambient Temp.		High Temp. Classification 225°F (107°C) Max. Ambient Temp.	
		135°F (57°C) → 155°F (68°C) Temp. Rating	Temp. Rating	175°F (79°C) → 200°F (93°C) Temp. Rating	Temp. Rating	286°F (141°C) Temp. Rating	
		Orange Bulb	Red Bulb	Yellow Bulb	Green Bulb	Blue Bulb	
F1FR28	Pendent	cULus					
	Recessed Pendent	cULus				--	
	Upright	cULus					
F1FR40	Pendent	VdS					
	Recessed Pendent	VdS				--	
F1FR42	Pendent	cULus					
	Recessed Pendent	cULus				--	
	Upright	cULus					
F1FR42LL	Pendent	--				cULus, ULH	--
	Recessed Pendent	--				cULus, ULH	--
F1FRXLH	Pendent	cULus					
	Recessed Pendent	cULus				--	
	Upright	cULus					
F1FR56	Pendent	cULus, FM, LPCB, VdS, EC					
	Recessed Pendent	cULus, FM, LPCB, VdS, EC				--	
	Concealed Pendent*	cULus	cULus,VdS,EC	cULus		--	
	Upright	cULus, FM, LPCB, VdS, EC					
	"Conventional (Pendent or Upright)"	LPCB, VdS, EC					
F1FR56LL	Pendent	--				cULus, ULH	--
	Recessed Pendent	--				cULus, ULH	--
	Concealed Pendent*	--				cULus, ULH	--
F1FR56	Horizontal Sidewall	cULus, FM					
	Recessed Horizontal Sidewall	cULus, FM				--	
F1FR56	Vertical Sidewall (Pen- dent or Upright)	cULus, FM, LPCB					

* Model F1FR56 Concealed Pendent and F1FR56LL Concealed Pendent sprinklers must be used with Reliable Model CCP cover plates. For Ordinary Temperature Classification sprinklers use a 135°F (57°C) temperature rated cover plate. For Intermediate Temperature Classification sprinklers use a 165°F (74°C) temperature rated cover plate.

Recessed Escutcheon Data

Model	Deflector/ Orientation	Listed and Approved Recessed Escutcheons			SIN
		Model F1 (Fig. 1 & 3) 3/4-inch (19mm) adjustment	Model F2 (Fig. 1 & 3) 1/2-inch (12.7mm) adjustment	Model FP (Fig. 2) 1/2-inch (12.7mm) adjustment	
F1FR28	Recessed Pendent	cULus	cULus	cULus	RA1411
F1FR40	Recessed Pendent	VdS	VdS	VdS	RA1418
F1FR42	Recessed Pendent	cULus	cULus	cULus	RA1413
F1FR42LL	Recessed Pendent	cULus, ULH	cULus, ULH	cULus, ULH	RA1410
F1FR42XLH	Recessed Pendent	cULus	cULus	cULus	RA1413
F1FR56	Recessed Pendent	cULus, LPCB, VdS, EC	cULus, FM, LPCB, VdS, EC	cULus, VdS, EC	RA1414
F1FR56LL	Recessed Pendent	cULus, ULH	cULus, ULH	cULus, ULH	RA1415
F1FR56	Recessed Horizontal Sidewall	cULus	cULus, FM	cULus	RA1435

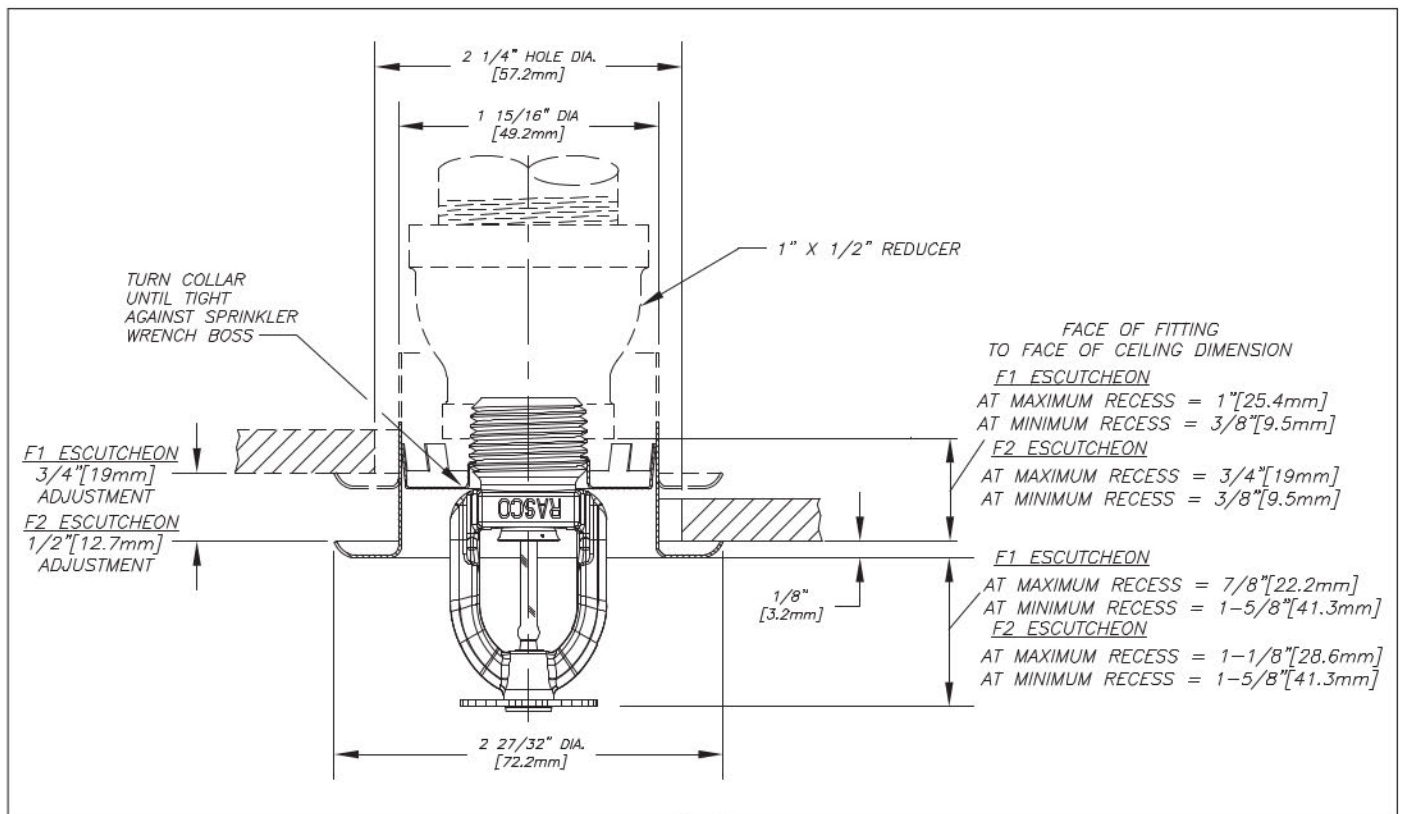


Fig. 1

Model F1FR56, F1FR56LL, F1FR42, F1FR40, F1FR42LL, F1FRXLH & F1FR28
 Recessed Pendent sprinkler with Model F1 or F2 escutcheon

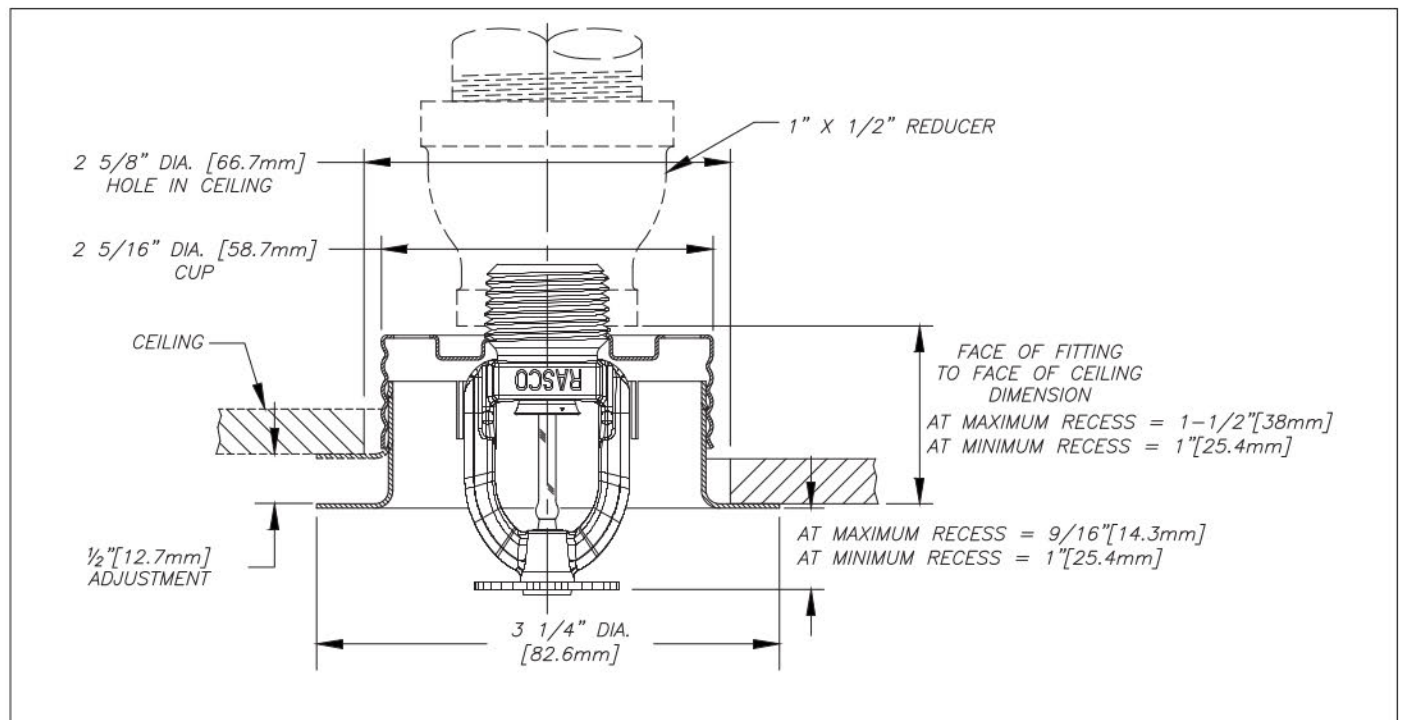


Fig. 2

Model F1FR56, F1FR56LL, F1FR42, F1FR40, F1FR42LL, F1FRXLH & F1FR28
 Recessed Pendent sprinkler with Model FP escutcheon

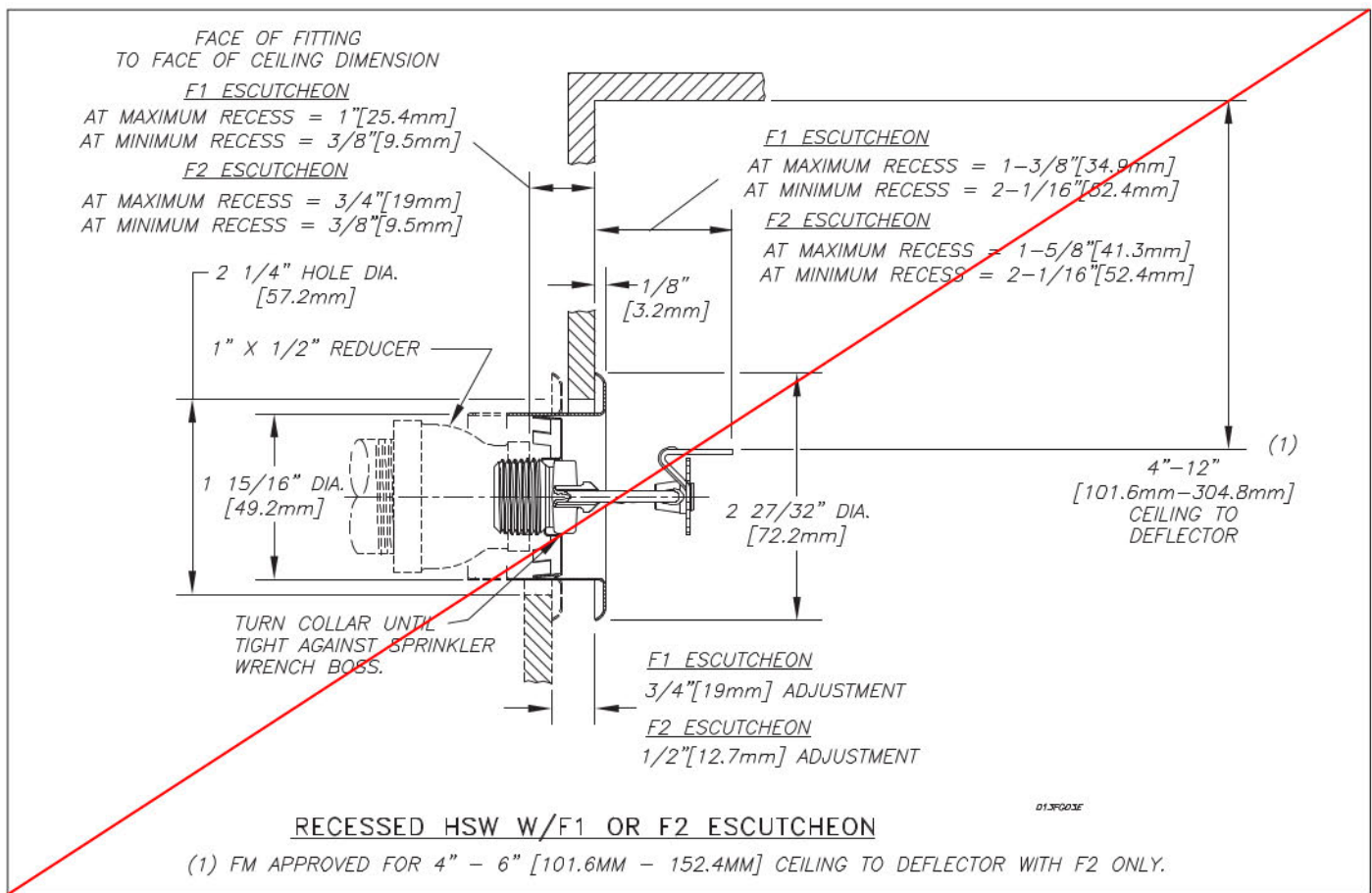


Fig. 3

Model F1FR56 Recessed Horizontal Sidewall sprinkler with Model F1 or F2 escutcheon

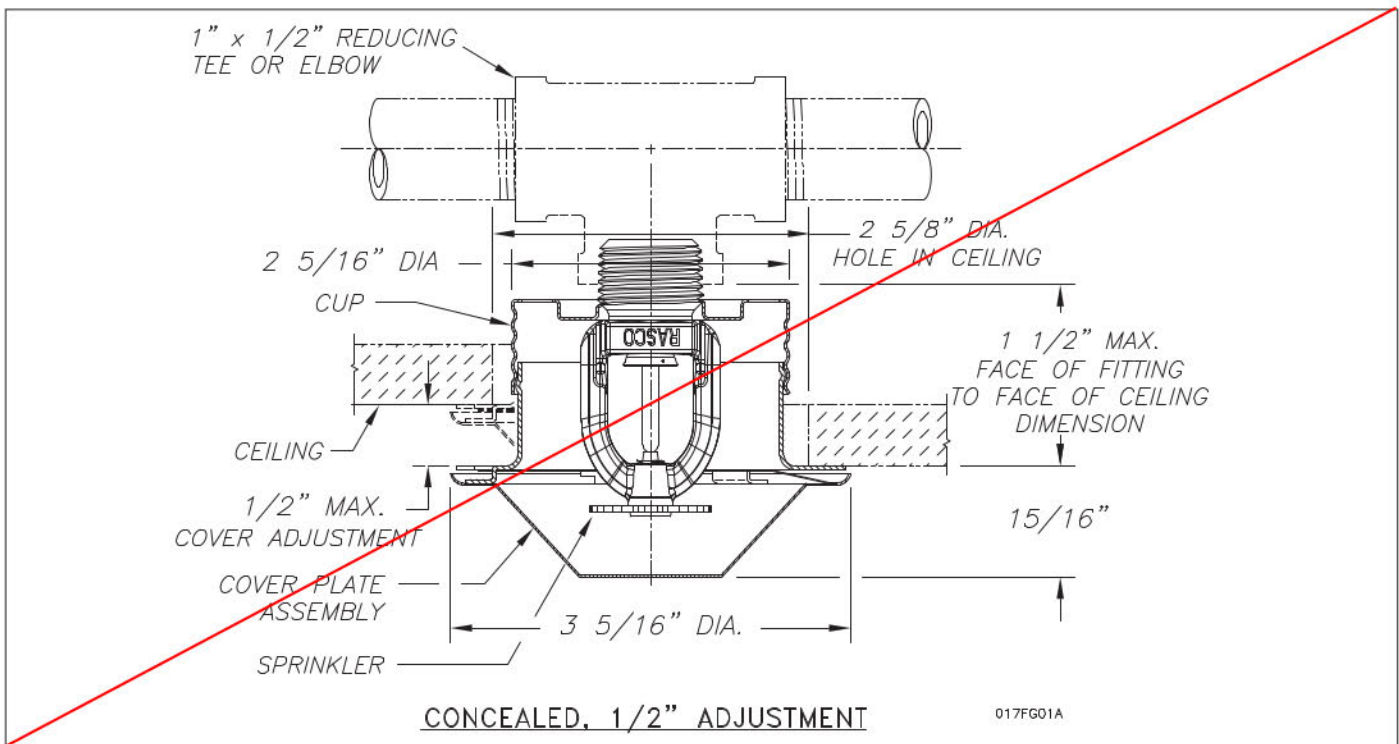


Fig. 4

Model F1FR56/F1FR56LL Concealed Pendent sprinkler with standard depth
1/2-inch (12.7mm) adjustment - Model CCP cover plate

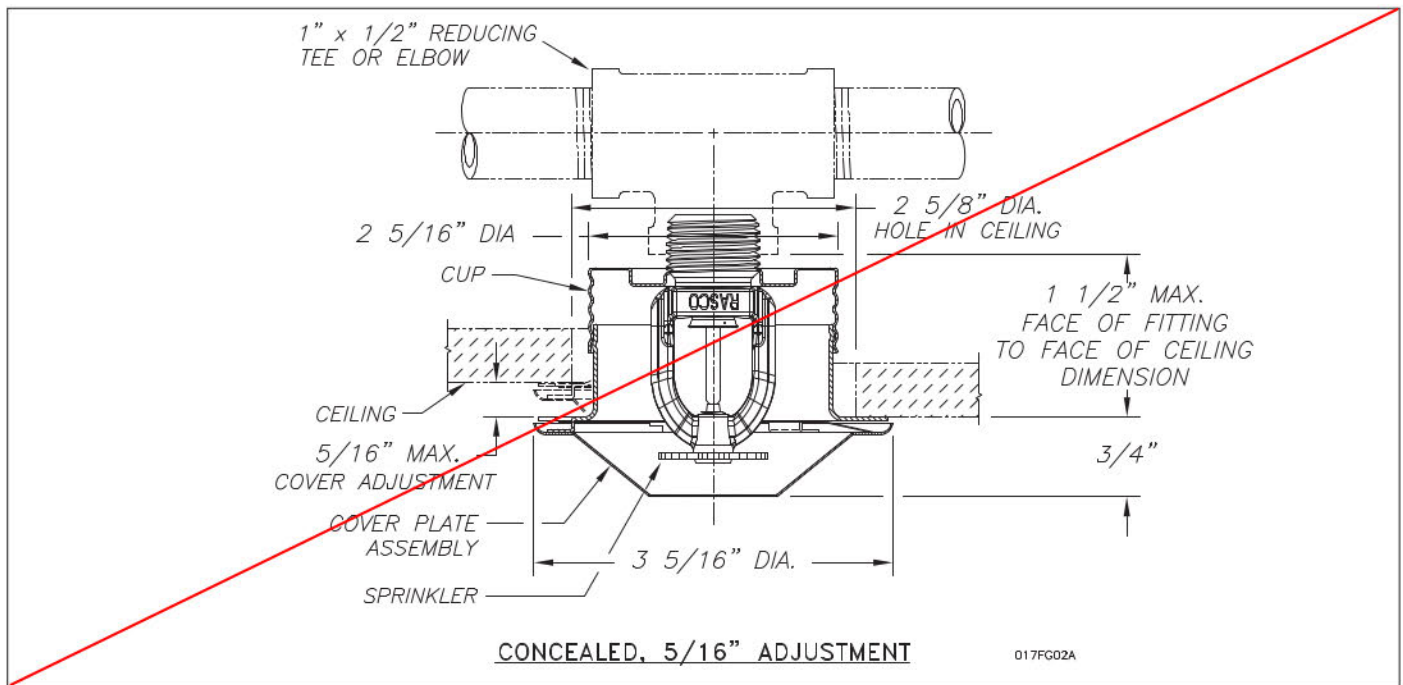


Fig. 5 - Model F1FR56/F1FR56LL Concealed Pendent sprinkler with low profile 5/16-inch (8.0mm) adjustment - Model CCP cover plate

Maintenance

The Model F1FR Series sprinklers should be inspected and the sprinkler system maintained in accordance with NFPA 25. Do not clean sprinklers with soap and water, ammonia or any other cleaning fluids. Remove dust by using a soft brush or gentle vacuuming. Replace any sprinkler which has been painted (other than factory applied) or damaged in any way. A stock of spare sprinklers should be maintained to allow quick replacement of damaged or operated sprinklers.

Finishes ⁽¹⁾

Standard Finishes		
Sprinkler	Escutcheon	Cover plate ⁽¹⁾
Bronze	Brass	Chrome
Chrome Plated	Chrome	White
Polyester	Plated	
Coated ⁽⁴⁾⁽⁵⁾⁽⁶⁾	White Painted	
Special Application Finishes		
Sprinkler	Escutcheon	Cover plate ⁽¹⁾
Electroless Nickel PTFE ⁽⁷⁾	Electroless Nickel PTFE	Bright Brass
Bright Brass ⁽³⁾	Bright Brass	Black Plating
Black Plated	Black Plated	Black Paint
Black Paint ⁽²⁾⁽⁶⁾	Black Paint	Off White
Off White ⁽²⁾⁽⁶⁾	Off White	Satin Chrome
Chrome Dull	Chrome Dull	

⁽¹⁾ Other finishes and colors are available on special order. Consult the factory for details. Custom color painted sprinklers may not retain their UL Corrosion resistance listing. Coverplate custom paint is semi-gloss, unless specified otherwise.

⁽²⁾ cULus Listed only.

⁽³⁾ 200°F (93°C) maximum.

⁽⁴⁾ cULus listed "corrosion resistance" applies to SIN Numbers RA1435 (HSW), RA1485(VSW), RA1425 (Upright), RA1414 (Pendent) and RA1415 (Pendent) in standard black or white. Corrosion resistance in other polyester colors is available upon request.

⁽⁵⁾ FM Approvals finish as "Polyester coated" applies to SIN Number RA1414, RA1435 and RA1425 in standard black or white.

⁽⁶⁾ LPCB and VdS Approved finish applies only to RA1425, RA1414, RA1418 (VdS) and RA1475.

⁽⁷⁾ cULus listed Corrosion Resistant

Material Data

Frame:	DZR Brass, QM Brass, or Low Lead Brass
Deflector:	CDA Alloy 220, 260, or 510
Load Screw/Pintle:	CDA Alloy 360 or 544
Cup:	CDA Alloy 651 or 693
Washer:	Nickel Alloy 440 or 360, coated with PTFE Adhesive Tape
Bulb:	Glass

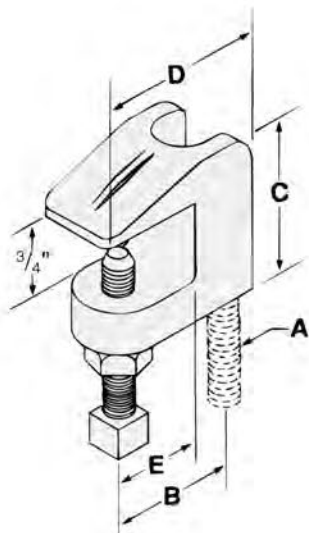
Ordering Information

Specify:

- Sprinkler Model: [F1FR28][F1FR40][F1FR42][F1FR42LL][F1FRXLH][F1FR56][F1FR56LL]
- Sprinkler Deflector/Orientation: [Pendent][Recessed Pendent][Upright][Conventional][Horizontal Sidewall][Recessed Horizontal Sidewall][Vertical Sidewall]
- Sprinkler threads: [1/2-inch NPT][ISO 7-R1/2]
- Sprinkler Temperature Rating: [135°F (57°C)][155°F (68°C)][175°F (79°C)][200°F (93°C)][286°F (141°C)]
- Sprinkler Finish
- Escutcheon Model: [F1][F2][FP]
- Escutcheon Finish (where applicable)
- Cover plate Model: [standard profile CCP 1/2-inch (12.7mm) adjustment][low profile CCP 5/16-inch (8.0mm) adjustment]
- Cover plate Temperature Rating: [135°F (57°C) for use with Ordinary Temperature sprinklers][165°F (74°C) for use with Intermediate Temperature sprinklers]
- Cover plate Finish

Note: When Model F1FR Series Recessed sprinklers are ordered, the sprinklers and escutcheons are packaged separately.

**Fig. 350
BEAM CLAMP**



FUNCTION: Designed for attaching hanger rod to the top flange of a beam or bar joist, where the flange thickness does not exceed $\frac{3}{4}$ inch. The open U design permits rod adjustment. The universal design of the $\frac{3}{8}$ Fig. 350 allows it to be used in an inverted position on the bottom flange of a beam as well.

APPROVALS: Underwriters' Laboratories listed. Factory Mutual approved $\frac{3}{8}$ " and $\frac{1}{2}$ " sizes only. Complies with Federal Specification A-A-1192A (Type 19) and Manufacturers' Standardization Society SP-69 (Type 19). When used in an inverted position on the bottom of a beam flange the $\frac{3}{8}$ Fig. 350 also complies with Federal Specification A-A-1192A (Type 23) and Manufacturers' Standardization Society SP-69 (Type 23)

MATERIAL: Malleable iron with hardened steel cup point set screw

FINISH: Plain or electro-galvanized

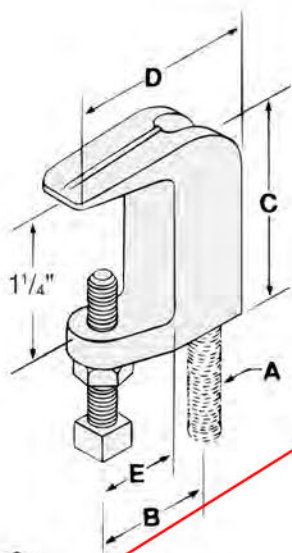
ORDERING: Specify rod size, finish and figure number.

Rod Size A	B	C	D	E	Max. Pipe Size	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
$\Delta \frac{3}{8}$	1	$1\frac{1}{2}$	$1\frac{5}{8}$	$\frac{1}{2}$	4	400	.33
$\frac{1}{2}$	1	$1\frac{1}{2}$	$1\frac{11}{16}$	$\frac{1}{2}$	8	500	.34
$\frac{5}{8}$	$1\frac{1}{16}$	$1\frac{1}{2}$	$1\frac{7}{8}$	$\frac{5}{8}$	8	P	.39
$\frac{3}{4}$	$1\frac{5}{16}$	$1\frac{3}{4}$	$2\frac{3}{8}$	$\frac{5}{8}$	8	P	.63
$\frac{7}{8}$	$1\frac{5}{16}$	$1\frac{3}{4}$	$2\frac{3}{8}$	$\frac{5}{8}$	8	PO	.60

Note: See MSS SP-69 specs for proper set screw torque values.

Δ Reversible design approved for bottom beam use.

**Fig. 360
WIDE MOUTH
BEAM CLAMP**



FUNCTION: Designed for attaching hanger rod to the top flange of a beam or bar joist, where the flange thickness does not exceed $1\frac{1}{4}$ inches. The open U design permits rod adjustment.

APPROVALS: Underwriters' Laboratories listed and Factory Mutual approved ($\frac{3}{8}$ & $\frac{1}{2}$ sizes only). Complies with Federal Specification A-A-1192A (Type 19) and Manufacturers' Standardization Society SP-69 (Type 19)

MATERIAL: Malleable iron with hardened steel cup point set screw

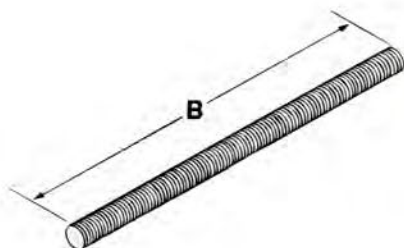
FINISH: Plain or electro-galvanized

ORDERING: Specify rod size, finish and figure number.

Rod Size A	B	C	D	E	Max. Pipe Size	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
$\frac{3}{8}$	$1\frac{1}{16}$	$1\frac{7}{8}$	$1\frac{5}{8}$	$\frac{1}{2}$	4	400	.37
$\frac{1}{2}$	$1\frac{1}{16}$	$1\frac{7}{8}$	$1\frac{5}{8}$	$\frac{1}{2}$	8	500	.35
$\frac{5}{8}$	$1\frac{3}{8}$	$2\frac{5}{16}$	$2\frac{1}{4}$	$\frac{3}{4}$	5	850	.74
$\frac{3}{4}$	$1\frac{3}{8}$	$2\frac{3}{8}$	$2\frac{3}{8}$	$\frac{3}{4}$	6	900	.87

Note: See MSS SP-69 specs for proper set screw torque values.

**Fig. 10
THREADED STUDS**



FUNCTION: Designed for use in pipe hanger assembly.

MATERIAL: Low carbon steel

FINISH: Plain

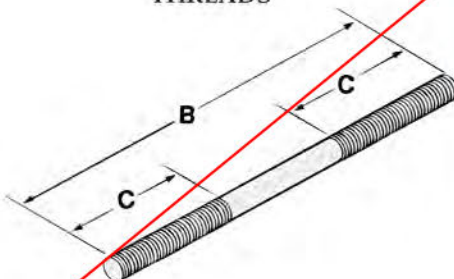
ORDERING: Specify rod size, length (B) and figure number.

Rod Size	Max. Rec. Load/lbs.		Wt. Per Inch/lbs.
	650°F	750°F	
3/8 x B	P	P	.02
1/2 x B	PO	PO	.04
5/8 x B	1810	1610	.07
3/4 x B	2710	P	.11
7/8 x B	3770	PO	.14

Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

**Fig. 15 & 15L
MACHINE THREAD
HANGER ROD**

Fig. 15 RIGHT-HAND THREADS
Fig. 15L RIGHT- AND LEFT-HAND THREADS



FUNCTION: Designed for use in pipe hanger assembly.

MATERIAL: Low carbon steel

FINISH: Plain

ORDERING: Specify rod size, length (B) and figure number.

Rod Size	Thread Length C	Max. Rec. Load/lbs.		Wt. Per Inch/lbs.
		650°F	750°F	
3/8 x B	2 1/2	P	P	.03
1/2 x B	2 1/2	PO	PO	.06
5/8 x B	2 1/2	1810	1610	.09
3/4 x B	3	2710	2420	.13
7/8 x B	3 1/2	3770	3360	.17
1 x B	4	4960	4420	.22

Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

**Fig. 20 & 21
CONTINUOUS
THREADED ROD**

Fig. 20* PLAIN
Fig. 21 ELECTRO-GALVANIZED



*Available in stainless steel. To order, specify 304 or 316 and add suffix SS to figure number. Price on request.

FUNCTION: Useful in applications where stud lengths cannot be predetermined.

MATERIAL: Low carbon steel

ORDERING: Specify rod size, length and figure number.

Rod Size	Packaging Feet Per Bundle			Max. Rec. Load/lbs.		Wt. Per Foot/lbs.
	6 ft.	10 ft.	12 ft.	650°F	750°F	
1/4-20	300	500	600	P	P	.12
3/8-16	150	200	240	P	P	.29
1/2-13	72	120	144	PO	PO	.54
5/8-11	48	80	96	1810	1610	.83
3/4-10	30	50	60	2710	2420	1.25
7/8-9	24	40	48	3770	3360	1.65
1-8	12	20	24	4960	4420	2.25

ADJUSTABLE SWIVEL RING HANGERS



FUNCTION: Designed for the suspension of non-insulated stationary pipe lines. The knurled insert nut that allows a vertical adjustment after installation, is tapped to NFPA reduced rod size standards. Fig. 141F has a layer of felt which separates the pipe from the hanger to reduce vibration and sound.

APPROVALS: Underwriters' Laboratories listed and Factory Mutual approved Fig. 141 $\frac{3}{4}$ " to 8" sizes only. Complies with Federal Specification A-A-1192A (Type 10), Manufacturers' Standardization Society SP-69 (Type 10) and NFPA standards for reduced rod sizes.

ORDERING: Specify pipe size and figure number.

Pipe Size	Rod Size A	B	Adj. C	D	E	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
$\frac{1}{2}$	$\frac{3}{8}$	$1\frac{7}{8}$	$1\frac{7}{16}$	$2\frac{3}{4}$	$3\frac{1}{16}$	300	.10
$\frac{3}{4}$	$\frac{3}{8}$	$1\frac{11}{16}$	$1\frac{1}{8}$	$2\frac{1}{2}$	$3\frac{1}{16}$	300	.10
1	$\frac{3}{8}$	$1\frac{5}{8}$	1	$2\frac{1}{2}$	$3\frac{3}{16}$	300	.10
$1\frac{1}{4}$	$\frac{3}{8}$	$1\frac{9}{16}$	$1\frac{1}{16}$	$2\frac{13}{16}$	$3\frac{9}{16}$	300	.11
$1\frac{1}{2}$	$\frac{3}{8}$	$2\frac{1}{8}$	$1\frac{1}{16}$	$3\frac{1}{8}$	$3\frac{7}{8}$	300	.11
2	$\frac{3}{8}$	$2\frac{7}{16}$	$1\frac{1}{8}$	$3\frac{5}{16}$	$4\frac{3}{8}$	300	.14
$2\frac{1}{2}$	$\frac{3}{8}$	$2\frac{3}{4}$	$1\frac{1}{4}$	$3\frac{11}{16}$	5	525	.19
3	$\frac{3}{8}$	$2\frac{7}{8}$	$1\frac{1}{8}$	$3\frac{3}{4}$	$5\frac{9}{16}$	525	.23
$3\frac{1}{2}$	$\frac{3}{8}$	$3\frac{3}{8}$	$1\frac{3}{8}$	$4\frac{5}{16}$	$6\frac{5}{16}$	P	.25
4	$\frac{3}{8}$	$3\frac{7}{8}$	$1\frac{1}{2}$	$4\frac{1}{2}$	7	P	.30
5	$\frac{1}{2}$	$4\frac{5}{8}$	$1\frac{5}{8}$	$5\frac{5}{8}$	$8\frac{3}{8}$	P	.50
6	$\frac{1}{2}$	$5\frac{5}{8}$	$2\frac{1}{4}$	$6\frac{1}{2}$	$9\frac{13}{16}$	1000	.58
8	$\frac{1}{2}$	$6\frac{13}{16}$	$2\frac{7}{16}$	$7\frac{15}{16}$	$12\frac{1}{4}$	1000	.90

Note: If ordering Fig. 141F felt lined hangers for pipe sizes of $3\frac{1}{2}$ " or under, order the next largest size to allow for the thickness of the felt lining.

FUNCTION: Designed for the suspension of non-insulated stationary pipe lines. The knurled insert nut, allows for vertical adjustment after installation. Fig. 151F has a layer of felt which separates the pipe from the hanger to reduce vibration and sound.

APPROVALS: Underwriters' Laboratories listed and Factory Mutual approved Fig. 151 $2\frac{1}{2}$ " to 8" sizes only. Complies with Federal Specification A-A-1192A (Type 10), and Manufacturers' Standardization Society SP-69 (Type 10).

ORDERING: Specify pipe size and figure number.

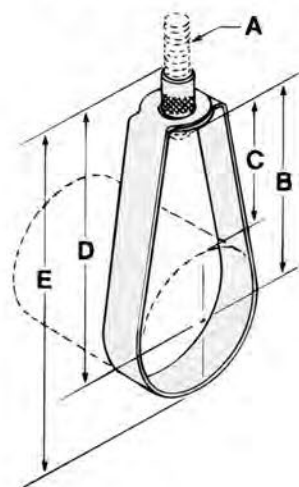
Pipe Size	Rod Size A	B	Adj. C	D	E	Max. Rec. Load/lbs.	Wt. Each (in lbs.)
$2\frac{1}{2}$	$\frac{1}{2}$	$2\frac{3}{4}$	$1\frac{1}{4}$	$3\frac{11}{16}$	$5\frac{1}{8}$	600	.33
3	$\frac{1}{2}$	$3\frac{1}{8}$	$1\frac{1}{8}$	4	$5\frac{7}{8}$	600	.35
$3\frac{1}{2}$	$\frac{1}{2}$	$3\frac{5}{8}$	$1\frac{1}{2}$	$4\frac{5}{16}$	$6\frac{5}{8}$	P	.37
4	$\frac{5}{8}$	$3\frac{7}{8}$	$1\frac{1}{4}$	$4\frac{15}{16}$	$7\frac{1}{8}$	P	.48
5	$\frac{5}{8}$	$4\frac{3}{8}$	$1\frac{3}{8}$	$5\frac{5}{8}$	$8\frac{1}{2}$	1000	.57
6	$\frac{3}{4}$	$5\frac{5}{16}$	2	$6\frac{11}{16}$	$10\frac{1}{8}$	1250	1.06
8	$\frac{3}{4}$	$6\frac{15}{16}$	$2\frac{5}{8}$	$8\frac{5}{16}$	$12\frac{7}{8}$	1250	1.32

Note: If ordering Fig. 151F felt lined hangers for pipe sizes of $3\frac{1}{2}$ " or under, order the next largest size to allow for the thickness of the felt lining.

Fig. 141 & 141F NFPA SWIVEL RING HANGER

Fig. 141 PRE-GALVANIZED

Fig. 141F PRE-GALVANIZED
WITH FELT LINING

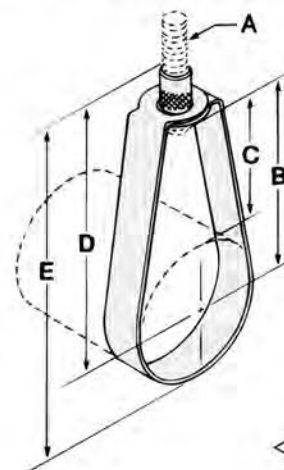


MATERIAL: Low carbon steel

Fig. 151 & 151F SWIVEL RING HANGER

Fig. 151 PRE-GALVANIZED

Fig. 151F PRE-GALVANIZED
WITH FELT LINING



MATERIAL: Low carbon steel



JTM Products

Phoenix 27-XL

Water Dispersible
Pipe Joint Lubricant

Product Data Sheet

Description:

Phoenix 27-XL is a Water Dispersible Pipe Joint Lubricant certified to meet NSF/ANSI Standard 61 for use in potable water systems. Its creamy consistency allows the installer to apply a smooth, consistent coating of pipe joint lubricant to both the gasket and the pipe. Combine this with the products excellent lubricity and the result is easier, faster, and more reliable pipe assembly operations.

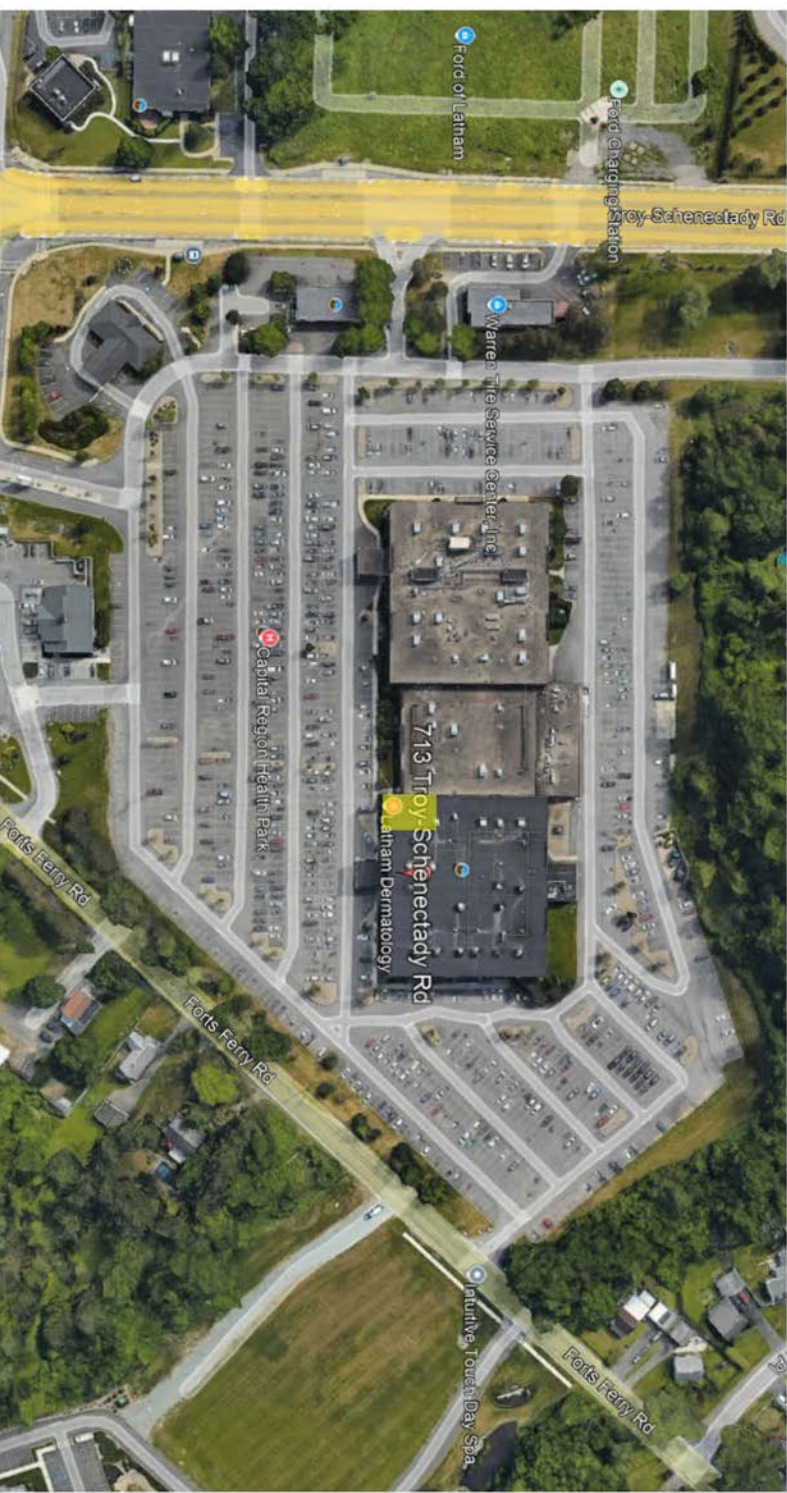
Formulated to be exceptionally versatile, Phoenix 27-XL has a very broad usable temperature range of -10°F to 150°F. Since it applies equally well to wet or dry surfaces, Phoenix 27 XL Water Dispersible Pipe Joint Lubricant can be used in all conditions, all year long, on any type of pipe.

Features:

- Certified to NSF/ANSI Standard 61
- Biodegradable
- All season, all weather lubricant
- Smooth, non-separating formula
- Made from renewable resources
- Water dispersible
- Contains no phosphates
- Contains no petroleum
- Non-toxic
- Minimizes insertion forces
- Low VOC
- Does not support bacteria
- Certified low lead level (<0.25%)
- FBC™ System Compatible indicates that this product has been tested, and is monitored on an ongoing basis, to assure its chemical compatibility with FlowGuard Gold®, BlazeMaster® and Corzan® piping systems and products made with TempRite® Technology. The FBC System Compatible Logo, FBC™, FlowGuard Gold®, BlazeMaster®, Corzan®, and TempRite® are trademarks of Lubrizol Advanced Materials, Inc. or its affiliates.

Product Data:

- Form: Creamy paste
- Color: Off white
- Odor: Bland
- Boiling Point: >180°F
- Flash Point: >220°F
- Water Miscibility: Very good
- Bulk Density: Approximately 9.3 pounds per gallon
- pH (5% solution); Approximately 9.0



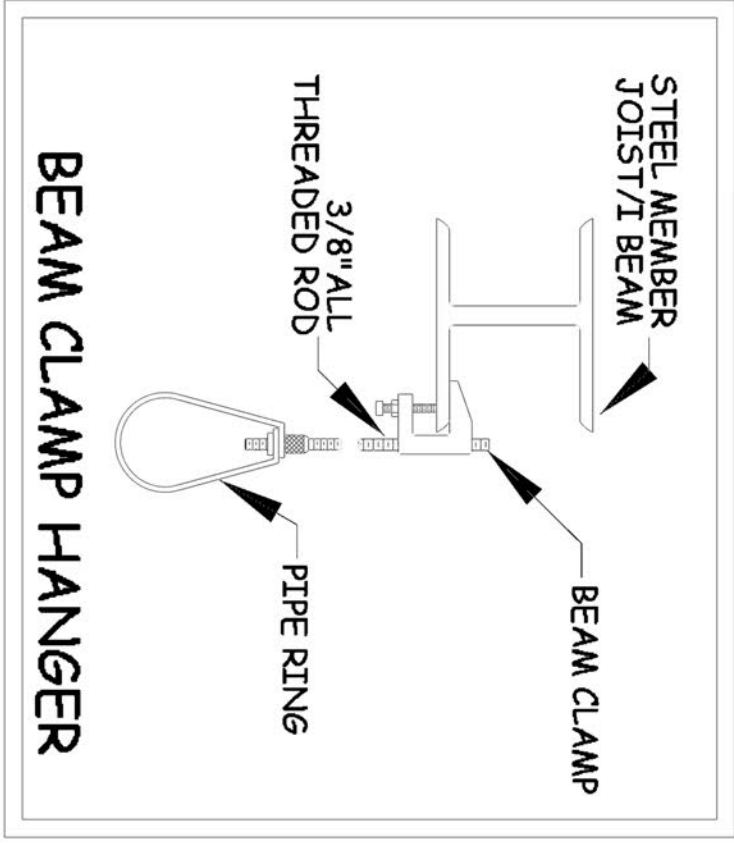
FLEX-HEAD

CORRUGATED STAINLESS STEEL
WITH STAINLESS STEEL BRAID

SPRINKLER MAIN
OR BRANCH LINE

RECESSED
SPRINKLER HEAD

SUSPENDED
CEILING TILE



LEGEND

	- EXISTING SPRINKLER HEAD LOCATION
	- RELOCATE EXISTING SPRINKLER HEAD
	- ADD NEW SPRINKLER HEAD
	- EXISTING SPRINKLER PIPING
	- PLUG LOCATION
	- NEW TIE IN LOCATION

- 1) ALL PIPE TO BE AS PER NFPA-13 6.3
- 2) ALL THREAD FITTINGS TO BE STANDARD BLACK CAST CAST IRON AS PER NFPA-13 6.4
- 3) ALL GROOVED FITTINGS TO BE AS PER NFPA-13 6.5.3
- 4) FITTING & HANGERS TO BE U.L. LISTED & OR F.M. APPROVED
- 5) INSTALLATION & DESIGN TO BE AS PER NFPA-13 2016
- 6) OWNER TO PROVIDE SUFFICIENT HEAT TO PREVENT WET SYSTEM FROM FREEZING
- 7) ALL ELEC. DEVICES WIRED BY ELECTRICAL CONTRACTOR

- = (37) = 155° RELIABLE MODEL F1FR RECESSED
WHITE PENDENT, 1/2" ORIFICE, 5.6K
- = (2) = 200° RELIABLE MODEL F1FR RECESSED
WHITE PENDENT, 1/2" ORIFICE, 5.6K

MODIFICATION TO EXISTING WET SPRINKLER SYSTEM

8 ENTERPRISE DRIVE, ALBANY, N.Y. 12204

PROJECT NAME:
REHABILITATION SUPPORT SERVICES
CAPITAL REGION HEALTH PARK
713 TROY-SCHENECTADY ROAD
LATHAM, NEW YORK

CONTRACT WITH:
MERCER CONSTRUCTION COMPANY
331 USHERS ROAD
BALLSTON LAKE, NEW YORK 12019

DRAWN BY

JAL

SCALE

DRAWING NO.: FP-1 OF 1

CONTRACT NO.: 25-REHABSUPPORT

Exhibit 19



Commercial Zoning Verification

FILED

APR 10 2026

Peter G. Crumme
Town Supervisor

Julie L. Gansle
Colonie Town Clerk

Town of Colonie Building and Fire Services Department
Public Operations Center, 347 Old Niskayuna Road
Latham, New York 12110

Phone POL 87(2)(a) -
www.colonie.org/departments/building



THIS APPLICATION IS FOR ZONING VERIFICATION FOR ANY COMMERCIAL PROJECT
FEES ARE DUE AT THE TIME OF APPLICATION
THIS FORM WILL BE ON FILE FOR 1 YEAR

Any proposal which requires a Town of Colonie Building and Zoning Permit or an approval issued by the Town of Colonie Planning Board/Department must first be reviewed by the zoning enforcement officer of the Town of Colonie to determine whether the proposal violates any provision(s) of the Town of Colonie Zoning Laws. The Officer's determination is based solely upon the information submitted on/with this form and such determination is subject to review and change if the project is modified or further information becomes available at a subsequent date. The officer reserves the right to request further information as deemed necessary. A disapproval of the application by the zoning officer means the project, as designed, cannot proceed for the reasons provided. If you the applicant disagree with the zoning officer's determination you may appeal said determination to the Town of Colonie Zoning Board of Appeals. A new Application for Zoning Verification may need to be submitted if the applicable zoning laws change before the proposed action is completed.

NOTE: IF OWNER IS NOT THE SIGNEE, THE SIGNEE SWEARS THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND THAT THE SIGNEE IS AUTHORIZED TO MAKE SUCH APPLICATION.

1. GENERAL INFORMATION:

CASE #Z 202600233

Address of site of proposed action:

713 TROY-SCHENECTADY ROAD LATHAM NEW YORK 12110
Number Street City State Zip

Name of applicant REHABILITATION SUPPORT SERVICES

Address 5172 WESTERN TURNPIKE ALBANY NEW YORK 12009
Number Street City State Zip

Applicant's phone (W) (Cell)

Email Address

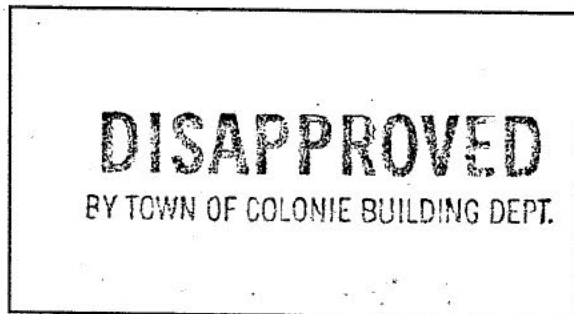
Contact person TIMOTHY FARRICKER

Email Address

Phone number (W) (Cell)

Property owner(s) HEALTHCARE REALTY SERVICES, LLC AS AGENT FOR HTA-REGION HEALTH, LLC

Address 711 TROY-SCHENECTADY ROAD, SUITE 212, LATHAM, NEW YORK 12110
Number Street City State Zip



2. Describe the present use of the building and property. (If vacant, so note and list last prior use & tenant).
TENANT SPACE, SUITE 125 CURRENTLY VACANT AND FORMERLY COMMUNITY CARE CARDIOLOGISTS.

3. APPLICANT'S PROPOSED ACTION:

A. Is the proposed action a:

- ☐ New building ☐ Addition ☐ Renovation ☐ Accessory Structure ☐ Other
☒ New tenant (business name) REHABILITATION SUPPORT SERVICES ☒ (Including Alterations)
☐ Change of use (new use)
☐ Temporary tent (Date tent will be erected) (Date tent will be removed)
☐ Site change or other (describe below)

B. Proposed use (check where applicable):

- | | | | | |
|--|--|--|---|---|
| ☒ Office | ☐ Warehouse / Storage | ☐ Motor Vehicle Repair Shop | ☐ Supermarket | ☐ Massage |
| ☐ Bank | ☐ Fast Food Establishment | ☐ Motor Vehicle Service Station | ☐ Wholesale | ☐ Messur |
| ☐ Retail | ☐ Restaurant / Bar | ☐ Motor Vehicle Sales | ☐ Industrial | ☐ Police Handout |
| ☐ Bakery | ☐ Convenience Food Store | ☐ Mini Mart | ☐ Day Care Child/Adult | |
| ☐ Hotel | ☐ Personal Service Business | ☐ Multifamily Dwelling | ☐ Nightclub | |
| ☐ School | ☐ Wireless Telecom Facility | ☐ Place of Worship | ☐ Other | |

C. DESCRIBED THE PROPOSED USE IN DETAIL IN A COMPLETE DESCRIPTIVE NARRATIVE.

SEE ATTACHED

4. Parcel is located in a COR zoning district (refer to Town of Colonie Zoning Map)

5. SITE INFORMATION: IF THE APPLICANT PROPOSES ONLY A TENANT CHANGE, THIS SECTION MAY NOT BE REQUIRED TO BE COMPLETED. HOWEVER, THIS SECTION MUST BE COMPLETED AND TWO (2) COPIES OF THE PROPOSED SITE PLAN MUST BE SUBMITTED FOR ANY PROPOSAL WHICH INCLUDES A CHANGE OF USE, TEMPORARY TENT, ADDITION, ACCESSORY STRUCTURE OR NEW BUILDING.

A. TEMPORARY TENT: Plan may be hand drawn by the applicant and must depict the existing structure(s), if any, the proposed structure/tent, the lot layout, and all new and existing building setbacks.

B. MAJOR/MINOR OR NONCONFORMING COMMERCIAL SITE OR USE: Plan must be drawn by a licensed N.Y.S. engineer, architect, surveyor or landscape architect and have upon it; the address of the property, all easements, area of the parcel, abutting public highways, frontage of the lot on public highway, all building setback dimensions, the proposed structure, parking, building heights, and all zoning districts within 300 feet of the site. In OR, COR, HCOR and NCOR zoning districts, the site plan must show existing buildings and front yard setback dimensions for abutting properties on each side.

NOTE: MAJOR/MINOR/NONCONFORMING USE Site Development Proposals are defined in the Town of Colonie Land Use Law Section 190-11(A)(B).

C. Area of Property: _____ acres and _____ square feet Lot Size width _____ depth _____
Length of property on a developed street _____ feet
Is this a corner lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.
Is this a through lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.

Building setbacks: Existing Proposed Existing Proposed
Front yard _____ ft. _____ ft. Right side yard _____ ft. _____ ft.
Rear/Front yard _____ ft. _____ ft. Left side yard _____ ft. _____ ft.

Existing Building Height (at peak) _____ ft. _____ stories New Building Size: Length _____ ft. Width _____ ft.
Proposed Building Height (at peak) _____ ft. _____ stories Density Sq. Ft. per acre _____ Units per acre _____

Gross floor area: existing _____ sq. ft. proposed _____ sq. ft. total _____ sq. ft.

6. SIGNATURE OF APPLICANT [Signature]
PRINTED OR TYPED APPLICANT NAME TIMOTHY FARLICRATZ DATE 5/6/26

If DISAPPROVED “Such appeal shall be taken within sixty days after the filing in the town clerk’s office of any order, requirement, decision, interpretation or determination of the administrative official charged with the enforcement of such ordinance or local law, from which the appeal is taken”.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR OFFICIAL USE ONLY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

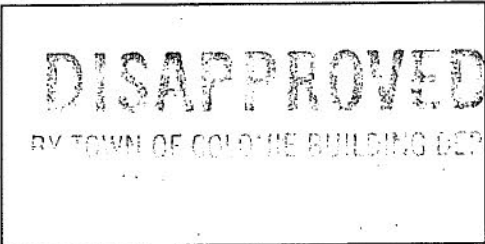
I, Christopher Mastroianni zoning officer of the Town of Colonie do hereby find that the proposed action as described above and any attachments hereto,

IS IN ACCORDANCE _____ APPROVED DATE _____
SIGNATURE OF ZONING OFFICER

IS NOT IN ACCORDANCE _____ DISAPPROVED DATE 3/10/26
SIGNATURE OF ZONING OFFICER

with Chapter 190 of the Colonie Land Use Law that is effective as of this date.

A crisis intervention center is not a permitted use in the Commercial Office Residential (COR) zoning district as stated in the Town of Colonie Land Use Law, Sections 190-18, 190-21, and 190 Attachment #1 – Table of Permitted Uses. The proposed crisis intervention center does not meet the requirement of being located at least 1,000 feet from the zone line of any zoning district which includes residential uses including but not limited to: SFR, MFR, OR, NCOR, COR, and HCOR as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(a). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from schools, day-care centers, and playgrounds as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(b). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from businesses with a liquor license and from cannabis dispensaries to reduce exposure to substances that could trigger relapse as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(c).



TO THE APPLICANT: THIS IS NOT A BUILDING AND ZONING PERMIT. IF YOU WISH TO PROCEED, PLEASE SUBMIT AN APPLICATION FOR THE FOLLOWING:

- ☐ BUILDING AND ZONING PERMIT APPLICATION (Building Department)
- ☒ APPLICATION FOR ZONING VARIANCE OR INTERPRETATION (Building Department)
- ☐ APPLICATION FOR PLANNING DEPT. APPROVAL (Planning and Economic Development)
- ☐ SPECIAL USE PERMIT USE _____

Variance/SUP granted on property _____ Yes ☒ No ☐ Parcel in/near a wetland Yes ☐ No ☒
Variance # _____ Parcel in/near a flood plain Yes ☐ No ☒
Is existing use nonconforming Yes ☐ No ☒ Watercourse on/near the property Yes ☐ No ☒

YES NO VIOLATION - CHAPTER 190-118 (BUILDING PERMITS REQUIRED)
CONSTRUCTION STARTED WITHOUT OBTAINING BUILDING AND ZONING PERMIT

☐ Major Zoning Verification \$215 ☐ Fee Paid _____

Minor Zoning Verification \$115 ☒ Fee Paid _____

Other Zoning Verification \$ 65 ☐ Fee Paid _____

All fees are non-refundable



Rehabilitation Support Services, Inc.

Dan Sauer
Mercer Construction
P.O. Box 636
Clifton Park, NY 12065

3/2/26

RE:711/713 Troy Schenectady RD ICSC Location

Dan,

This 3,870-square-foot facility provides 24/7 medical assessment and stabilization, serving as a vital community resource for individuals experiencing physical or mental health crises that require professional intervention but not acute ER care. Staffed by a multidisciplinary team of physicians, nurses, and social workers, the office utilizes a specialized floor plan to offer clinical treatment and private consultations in a discreet, structured environment. By prioritizing support from family and "collaterals" and leveraging a continuous service model to minimize traffic impact, the facility functions as a quiet, essential health resource that seamlessly integrates into the community while relieving pressure on local emergency departments.

Sincerely,

Tim Farricker
Director of Facilities
Rehabilitation Support Services
5172 Western Turnpike
Altamont, NY 12009

POL 87(2)(a) - 2

POL 87(2)(a) - 2

Exhibit 20



TOWN OF COLONIE

Building Department
Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Peter G. Crummey
Town Supervisor

Phone **POL 87(2)(a) - 2** Fax (518) **POL**
www.townofcolonie.gov/departments/building
<http://www.townofcolonie.gov/boards/zba>

Chretien T. Voerg, P.E.
Director

ZONING VERIFICATION RECEIPT

Case Number: **Z202600233**

Address: **713 Troy Schenectady Road**

Applicant: **Rehabilitation Support Services**

Date of Denied Zoning Verification: **March 10, 2026**

Filing Date: **April 3, 2026**

Albany County Planning Board Required*: **Yes**

Zoning Verification Fee: **\$115**

Zoning Board of Appeals Fee: **\$690**

I hereby acknowledge receipt of a Zoning Verification form stamped "DISAPPROVED" for the above stated date and location. I am the applicant (or represent the applicant) that filed this form with the Building Department.

I am aware that I have sixty (60) days from the date the "DISAPPROVED" Zoning Verification was filed in the Town of Colonie Town Clerk's Office to file an "Appeal From The Decision of the Administrative Official Application for Interpretation/ Variance", or I lose my ability to file an appeal.

*Please note: if marked "Yes," this project must be reviewed by the Albany County Planning Board before it can be scheduled for the Town of Colonie Zoning Board of Appeals.

Signed

Print Name

Charles B. Dennis

Date

4/16/26



Peter G. Crumme
Town Supervisor

Commercial Zoning Verification

FILED

APR 10 2026

Julie L. Gansle
Colonie Town Clerk

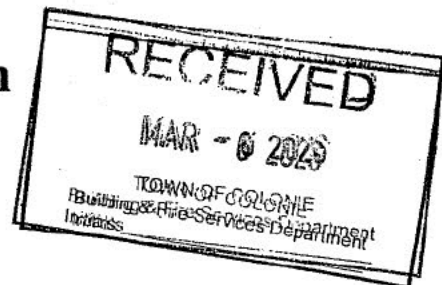
Town of Colonie Building and Fire Services Department

Public Operations Center, 347 Old Niskayuna Road

Latham, New York 12110

Phone POL 87(2)(a) -

www.colonie.org/departments/building



**THIS APPLICATION IS FOR ZONING VERIFICATION FOR ANY COMMERCIAL PROJECT
FEES ARE DUE AT THE TIME OF APPLICATION
THIS FORM WILL BE ON FILE FOR 1 YEAR**

Any proposal which requires a Town of Colonie Building and Zoning Permit or an approval issued by the Town of Colonie Planning Board/Department must first be reviewed by the zoning enforcement officer of the Town of Colonie to determine whether the proposal violates any provision(s) of the Town of Colonie Zoning Laws. The Officer's determination is based solely upon the information submitted on/with this form and such determination is subject to review and change if the project is modified or further information becomes available at a subsequent date. The officer reserves the right to request further information as deemed necessary. A disapproval of the application by the zoning officer means the project, as designed, cannot proceed for the reasons provided. If you the applicant disagree with the zoning officer's determination you may appeal said determination to the Town of Colonie Zoning Board of Appeals. A new Application for Zoning Verification may need to be submitted if the applicable zoning laws change before the proposed action is completed.

NOTE: IF OWNER IS NOT THE SIGNEE, THE SIGNEE SWEARS THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER AND THAT THE SIGNEE IS AUTHORIZED TO MAKE SUCH APPLICATION.

1. GENERAL INFORMATION:

CASE #Z 202600233

Address of site of proposed action:

713 TROY-SCHENECTADY ROAD LATHAM NEW YORK 12110
Number Street City State Zip

Name of applicant REHABILITATION SUPPORT SERVICES

Address 5172 WESTERN TURNPIKE ALBANY NEW YORK 12009
Number Street City State Zip

Applicant's phone (W) (Cell)

Email Address

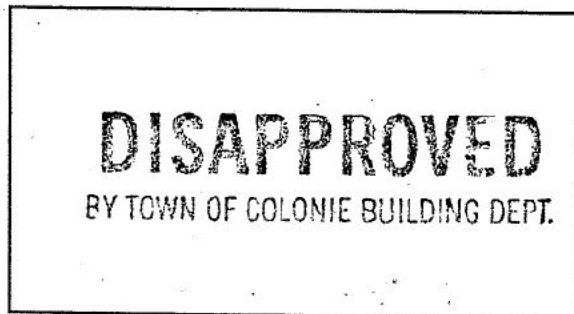
Contact person TIMOTHY FARRICKER

Email Address

Phone number (W) (Cell)

Property owner(s) HEALTHCARE REALTY SERVICES, LLC AS AGENT FOR HTA-REGION HEALTH, LLC

Address 711 TROY-SCHENECTADY ROAD, SUITE 212, LATHAM, NEW YORK 12110
Number Street City State Zip



2. Describe the present use of the building and property. (If vacant, so note and list last prior use & tenant).
TENANT SPACE, SUITE 125 CURRENTLY VACANT AND FORMERLY COMMUNITY CARE CARDIOLOGISTS.

3. APPLICANT'S PROPOSED ACTION:

A. Is the proposed action a:

- ☐ New building ☐ Addition ☐ Renovation ☐ Accessory Structure ☐ Other
☒ New tenant (business name) REHABILITATION SUPPORT SERVICES ☒ (Including Alterations)
☐ Change of use (new use)
☐ Temporary tent (Date tent will be erected) (Date tent will be removed)
☐ Site change or other (describe below)

B. Proposed use (check where applicable):

- | | | | | |
|--|--|--|---|---|
| ☒ Office | ☐ Warehouse / Storage | ☐ Motor Vehicle Repair Shop | ☐ Supermarket | ☐ Massage |
| ☐ Bank | ☐ Fast Food Establishment | ☐ Motor Vehicle Service Station | ☐ Wholesale | ☐ Messer |
| ☐ Retail | ☐ Restaurant / Bar | ☐ Motor Vehicle Sales | ☐ Industrial | ☐ Police Handout |
| ☐ Bakery | ☐ Convenience Food Store | ☐ Mini Mart | ☐ Day Care Child/Adult | |
| ☐ Hotel | ☐ Personal Service Business | ☐ Multifamily Dwelling | ☐ Nightclub | |
| ☐ School | ☐ Wireless Telecom Facility | ☐ Place of Worship | ☐ Other | |

C. DESCRIBED THE PROPOSED USE IN DETAIL IN A COMPLETE DESCRIPTIVE NARRATIVE.

SEE ATTACHED

OVER

4. Parcel is located in a COR zoning district (refer to Town of Colonie Zoning Map)

5. SITE INFORMATION: IF THE APPLICANT PROPOSES ONLY A TENANT CHANGE, THIS SECTION MAY NOT BE REQUIRED TO BE COMPLETED. HOWEVER, THIS SECTION MUST BE COMPLETED AND TWO (2) COPIES OF THE PROPOSED SITE PLAN MUST BE SUBMITTED FOR ANY PROPOSAL WHICH INCLUDES A CHANGE OF USE, TEMPORARY TENT, ADDITION, ACCESSORY STRUCTURE OR NEW BUILDING.

A. TEMPORARY TENT: Plan may be hand drawn by the applicant and must depict the existing structure(s), if any, the proposed structure/tent, the lot layout, and all new and existing building setbacks.

B. MAJOR/MINOR OR NONCONFORMING COMMERCIAL SITE OR USE: Plan must be drawn by a licensed N.Y.S. engineer, architect, surveyor or landscape architect and have upon it; the address of the property, all easements, area of the parcel, abutting public highways, frontage of the lot on public highway, all building setback dimensions, the proposed structure, parking, building heights, and all zoning districts within 300 feet of the site. In OR, COR, HCOR and NCOR zoning districts, the site plan must show existing buildings and front yard setback dimensions for abutting properties on each side.

NOTE: MAJOR/MINOR/NONCONFORMING USE Site Development Proposals are defined in the Town of Colonie Land Use Law Section 190-11(A)(B).

C. Area of Property: _____ acres and _____ square feet Lot Size width _____ depth _____
Length of property on a developed street _____ feet
Is this a corner lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.
Is this a through lot? Yes _____ No _____ Frontage on each street _____ ft. _____ ft.

Building setbacks: Existing Proposed Existing Proposed
Front yard _____ ft. _____ ft. Right side yard _____ ft. _____ ft.
Rear/Front yard _____ ft. _____ ft. Left side yard _____ ft. _____ ft.

Existing Building Height (at peak) _____ ft. _____ stories New Building Size: Length _____ ft. Width _____ ft.
Proposed Building Height (at peak) _____ ft. _____ stories Density Sq. Ft. per acre _____ Units per acre _____

Gross floor area: existing _____ sq. ft. proposed _____ sq. ft. total _____ sq. ft.

6. SIGNATURE OF APPLICANT [Signature]
PRINTED OR TYPED APPLICANT NAME TIMOTHY FARLICRATZ DATE 5/6/26

If DISAPPROVED “Such appeal shall be taken within sixty days after the filing in the town clerk’s office of any order, requirement, decision, interpretation or determination of the administrative official charged with the enforcement of such ordinance or local law, from which the appeal is taken”.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR OFFICIAL USE ONLY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

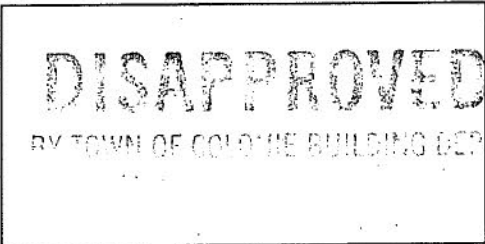
I, Christopher Mastroianni zoning officer of the Town of Colonie do hereby find that the proposed action as described above and any attachments hereto,

IS IN ACCORDANCE _____ APPROVED DATE _____
SIGNATURE OF ZONING OFFICER

IS NOT IN ACCORDANCE _____ DISAPPROVED DATE 3/10/26
SIGNATURE OF ZONING OFFICER

with Chapter 190 of the Colonie Land Use Law that is effective as of this date.

A crisis intervention center is not a permitted use in the Commercial Office Residential (COR) zoning district as stated in the Town of Colonie Land Use Law, Sections 190-18, 190-21, and 190 Attachment #1 – Table of Permitted Uses. The proposed crisis intervention center does not meet the requirement of being located at least 1,000 feet from the zone line of any zoning district which includes residential uses including but not limited to: SFR, MFR, OR, NCOR, COR, and HCOR as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(a). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from schools, day-care centers, and playgrounds as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(b). The proposed crisis intervention center does not meet the requirement of being located at least 1,500 feet from businesses with a liquor license and from cannabis dispensaries to reduce exposure to substances that could trigger relapse as stated in the Town of Colonie Land Use Law, Section 190-22(M)(13)(c).



TO THE APPLICANT: THIS IS NOT A BUILDING AND ZONING PERMIT. IF YOU WISH TO PROCEED, PLEASE SUBMIT AN APPLICATION FOR THE FOLLOWING:

- ☐ BUILDING AND ZONING PERMIT APPLICATION (Building Department)
- ☒ APPLICATION FOR ZONING VARIANCE OR INTERPRETATION (Building Department)
- ☐ APPLICATION FOR PLANNING DEPT. APPROVAL (Planning and Economic Development)
- ☐ SPECIAL USE PERMIT USE _____

Variance/SUP granted on property _____ Yes ☒ No ☐ Parcel in/near a wetland Yes ☐ No ☒
Variance # _____ Parcel in/near a flood plain Yes ☐ No ☒
Is existing use nonconforming Yes ☐ No ☒ Watercourse on/near the property Yes ☐ No ☒

YES NO VIOLATION - CHAPTER 190-118 (BUILDING PERMITS REQUIRED)
CONSTRUCTION STARTED WITHOUT OBTAINING BUILDING AND ZONING PERMIT

☐ Major Zoning Verification \$215 ☐ Fee Paid _____

Minor Zoning Verification \$115 ☒ Fee Paid _____

Other Zoning Verification \$ 65 ☐ Fee Paid _____

All fees are non-refundable

Exhibit 21

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

**Town of Colonie
Local Law No. 2 of the year 2025**

A local law amending Chapter 190 of the Code of the Town of Colonie.

Be it enacted by the Town Board of the Town of Colonie as follows:

SECTION 1: AMENDMENT

Chapter 190 of the Code of the Town of Colonie pertaining to Zoning and Land Use is hereby amended as follows:

§ 190-6: Definitions

CLINIC, DENTAL OR MEDICAL – a facility providing outpatient surgical procedures and urgent care services. A Clinic may be an accessory use to a Hospital and may include Medical Office(s) as defined by this Chapter. This definition shall not include substance abuse treatment or veterinary services.

CRISIS INTERVENTION CENTER – An inpatient and/or outpatient facility that provides urgent treatment to individuals with acute mental health and/or substance use symptoms, the transport and treatment of whom shall be at the request of the individual/patient. A Crisis Intervention Center may be an accessory use to a Hospital and may exist as part and may include Medical Office(s). It is exclusive of Substance Abuse Treatment Centers as defined by the Code of the Town of Colonie.

HOSPITAL – An establishment, and its accessory uses, that provides surgical and nonsurgical diagnostic and medical treatment for humans with any variety of medical symptoms, conditions, diseases and/or injuries operating under the supervision of a physician and other healthcare professionals and includes permanent facilities, inpatient beds, medical services and twenty-four hour licensed professional nursing services. This definition includes any facility licensed by the State as a general, limited or special hospital. For purposes of this definition, Hospitals shall not be synonymous with Crisis Intervention Centers, Substance Abuse Treatment Centers, nursing home/facilities, facilities providing custodial or educational care or facilities providing long-term drug, alcohol or mental health treatment.

MEDICAL OFFICE – A facility providing out-patient health care. Medical offices may include, but not be limited to diagnostic, therapeutic, preventative, rehabilitative or palliative services. This definition shall not include Hospitals, Crisis Intervention Centers, Substance Abuse Treatment Centers, Clinics or any overnight occupancy.

SUBSTANCE ABUSE TREATMENT CENTER – An outpatient medical facility that provides ongoing addiction and substance abuse treatment to individuals, including, but not limited to, the administration and/or disbursement of medications to treat substance abuse disorders and/or addiction. A Substance Abuse Treatment Center may be an accessory use to a Hospital and may include Medical Office(s). This definition shall not include Crisis Intervention Centers as defined by the Code of the Town of Colonie.

§190-22: Additional Use Standards, Restrictions and Exceptions

M. Specific special use permit and planning special permit standards (in addition to the provisions of the detailed site plan review and special permits article of this chapter).

(13) Crisis Intervention Center and Substance Abuse Treatment Center.

- (a) Residential Properties: Shall be located at least 1,000 feet from the zone line of any zoning district which includes residential uses including, but not limited to SFR, MFR, OR, NCOR, COR and HCOR.
- (b) Schools & Childcare Centers: Shall be located at least 1,500 feet from schools, daycare centers, and playgrounds to minimize exposure to vulnerable populations.
- (c) Parks & Recreational Areas: Shall be located at least 1,000-feet from public parks, sports fields, and community recreation centers.
- (d) Other Similar Facilities: To prevent an oversaturation of behavioral health services in one area, new facilities shall be located at least 2,500 feet from another Crisis Intervention Center or Substance Abuse Treatment Center.
- (e) Liquor Stores & Bars: Shall be located at least 1,500 feet from businesses with a liquor license and from cannabis dispensaries to reduce exposure to substances that could trigger relapse.

SECTION 2. SEVERABILITY

If any clause, sentence or provision of this local law or the application thereof to any person or circumstance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity thereof shall not affect, impair or invalidate the remainder of the provisions of this local law or the application thereof to other persons and circumstances.

SECTION 3. SEQR DETERMINATION.

The Town Board hereby determines that this amendment is an Unlisted action that will not have a significant effect on the environment and, therefore, no other determination or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

SECTION 4. EFFECTIVE DATE

This local law shall take effect upon its proper filing in the Office of the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 2025 of the **Town of Colonie** was duly passed by the Town Board on February 27, 2025 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer'.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (Town) of was duly passed by the on 20, and was (approved)(not disapproved)(repassed (Name of Legislative Body) after disapproval) by the and was deemed duly adopted on 20 in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (Town)(of was duly passed by the on 20, and was (approved)(not disapproved)(repassed after (Name of Legislative Body) disapproval) by on 20 Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on I 9 in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (Town)(of was duly passed by the (Name of Legislative Body) on 20 and was (approved)(not disapproved)(repassed after (disapproval) by the on 20 Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of 20 in accordance with the applicable provisions of law.

***Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairman of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.**

5. (City local law concerning Charter revision proposed by petition.)

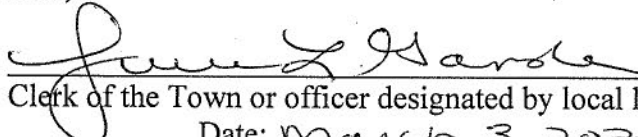
I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the City of having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on 20, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the County of State of New York, having been submitted to the electors at the

General Election of November , 20_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

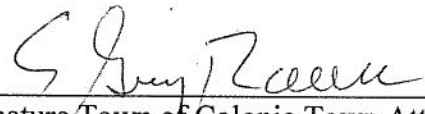

Clerk of the Town or officer designated by local legislative body
Date: March 3, 2025

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK
COUNTY OF ALBANY

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.


Signature/Town of Colonie Town Attorney
Date: March 4, 2025

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

**Town of Colonie
Local Law No. 4 of the year 2025**

A local law amending Chapter 190 of the Code of the Town of Colonie.

Be it enacted by the Town Board of the Town of Colonie as follows:

SECTION 1: AMENDMENT

Chapter 190 of the Code of the Town of Colonie pertaining to Zoning and Land Use is hereby amended as follows:

§ 190-6: Definitions

TRANSITIONAL HOUSING – A form of temporary housing involving supervised community living and support services designed to prepare formerly incarcerated persons, formerly homeless persons, and/or individuals recovering from substance abuse and/or mental health crisis for future independent living. Transitional Housing shall include, but not be limited to, facilities commonly known as half-way houses, three-quarter houses, sober living houses, residential reentry homes, but shall not include physical rehabilitation centers.

§190-22: Additional Use Standards, Restrictions and Exceptions

M. Specific special use permit and planning special permit standards (in addition to the provisions of the detailed site plan review and special permits article of this chapter).

(13) Crisis Intervention Center, Substance Abuse Treatment Center and Transitional Housing.

SECTION 2. SEVERABILITY

If any clause, sentence or provision of this local law or the application thereof to any person or circumstance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity thereof shall not affect, impair or invalidate the remainder of the provisions of this local law or the application thereof to other persons and circumstances.

SECTION 3. SEQR DETERMINATION.

The Town Board hereby determines that this amendment is an Unlisted action that will not have a significant effect on the environment and, therefore, no other determination or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

SECTION 4. EFFECTIVE DATE

This local law shall take effect upon its proper filing in the Office of the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, ascribed as local law No. 4 of 2025 of the **Town of Colonie** was duly passed by the Town Board on July 10, 2025 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the (Town) of _____ was duly passed by the _____ on _____ 20__, and was (approved)(not disapproved)(repassed after disapproval) by the (Elective Chief Executive Officer*) on _____ 20__ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the (Town) of _____ was duly passed by the (Name of Legislative Body) on _____ 20__, and was (approved)(not disapproved)(repassed after disapproval) by (Elective Chief Executive Officer*) on _____ 20__.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20__ in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the (Town) of _____ was duly passed by the (Name of Legislative Body) on _____ 20__ and was (approved)(not disapproved)(repassed after disapproval) by the (Elective Chief Executive Officer*) on _____ 20__. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20__ in accordance with the applicable provisions of law.

***Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.**

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the City of _____ having been submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20__, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the County of _____ State of New York, having been submitted to the electors at the General Election of November __, 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph ____ above.



Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

July 17, 2025

Date

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK
COUNTY OF ALBANY

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.



Signature Town of Colonie Town Attorney
Date: July 22, 2025

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

**Town of Colonie
Local Law No. 5 of the year 2025**

A local law amending Chapter 190, Section 190-21 of the Code of the Town of Colonie to rescind and replace the Table of Permitted Uses.

Be it enacted by the Town Board of the Town of Colonie as follows:

SECTION 1. AMENDMENT

Chapter 190, Section 190-21, Table of Permitted Uses, is hereby rescinded and replaced in its entirety with the Table of Permitted Uses attached here as Exhibit A.

SECTION 2. SEQR DETERMINATION.

The Town Board hereby determines that this amendment is a Type 1 action that will not have a significant effect on the environment and, therefore, no other determination or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

SECTION 3. EFFECTIVE DATE

This local law shall take effect upon its proper filing in the Office of the Secretary of State.

RECEIVED
STATE RECORDS

SEP 26 2025

DEPARTMENT OF STATE

ZONING AND LAND USE

190 Attachment 1

Town of Colonie

Table of Permitted Uses

[Amended 6-28-2007 by L.L. No. 10-2007; 8-28-2008 by L.L. No. 8-2008; 5-21-2009 by L.L. No. 4-2009; 11-5-2009 by L.L. No. 12-2009; 2-3-2011 by L.L. No. 13-2011; 7-28-2011 by L.L. No. 19-2011; 7-25-2013 by L.L. No. 13-2013; 5-1-2014 by L.L. No. 8-2014; 11-19-2015 by L.L. No. 12-2015; 3-23-2017 by L.L. No. 2-2017; 4-6-2017 by L.L. No. 4-2017; 8-30-2018 by L.L. No. 10-2018; 8-30-2018 by L.L. No. 11-2018; 8-30-2018 by L.L. No. 12-2018; 10-25-2018 by L.L. No. 16-2018; 9-29-2022 by L.L. No. 4-2022; xx-xx-2025 by L.L. No. xx-2025]

KEY X - Permitted Use
A - Permitted Accessory Use
SUP - Use permitted by Special Use Permit
PSP - Use permitted by Planning Special Permit
WTSUP - Use permitted by Wireless Telecommunications Special Use Permit

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HICOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Airport									X		
Amusement use, indoor (excluding specific amusement uses enumerated in this table)			SUP	SUP	X	X	X	X	X		
Amusement use, large outdoor (excluding specific amusement uses enumerated in this table)			SUP	SUP	SUP	SUP	SUP	X	X		
Amusement use, small outdoor (excluding specific amusement uses enumerated in this table)			SUP	SUP	SUP	X	X	X	X		
Animal shelter								X	X		
Artisan studio/shop			X		X	X	X	X	X		
Automatic car wash						X	X	X	X		
Bakery, commercial							X	X	X		
Bakery, retail				X	X	X	X	X	X		
Bank			X	X	X	X	X	X	X		
Bar					X	X	X	X	X		
Bed-and-breakfast			X		X	X	X	X			

COLONIE CODE

	SFR Single- Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	IICOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Billboard								X			
Boardinghouse			SUP		SUP	SUP	SUP				
Brewery								X	X		
Building supplies						X	X	X	X		
Cannabis, retail			SUP	SUP	X	X	X	X	X		
Car wash						X	X	X	X		
Cemetery											X
Christmas tree sales (See General Regulations Article.)				X	X	X	X	X	X		
Clinic, dental or medical			X	X	X	X	X	X	X		
Commercial parking								X	X		
Community center		SUP	X	X	X	X	X		X		
Community center, accessory		A									
Construction company, large								X	X		
Construction company, small					X	X	X	X	X		
Convenience store				X	X	X	X	X	X		
Convention and Exhibit Center				X		X	X	X	X		
Correctional facility								X	X		
Crafting studio, alcohol licensed			SUP		X	X	X	X	X		
Crematory											X
Crisis intervention center				SUP				SUP	SUP		
Cultural venue			X	X	X	X	X	X	X		
Dance hall						X	X	X	X		
Day care, adult		SUP	X	X	X	X	X	X	X		
Day care, home	A	A	A	A	A	A	A	A	A		
Day-care center		SUP	X	X	X	X	X	X	X		
Drive-through use			A	A	A	A	A	A	A		
Dwelling unit accessory	A	A	A	A	A	A	A	A	A		
Dwelling unit, mixed- use		X	X		X	X	X				
Dwelling, multifamily (See additional use standards, restrictions, and exceptions for mixed-use zones below.)		X	X	SUP	X	X	X				

ZONING AND LAND USE

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Dwelling, single-family (See additional use standards, restrictions, and exceptions for mixed-use zones below.)	X	X			SUP						
Dwelling, single-family farmhouse	A	A	A	A	A	A	A	A	A	A	
Dwelling, townhouse (See additional use standards, restrictions, and exceptions for mixed-use zones below.)		X	X		X	X	X				
Dwelling, two-family (See additional use standards, restrictions, and exceptions for mixed-use zones below.)		X				SUP					
Elder-care use		SUP	X	X	X	X	X	X	X		
Entertainment or retail adult (See General Regulations Article.)											
Farm	X	X	X	X	X	X	X	X	X	X	X
Farm brewery			SUP		X	X	X	X	X		
Farm stand	A	A	A	A	A	A	A	A	A	A	
Fast-food establishment			A	A	X	X	X	X	X		
Fire station	X	X	X	X	X	X	X	X	X	X	
Fraternity or sorority house	SUP	A	A	A	A	A	A	A	A		
Funeral home				X	SUP	X	X	X	X		X
Garage sale (See General Regulations Article.)	A	A	A	A	A	A	A	A	A		
Garden center						X	X	X	X		
General contractor						X	X	X	X		
Golf course	X	X	X	X		X	X	X	X		
Golf course, miniature						X	X	X	X		
Health club			X	X	SUP	X	X	X	X		

COLONIE CODE

	SFR Single- Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Heavy equipment storage/sales/services				SUP		SUP	X	X	X		
Home occupation Level One (See General Regulations Article.)	A	A	A	A	A	A	A	A	A		
Home occupation Level Two (See General Regulations Article.)		SUP	SUP	SUP	SUP	SUP	SUP	SUP			
Hospital				X				X	X		
Hotel				X	X	X	X	X	X		
Hotels within Route 5 Corridor Inventory Study Area				PSP	PSP	PSP	PSP	PSP	PSP		
Industry, heavy								X	X		
Industry, light								X	X		
Junkyard								X	X		
Kennel						X	X	X	X		
Landscaping company						X	X	X	X		
Lawn care service company					X	X	X	X	X		
Library			X	X	X	X	X	X	X		
Manufactured home park		X									
Manufacturing, light			X		X	X	X	X	X		
Marina					X	X	X	X	X		
Microbrewery/brew pub			SUP		X	X	X	X	X		
Mini mart					SUP	X	X	X	X		
Mini warehouse/self-storage facility						SUP	SUP	X	X		
Mining								X			
Motor vehicle detailing shop			X		X	X	X	X	X		
Motor vehicle or boat sales and service						X	X	X	X		
Motor vehicle or boat storage yard								X	X		
Motor vehicle rental agency				X		X	X	X	X		
Motor vehicle repair shop (major)								X	X		

ZONING AND LAND USE

	SFR Single- Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Motor vehicle repair shop (minor)						X	X	X	X		
Motor vehicle service station					X	X	X	X	X		
Movie theater					X	X	X	X	X		
Municipal uses	X	X	X	X	X	X	X	X	X	X	
Nightclub					X	X	X	X	X		
Nursery	X	X	X	X	X	X	X	X	X	X	X
Nursing home		SUP	X	X	X	X	X	X	X		
Office, medical			X	X	X	X	X	X	X		
Office, professional or business			X	X	X	X	X	X	X		
Park	X	X	X	X	X	X	X	X	X		
Personal service business			X	X	X	X	X	X	X		
Pet grooming			X	X	X	X	X	X	X		
Place of worship	X	X	X	X	X	X	X	X	X		X
Portable storage structure	X	X	X		X	X	X	X	X		
Preschool			X	X	X	X	X	X	X		
Preschool, accessory	A	A	A	A	A	A	A	A	A		
Private club				X	SUP	X	X	X	X		
Recreation field			X	X	X	X	X	X	X	X	
Research and development laboratory			X	X		X	X	X	X		
Restaurant				X	X	X	X	X	X		
Retail business (excluding specific retail sales uses enumerated in this table)			SUP	SUP	X	X	X	X	X		
School	X	X	X	X	X	X	X	X	X		
Service business			X	X	X	X	X	X	X		
Shipping store, retail			SUP	SUP	X	X	X	X	X		
Short-term rental			X		X	X	X	X	X		

COLONIE CODE

	SFR Single- Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Sign (See Signs and Billboards Article)											
Solar energy system, ground-mounted	X	X	X	X	X	X	X	X	X		
Solar energy system, roof-mounted	X	X	X	X	X	X	X	X	X	X	X
Solar farm						SUP	SUP	SUP	SUP		
Substance abuse treatment center				SUP				SUP	SUP		
Supermarket						X	X	X	X		
Transfer station								X	X		
Transitional housing				SUP				X	X		
Truck garden	X	X	X	X	X	X	X	SUP	SUP		
Veterinarian				X	SUP	X	X	X	X	X	
Warehouse storage/distribution								X	X		
Wholesale business								X	X		
Wireless telecommunications facility (See Ch. 189.)	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, ascribed as Local Law No. 5 of 2025 of the **Town of Colonie** was duly passed by the Town Board on September 25, 2025 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the (Town) of _____ was duly passed by the _____ on _____ 20__, and was (approved)(not disapproved)(repassed after disapproval) by the (Elective Chief Executive Officer*) on _____ 20__ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the (Town) of _____ was duly passed by the (Name of Legislative Body) on _____ 20__, and was (approved)(not disapproved)(repassed after disapproval) by (Elective Chief Executive Officer*) on _____ 20__.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20__ in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law No. ___ of 20__ of the (Town) of _____ was duly passed by the (Name of Legislative Body) on _____ 20__ and was (approved)(not disapproved)(repassed after disapproval) by the (Elective Chief Executive Officer*) on _____ 20__. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20__ in accordance with the applicable provisions of law.

***Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.**

5. (City local law concerning Charter revision proposed by petition.)

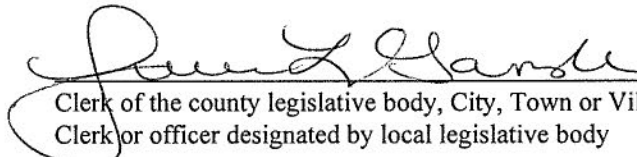
I hereby certify that the local law annexed hereto, ascribed as local law No. __ of 20__ of the City of _____ having been submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20__, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, ascribed as local law No. __ of 20__ of the County of _____ State of New York, having been submitted to the electors at the General Election of November __, 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph ____ above.


Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body
9/26/2025
Date

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality.)

STATE OF NEW YORK
COUNTY OF ALBANY

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

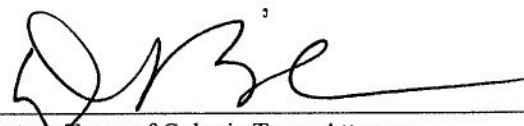

Signature Town of Colonie Town Attorney
Date: 9/26/2025

Exhibit 22

McKinney's Consolidated Laws of New York Annotated

Mental Hygiene Law (Refs & Annos)

Chapter 27. Of the Consolidated Laws (Refs & Annos)

Title E. General Provisions (Refs & Annos)

Article 31. Regulation and Quality Control of Services for the Mentally Disabled
(Refs & Annos)

McKinney's Mental Hygiene Law § 31.36

§ 31.36 Crisis stabilization services

Effective: October 1, 2021

Currentness

The commissioner shall be authorized, in conjunction with the commissioner of the office of addiction services and supports, to create crisis stabilization centers within New York state in accordance with article thirty-six of this title, including the promulgation of joint regulations and implementation of a financing mechanism to allow for the sustainable operation of such programs.

Credits

(Added L.2021, c. 57, pt. AA, § 1, eff. Oct. 1, 2021.)

McKinney's Mental Hygiene Law § 31.36, NY MENT HYG § 31.36

Current through L.2026, chapters 1 to 49, 61 to 115. Some statute sections may be more current, see credits for details.



McKinney's Consolidated Laws of New York Annotated
Mental Hygiene Law (Refs & Annos)
Chapter 27. Of the Consolidated Laws (Refs & Annos)
Title E. General Provisions (Refs & Annos)
Article XXXVI. Addiction and Mental Health Services and Supports

McKinney's Mental Hygiene Law § 36.01

§ 36.01 Crisis stabilization centers

Effective: October 1, 2021

Currentness

(a)(1) The commissioners are authorized to jointly license crisis stabilization centers subject to the availability of state and federal funding.

(2) A crisis stabilization center shall serve as a voluntary and urgent service provider for persons at risk of a mental health or substance abuse crisis or who are experiencing a crisis related to a psychiatric and/or substance use disorder that are in need of crisis stabilization services. Each crisis stabilization center shall provide or contract to provide person centered and patient driven crisis stabilization services for mental health or substance use twenty-four hours per day, seven days per week, including but not limited to:

(i) Engagement, triage and assessment;

(ii) Continuous observation;

(iii) Mild to moderate detoxification;

(iv) Sobering services;

(v) Therapeutic interventions;

(vi) Discharge and after care planning;

(vii) Telemedicine;

(viii) Peer support services; and

(ix) Medication assisted treatment.

(3) The commissioners shall require each crisis stabilization center to submit a plan. The plan shall be approved by the commissioners prior to the issuance of a license pursuant to this article. Each plan shall include:

(i) a description of the center's catchment area,

(ii) a description of the center's crisis stabilization services,

(iii) agreements or affiliations with hospitals as defined in section 1.03 of this chapter,

(iv) agreements or affiliations with general hospitals or law enforcement to receive persons,

(v) a description of local resources available to the center to prevent unnecessary hospitalizations of persons,

(vi) a description of the center's linkages with local police agencies, emergency medical services, ambulance services and other transportation agencies,

(vii) a description of local resources available to the center to provide appropriate community mental health and substance use disorder services upon release,

(viii) written criteria and guidelines for the development of appropriate planning for persons in need of post community treatment or services,

(ix) a statement indicating that the center has been included in an approved local services plan developed pursuant to article forty-one of this chapter for each local government located within the center's catchment area; and

(x) any other information or agreements required by the commissioners.

(4) Crisis stabilization centers shall participate in county and community planning activities annually, and as additionally needed, in order to participate in local community service planning processes to ensure, maintain, improve or develop community services that demonstrate recovery outcomes. These outcomes include, but are not limited to, quality of life, socio-economic status, entitlement status, social networking, coping skills and reduction in use of crisis services.

(b) Each crisis stabilization center shall be staffed with a multidisciplinary team capable of meeting the needs of individuals experiencing all levels of crisis in the community, which shall include, but not be limited to, at least one psychiatrist or psychiatric nurse practitioner, a credentialed alcoholism and substance abuse counselor and one peer support specialist on duty and available at all times.

(c) The commissioners shall promulgate regulations necessary to the operation of such crisis stabilization centers.

(d) Where a crisis stabilization center has been established prior to the effective date of this article, the previously established center may be issued a license where the provider can demonstrate substantial compliance with minimum crisis service standards necessary for patient safety and program efficacy.

(e) For the purpose of addressing unique rural service delivery needs and conditions, the commissioners shall provide technical assistance for the establishment of crisis stabilization centers otherwise approved under the provisions of this section, including technical assistance to

promote and facilitate the establishment of such centers in rural areas in the state or combinations of rural counties.

(f) The commissioners shall develop guidelines for educational materials to assist crisis stabilization centers in educating local practitioners, community mental health and substance abuse programs, hospitals, law enforcement and peers. Such materials shall include appropriate education relating to de-escalation techniques, cultural competency, the recovery process, mental health, substance use, and avoidance of aggressive confrontation.

(g) Within the amounts appropriated, the commissioners shall arrange for appropriate training to law enforcement entities, first responders, including but not limited to firefighters and emergency medical services personnel, and any other entities deemed appropriate by the commissioners, located within the catchment area of a crisis stabilization center. The training may include but not be limited to: (1) crisis intervention team training; (2) mental health first aid; (3) implicit bias training; and (4) naloxone training. Such training may be provided in an electronic format or other format as deemed appropriate by the commissioners. The commissioners may contract with an organization with the knowledge and expertise in providing the training required under this subdivision.

Credits

(Added L.2021, c. 57, pt. AA, § 3, eff. Oct. 1, 2021. Amended L.2022, c. 185, § 1, eff. Oct. 1, 2021.)

McKinney's Mental Hygiene Law § 36.01, NY MENT HYG § 36.01

Current through L.2026, chapters 1 to 49, 61 to 115. Some statute sections may be more current, see credits for details.

Compilation of Codes, Rules and Regulations of the State of New York
Title 14. Department of Mental Hygiene
Chapter XIII. Office of Mental Health
Part 600. Crisis Stabilization Centers

NYCRR T. 14, Ch. XIII, Pt. 600, Refs & Annos
Currentness

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

End of Document

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Compilation of Codes, Rules and Regulations of the State of New York
Title 14. Department of Mental Hygiene
Chapter XIII. Office of Mental Health
Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.1

Section 600.1. Background and Intent

Effective: June 13, 2022

Currentness

(a) The purpose of Crisis Stabilization Centers for those individuals with a known or suspected mental health condition and/or substance use disorder is to provide observation, evaluation, care, and treatment in a safe and comfortable environment. Such centers shall be open twenty-four (24) hours per day, seven (7) days per week.

(b) The purpose of this Part is to establish standards for a Crisis Stabilization Center which provides a full range of psychiatric emergency and substance use services within a defined geographic area. Crisis Stabilization Centers will provide an array of services as set forth in this Part and any guidance and standards issued by the Office of Mental Health (OMH) and the Office of Addiction Services and Supports (OASAS).

(c) Crisis Stabilization Centers are hereby developed under the authority of the Office of Mental Health (OMH) and the Office of Addiction Services and Supports (OASAS) and all provisions of the Mental Hygiene Law are accordingly integrated. Existing OMH and OASAS Mental Hygiene Law provisions will be relied upon to support Center implementation and operation as referenced herein, unless otherwise specified.

Credits

Filed June 13, 2022 eff. June 13, 2022 (Register dated June 29, 2022).

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 14, § 600.1, 14 NY ADC 600.1

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Compilation of Codes, Rules and Regulations of the State of New York

Title 14. Department of Mental Hygiene

Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.2

Section 600.2. Legal Base

Effective: June 13, 2022

Currentness

(a) Section 31.36 of the Mental Hygiene Law provides the Commissioner of Mental Health (OMH) with the authority to coordinate with the Office of Addiction Services and Supports (OASAS) to create and operate Crisis Stabilization Centers within New York State and promulgate joint regulations for the operation of such centers.

(b) Section 32.36 of the Mental Hygiene Law provides the Commissioner of OASAS with the authority to coordinate with the OMH to create and operate Crisis Stabilization Centers within New York State and promulgate joint regulations for the operation of such centers.

(c) Section 36.01 of the Mental Hygiene Law grants the Commissioners of OMH and OASAS the authority to jointly license Crisis Stabilization Centers.

(d) Sections 31.05, 31.07, 31.09, 31.13, 31.19 and 31.27 of the Mental Hygiene Law, further authorize the Commissioner of Mental Health or their representative, to examine and inspect such Centers to determine their suitability and proper operation.

(e) Sections 31.16 and 31.17 of the Mental Hygiene Law authorize the Commissioner of Mental Health to suspend, revoke or limit any operating certificate.

(f) Sections 9.41, 9.43, 9.45 and 9.58 of the Mental Hygiene Law provide authority to assess and transport individuals to such Crisis Stabilization Centers.

(g) Section 33.21 of the Mental Hygiene Law authorizes the voluntary treatment of minors.

(h) Section 22.09 of the Mental Hygiene Law authorizes the Commissioner of OASAS to designate appropriate facilities as providers of emergency services for Recipients intoxicated, impaired or incapacitated including the voluntary retention of such Recipient.

(i) Section 32.07 of the Mental Hygiene Law grants the Commissioner of OASAS the authority to regulate the standards of quality and adequacy, physical plant and ongoing compliance for providers of substance use disorder services.

(j) Section 32.09 of the Mental Hygiene Law grants the Commissioner of OASAS the authority to regulate the issuance, temporary approval of and/or revocation of, operating certificates for substance use disorder programs.

(k) Section 22.11 of the Mental Hygiene Law authorizes treatment for minors for substance use disorder without consent from a parent or guardian.

(l) Parts 800-857 of Title 14 of the New York Codes, Rules and Regulations (NYCRR) outline provisions for the operation, administration and responsibilities for substance use disorder treatment programs.

(m) Parts 500-599 of Title 14 of the NYCRR outlining provisions for the operation administration and responsibilities for mental health services.

(n) Section 405.2 of Title 10 of the NYCRR provides additional regulatory requirements for the Governing Body of hospital-based programs.

(o) Sections 424-a and 495 of the Social Services Law relates to the register of category one substantiated cases of abuse and neglect referenced herein for purposes of criminal history reviews.

(p) Parts 160 and 164 of Title 45 of the Code of Federal Rules (CFR) relates to the Health Insurance Portability and Accountability Act (HIPAA) rules regarding confidentiality of health records.

(q) Part 2 of Title 45 of the CFR relates to the confidentiality of substance use treatment records.

Credits

Filed June 13, 2022 eff. June 13, 2022 (Register dated June 29, 2022).

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 14, § 600.2, 14 NY ADC 600.2

Compilation of Codes, Rules and Regulations of the State of New York

Title 14. Department of Mental Hygiene

Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.3

Section 600.3. Applicability

Effective: June 13, 2022

Currentness

(a) This Part applies to any provider of services who operates or proposes to operate a Crisis Stabilization Center for individuals who are experiencing a psychiatric or substance use crisis. The goal is to address and stabilize mental health and substance use needs as early as possible. The availability of Crisis Stabilization Centers provides more resources for law enforcement responding to individuals in emotional distress, the courts, and directors of community services, to allow non-violent individuals to be brought to such certified centers for assessment.

Credits

Filed June 13, 2022 eff. June 13, 2022 (Register dated June 29, 2022).

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 14, § 600.3, 14 NY ADC 600.3

Compilation of Codes, Rules and Regulations of the State of New York
Title 14. Department of Mental Hygiene
Chapter XIII. Office of Mental Health
Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.4

Section 600.4. Definitions

Effective: June 13, 2022

Currentness

(a) For purposes of this Part the following general definitions apply:

(1) *Approved medication* means any medication approved by state or federal authorities for the treatment of medical and psychiatric conditions, including those conditions caused by the use of substances.

(2) *Crisis Stabilization Center* shall mean a center certified pursuant to this Part, that offers voluntary crisis stabilization services to individuals experiencing mental health and substance use symptoms regardless of their ability to pay.

(3) *Supportive Crisis Stabilization Center* means a center that provides support and assistance to individuals with mental health or substance use crisis symptoms and who are experiencing challenges in daily life that create risk for an escalation of behavioral health symptoms that cannot reasonably be managed in the Recipient's home and/or community environment without onsite supports, and do not pose likelihood of serious harm. The center provides voluntary services for those who require support with an emphasis on peer and recovery services. Supportive Crisis Stabilization Centers provide or contract to provide behavioral health observation/stabilization services twenty-four hours per day, seven days per week.

(4) *Intensive Crisis Stabilization Center* means a center that provides urgent treatment to individuals experiencing an acute mental health or substance use crisis. This service provides diversion from higher levels of care by rapid treatment interventions and stabilization of acute symptoms. The center provides voluntary crisis treatment services in a safe and therapeutic

environment with twenty-four hour observation. Intensive Crisis Stabilization Centers shall provide or contract to provide behavioral health stabilization and referral services twenty-four hours per day, seven days per week.

(5) *Catchment area* means the geographic area being served by the Center.

(6) *Commissioners* means the Commissioners of both the Office of Mental Health and the Office of Addiction Services and Supports.

(7) *Collateral* means a person who is a member of the Recipient's family or household, or other individual who interacts with the Recipient and is directly affected by, or has the capability of, affecting their condition and is identified in the treatment plan as having a role in treatment, and/or is necessary for participation in the evaluation and assessment of the Recipient.

(8) *Co-occurring disorder* means the diagnosis of at least one disorder in both of the following areas: substance use disorder (e.g. addiction to alcohol and/or legal or illegal drugs) and mental health disorder (e.g. personality disorder; a mood disorder including but not limited to, depression, or bipolar; a psychotic disorder such as schizophrenia; an anxiety disorder such as panic disorder or post-traumatic stress disorder).

(9) *Family* means those members of the Recipient's natural family, family of choice, or identified caregivers.

(10) *Individual service plan* means a written plan developed by the individual and clinical staff based on screening, assessment(s) and initial services.

(11) *Mental illness* means a health condition involving changes in behavior, emotion, thinking or judgment (or a combination of these) that are associated with distress and/or problems functioning in social, work or family activities.

(12) *Medication for addiction treatment (MAT)* means the treatment of substance use disorder (SUD) and concomitant conditions with medications requiring a prescription or order from

an authorized prescribing professional with counseling and behavioral therapies, as clinically appropriate.

(13) *Medication management and training* means activities which provide information to ensure appropriate management of medication through understanding the role and effects of medication in treatment, identification of side effects of medication and discussion of potential dangers of consuming other substances while on medication. Training in self-medication skills is also an appropriate activity when developmentally and clinically indicated.

(14) *Medication therapy* means the process of determining the medication to be utilized during the course of treatment; reviewing the appropriateness of the Recipient's existing medication regimen through review of the Recipient's medication record and consultation with the Recipient and, as appropriate, their family or guardian; prescribing and/or administering medication; and monitoring the effects and side effects of the medication on the Recipient's mental and physical health.

(15) *Naloxone emergency overdose prevention kit* means a kit as prescribed pursuant to state law and used to reverse an opioid overdose.

(16) *Office* means jointly the Office of Mental Health and the Office of Addiction Services and Supports.

(17) *On-call*, for the purposes of this Part, shall mean the individual is not physically present at the center but can be contacted immediately for clinical consultation as needed and be on-site as necessary

(18) *On duty*, for purposes of this Part, shall include the individual being physically present or on-call and available which includes the ability to come on-site as needed.

(19) *Recipient* means a person who is receiving services at a Crisis Stabilization Center.

(20) *Sponsor* means the provider of service or an entity that substantially controls or has the ability to substantially control the Crisis Stabilization Center. For the purpose of this Part,

factors used to determine whether there is substantial control shall include but not be limited to:

- (i) the right to appoint and remove directors or officers;
- (ii) the right to approve bylaws or articles of incorporation;
- (iii) the right to approve strategic or financial plans for a provider of service; or
- (iv) the right to approve operating or capital budgets for a provider of services.

(21) *Substance use disorder* means a group of cognitive, behavioral, and physiological symptoms indicating that an individual continues using substances despite significant substance-related physical, psychological and social problems as determined through assessment and diagnosis using the most recent version of the Diagnostic and Statistical Manual (DSM), as incorporated by reference in Part 800 of this Title.

(22) *State licensing agency* means jointly the Office of Mental Health and the Office of Addiction Services and Supports.

(b) For purposes of this Part the following staffing definitions apply:

(1) *Clinical staff*, for purposes of this Part, are all staff members who provide services directly to Recipients and include professional staff as defined herein. Students and trainees may qualify if they are participating in a program leading to a degree, credential or certificate appropriate to the goals, objectives and services of the Crisis Stabilization Center, are supervised in accordance with the policies governing the training program and are included in the staffing plan approved by the Office.

(i) Students or trainees may qualify as clinical staff under the following conditions:

(a) the students and trainees are actively participating in a program leading to attainment of a recognized degree or certificate in a field related to mental health

and substance use disorder at an institution chartered or approved by the New York State Education Department. Limited-permit practitioners are considered students or trainees;

(b) the students or trainees are supervised and trained by professional staff meeting the qualifications specified in this section and are appropriately supervised;

(c) the students or trainees use titles that clearly indicate their status; and

(d) written policies and procedures pertaining to the integration of students and trainees within the overall operation of the Crisis Stabilization Center shall receive approval by the Office.

(2) *Professional staff*, for the purpose of this Part, are individuals who are qualified by credentials, training and experience to provide supervision and direct service related to the treatment of a mental health condition and/or substance use disorder in a Crisis Stabilization Center and may include the following:

(i) *Creative arts therapist* is an individual who is currently licensed as a creative arts therapist by the New York State Education Department or possesses a creative arts therapist permit from the New York State Education Department.

(ii) *Credentialed alcoholism and substance use counselor* is an individual who has a current valid credential issued by the OASAS, or a comparable credential, certificate or license from another recognized certifying body as determined by the OASAS.

(iii) *Licensed practical nurse* is an individual who is currently licensed as a licensed practical nurse by the New York State Education Department or possesses a licensed practical nurse permit from the New York State Education Department.

(iv) *Licensed psychoanalyst* is an individual who is currently licensed as a psychoanalyst by the New York State Education Department or possesses a permit from the New York State Education Department.

(v) *Marriage and family therapist* is an individual who is currently licensed as a marriage and family therapist by the New York State Education Department or possesses a permit from the New York State Education Department.

(vi) *Mental health counselor* is an individual who is currently licensed as a mental health counselor by the New York State Education Department or possesses a permit from the New York State Education Department.

(vii) *Nurse practitioner* is an individual who is currently certified as a nurse practitioner by the New York State Education Department or possesses a permit from the New York State Education Department.

(viii) *Nurse practitioner in psychiatry* is an individual who is currently certified as a nurse practitioner with an approved specialty area of psychiatry (NPP) by the New York State Education Department or possesses a permit from the New York State Education Department.

(ix) *Physician* is an individual who is currently licensed as a physician by the New York State Education Department.

(x) *Physician assistant* is an individual who is currently registered as a physician assistant by the New York State Education Department or possesses a permit from the New York State Education Department.

(xi) *Psychiatrist* is an individual who is currently licensed as a physician by the New York State Education Department and who is certified by, or eligible to be certified by, the American Board of Psychiatry and Neurology.

(xii) *Psychologist* is an individual who is currently licensed as a psychologist by the New York State Education Department.

(xiii) *Registered professional nurse* is an individual who is currently licensed as a registered professional nurse by the New York State Education Department.

(xiv) *Rehabilitation counselor* is an individual who has either a master's degree in rehabilitation counseling from a program approved by the New York State Education Department or current certification by the Commission on Rehabilitation Counselor Certification.

(xv) *Social worker* is an individual who is either currently licensed as a licensed master social worker or as a licensed clinical social worker by the New York State Education Department or has a master's degree in social work from a program approved by the New York State Education Department.

(3) *Certified peer specialist* means an individual who is certified as a peer in New York State from a certifying authority recognized by the Commissioner of OMH.

(4) *Certified recovery peer advocate* means an individual who holds a certification issued by an entity approved and recognized by the Commissioner of OASAS.

(5) *Certified or credentialed family peer advocate* means an individual who is credentialed as a peer in New York State from a certifying authority recognized by the Commissioner of OMH or OASAS.

(6) *Certified or credentialed youth peer advocate* means an individual who is credentialed as a peer in New York State from a certifying authority recognized by the Commissioner of OMH or OASAS.

(7) Other professional disciplines may be included as professional staff, provided that the discipline is approved as part of the staffing plan submitted to the Office. The discipline shall be from a field related to the treatment of a mental health condition and/or substance use. For rural areas, individuals who have obtained at least a master's degree in psychology may be considered professional staff for the purposes of calculating professional staff but may not be assigned supervisory responsibility.

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Title 14. Department of Mental Hygiene

Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.5

Section 600.5. Certification

Effective: June 13, 2022

Currentness

(a) Application and Approval Process.

(1) Applicants must show relevant mental health and/or addictions experience and be licensed, certified or otherwise authorized by OMH, OASAS or the NYS Department of Health (DOH).

(2) Applications shall be submitted in a format prescribed for all applicants and reviewed by the Office.

(3) Applications shall include information needed to demonstrate that the provider is:

(i) licensed, certified or otherwise authorized by OMH, OASAS or the NYS Department of Health (DOH).

(ii) in compliance with all applicable requirements of the Office;

(iii) in good standing at the time of application approval; and

(iv) in compliance with the physical plant requirements set forth in guidance issued by the Office.

(4) Applications may include, but not be limited to, requests for information regarding services to be added and the plan for implementation, staffing, environment, operating expenses and revenues, and utilization of services as they relate to Crisis Stabilization Center services as described in this Part.

(5) The applicant shall supply any additional documentation or information requested by the Office, within a stated timeframe of such request, unless an extension is obtained. The granting of a request for an extension shall be at the discretion of the Office. Failure to provide the additional documentation or information within the time prescribed shall constitute an abandonment or withdrawal of the application without any further action from the Office.

(6) The Office shall approve or disapprove an application in writing.

(7) Applicants may appeal the denial of an application with the Office.

(b) Each Crisis Stabilization Center shall be issued an operating certificate that specifies the type of Crisis Stabilization Center the provider of services is authorized to operate:

(1) Intensive Crisis Stabilization

(i) The purpose of an Intensive Crisis Stabilization Center is to provide urgent treatment to individuals experiencing an acute mental health or substance use crisis. This service provides diversion from higher levels of care by rapid treatment interventions and stabilization of acute symptoms.

(ii) Screening and assessment is performed by the Crisis Stabilization Center to determine the services and referrals needed by the Recipient.

(iii) Intensive Crisis Stabilization Centers must provide all services, as described in Part 600.9.

(2) Supportive Crisis Stabilization

(i) The purpose of a Supportive Crisis Stabilization Center is to provide support and assistance to individuals with mental health or substance use crisis symptoms or who are experiencing challenges in daily life that places them at risk for an escalation of behavioral health symptoms that cannot reasonably be managed in the Recipient's home and/or community environment without onsite supports, and do not pose likelihood of immediate harm to self or others. Supportive Crisis Stabilization Centers provide assistance for individuals who demonstrate mental health and substance use symptoms that can be stabilized through supportive interventions.

(ii) Screening and assessment is performed by the Crisis Stabilization Center to determine the services and referrals needed by the Recipient.

(iii) Supportive Crisis Stabilization Centers must have agreements and/or demonstrate linkages to services described in Part 600.9(c) that are not provided by the Crisis Stabilization Center.

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Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.6

Section 600.6. Inspection

Effective: June 13, 2022

Currentness

(a) The Office shall have initial and ongoing inspection responsibility for all Crisis Stabilization Centers established pursuant to this Part. The purpose of the inspection is to ensure compliance with all applicable laws, rules, regulations, and guidance as well as to determine the renewal term of the operating certificate.

(b) The Office review shall be performed by staff with expertise as necessary to ensure Recipient health and safety. Any significant deficiencies will immediately be referred for enforcement. If at any point during the inspection, findings are identified that suggest imminent risk of serious harm or injury to Recipients, the inspector(s) will immediately contact their supervisor.

(c) Inspections shall be conducted utilizing a single oversight instrument. All deficiencies and/or corrective action will be overseen by the Office. Each Crisis Stabilization Center shall undergo an unannounced inspection which will occur prior to renewal of the Operating Certificate.

(d) At the start of the inspection, the inspector(s) will meet with the Crisis Stabilization Center administrative staff to explain the purpose and scope of the inspection and request any documentation (e.g., policies; staffing information; etc.) that may be needed to facilitate the review.

(e) The inspection will include, but not be limited to, the following areas of review:

(1) on-site inspection of service appearance, conditions and general safety;

- (2) evaluation of the sponsor, its management systems, and procedures;
- (3) Recipient case record review;
- (4) interviews of staff and Recipients;
- (5) examination of staffing patterns and staff qualifications;
- (6) analysis of statistical information contained in reports required to be submitted by the service;
- (7) compliance with the reporting requirements;
- (8) verification of staff credentials, and staff training, as applicable;
- (9) incident reporting requirements; and
- (10) such other operating areas of activities as may be necessary or appropriate to determine compliance with applicable laws and regulations.

(f) At the conclusion of the inspection, the inspector(s) will meet with the Crisis Stabilization Center's administrative staff to discuss all deficiencies identified during the inspection.

(g) Upon completion of the inspection, a written report will be provided to the Crisis Stabilization Center which describes the results of the inspection, including each regulatory deficiency identified, if any. The Crisis Stabilization Center shall take all actions necessary to correct all deficiencies reported. The Crisis Stabilization Center shall submit a plan of correction to the Office within 30 days, which shall state the specific actions taken or planned actions to achieve compliance with identified requirements. Any planned actions described in the plan of correction must be accompanied with a timetable for their implementation.

(h) If the Crisis Stabilization Center fails, within the specified or an otherwise reasonable time, to correct any reported deficiencies, or fails to maintain satisfactory compliance with applicable laws, rules and regulations, the Office may revoke, suspend or limit the operating certificate or license or levy a civil fine for such failures, in accordance with applicable regulations.

(i) Concurrently, each Crisis Stabilization Center shall undergo a fiscal viability review which will include an assessment of the financial information of the Crisis Stabilization Center. Such information shall be submitted in intervals and in a form prescribed by the Office, for compliance with minimum standards established by the Office, in order to determine the Crisis Stabilization Center's fiscal capability to effectively support the authorized services.

(j) Crisis Stabilization Centers that fail to meet the minimum standards of the Office shall be required to submit a corrective action plan setting forth the specific actions to be taken to meet the minimum standards within a reasonable time frame.

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Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.7

Section 600.7. Organization and administration

Effective: June 13, 2022

Currentness

(a) Governing Body or Sponsor: The Crisis Stabilization Center shall identify a Governing Body or Sponsor (Governing Body) which shall have overall responsibility for the operation of the Center. The Governing Body may delegate responsibility for the day-to-day management of the Center to appropriate staff in accordance with the organizational plan approved by the Office. No individual shall serve as both a member of the Governing Body and as paid staff of the Crisis Stabilization Center without prior approval of the Office.

(b) For hospital-based Crisis Stabilization Centers, the Governing Body of the hospital shall be responsible for the overall operation and management of the Crisis Stabilization Center. The Governing Body may delegate responsibility for the day-to-day management of the Center to appropriate staff pursuant to an organizational plan approved by the Office. No individual shall serve as both member of the Governing Body and of the paid staff of the Crisis Stabilization Center without prior approval of the Office.

(c) For Crisis Stabilization Centers, the Governing Body shall delegate responsibility for the day-to-day management of the Crisis Stabilization Center in accordance with the written plan of organization provided for in paragraph (e)(2) of this section.

(1) Onsite direction shall be delegated to an individual who shall be known as the Program Director and who shall meet the qualifications specified in section 600.11(f) of this Part.

(2) The Program Director shall be employed by the Crisis Stabilization Center as a full-time employee.

(3) Overall administrative direction may be the responsibility of the Program Director or may be delegated by the Governing Body to an individual who shall meet qualifications that are acceptable to the Office.

(d) The Governing Body shall comply with all requirements set forth in 10 NYCRR Part 405.2 as well as requirements established by appropriate local, State and Federal standard-setting bodies.

(e) The Governing Body shall be responsible for the following duties:

(1) to develop an organizational plan which indicates lines of accountability and the qualifications required for staff positions. Such plan may include the delegation of the responsibility for the day- to-day management of the program to a Program Director who shall be a member of the professional staff employed by the Crisis Stabilization Center. Where such Crisis Stabilization Center is hospital-based, the Program Director shall report to the Director of Psychiatry or Medical Director of the host hospital.

(2) to develop written personnel policies which shall prohibit discrimination on the basis of race or ethnicity, religion, disability, gender identity or sexual orientation, marital status, age, documentation status, or national origin, as well as, written policies on affirmative action which are consistent with the affirmative action and equal employment opportunity obligations imposed by title VII of the Civil Rights Act, Federal Executive Order 11246, the Rehabilitation Act of 1973, section 504, as amended, and the Vietnam Era Veteran's Readjustment Act;

(f) The Governing Body shall develop, approve, periodically review and revise as appropriate all programmatic and administrative policies and procedures. Such policies and procedures shall include, but are not limited to the following:

(1) policies that guide efforts to reduce disparities in access, quality of care and treatment outcomes for underserved/unserved and/or marginalized populations, including but not limited to: people of color, members of the LBGTQ+ community, older adults, pregnant persons, Veterans, individuals who are hearing impaired, individuals with limited English proficiency, immigrants, individuals with intellectual/developmental disabilities and all justice system-involved populations;

(2) policies that ensure that efforts are made to employ staff that are proficient in the most prevalent languages spoken by service Recipient;

(3) policies and procedures governing Recipient records which ensure confidentiality consistent with the Mental Hygiene Law, sections 33.13, 33.14 and 33.16, 45 C.F.R. parts 160 and 164 and which provide for appropriate retention of such records pursuant to section 590.12 of this Title;

(4) policies regarding the confidentiality of substance use disorder treatment records in accordance with state and federal law including 42 CFR Part 2 and HIPAA;

(5) policies that ensure the protection of Recipients' rights;

(i) At a minimum these policies shall establish and describe a Recipient's grievance procedure.

(ii) The Crisis Stabilization Center shall post a statement of Recipients' rights in a conspicuous location easily accessible to the public and provide a copy to service Recipients.

(6) policies for training staff to recognize the signs and symptoms of severe reactions to or overdose on substances including but not limited to alcohol, sedative-hypnotics, opioids, stimulants, cannabis and synthetic cannabinoids, and the appropriate interventions when overdose occurs in accordance with guidance from the Office

(i) Training on these interventions shall include but not be limited to education about the use of naloxone overdose prevention kits.

(ii) Centers must develop and implement a plan to have staff trained in the use of a naloxone overdose prevention kit and must ensure that such kit and appropriately trained staff are available during all program hours of operation.

(iii) Staff should be trained that overdose risk can exist with any illicit substance use, not limited to known opioid use or intended substance of choice.

(7) policies for the provision of overdose prevention education and training and availability of overdose prevention kits or prescriptions for service Recipients and their collaterals.

(g) Cultural and linguistic competency.

(1) Crisis Stabilization Centers shall review demographic data for the Crisis Stabilization Center's Catchment Area to determine the cultural and linguistic needs of the population as well as disparities in access to treatment. Staff shall be trained to be aware and respond appropriately to the cultural and linguistic needs of the Catchment Area and develop a plan to address disparities in treatment access.

(2) Crisis Stabilization Centers shall ensure provision of language assistance services at no cost to the Recipient and/or their family/collaterals and shall make all necessary documents available in the Recipient's preferred language. Language access services will be made available in such a way that assessment or treatment activities will not be delayed. Crisis Stabilization Centers are responsible for ensuring the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

(3) Crisis Stabilization Centers shall provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area, with a focus on the varied literacy levels among the service user population.

(h) County planning.

(1) Crisis Stabilization Centers shall participate in county and community planning activities annually, and as additionally needed, to ensure, maintain, improve or develop community services that demonstrate recovery outcomes. These outcomes include, but are not limited to, quality of life, socio-economic status, entitlement status, social networking, coping skills and reduction in use of crisis services.

(i) Incidents.

(1) The Crisis Stabilization Center shall ensure the timely reporting, investigation, review, monitoring and documentation of incidents pursuant to the Mental Hygiene Law and 14 NYCRR Part 524.

(i) The Crisis Stabilization Center shall utilize New York Incident Management Reporting System reports or other available incident/data analysis reports to assist in risk management activities and compile and analyze incident data for the purpose of identifying and addressing possible patterns and trends to improve service delivery.

(2) Incident Training.

(i) All new staff shall receive training which must include at a minimum, the definition of incidents, reporting procedures, an overview of the review process, and the role of risk management.

(ii) Refresher incident reporting training shall be conducted at least annually for all staff and evidence of such training must be recorded in the staff personnel file.

(3) For hospital-based Centers, the hospital's incident review committee shall review incidents, make recommendations and ensure implementation of action plans with the Crisis Stabilization Center's Program Director.

(j) Non-discrimination. No Recipient that meets the criteria for treatment may be denied a based solely on the Recipient's:

(1) prior treatment history;

(2) referral source;

(3) pregnancy;

- (4) history of contact with the criminal justice system;
- (5) HIV and AIDS status;
- (6) physical or mental disability;
- (7) lack of cooperation by collaterals in the treatment process;
- (8) toxicology test results;
- (9) use of any illicit or prescribed substances, including but not limited to, benzodiazepines;
- (10) use of medications for substance use disorder prescribed and monitored by a physician, physician's assistant or nurse practitioner;
- (11) age;
- (12) actual or perceived gender;
- (13) national origin;
- (14) race/color;
- (15) actual or perceived sexual orientation;
- (16) marital status;
- (17) military status;

(18) familial status; or

(19) religion.

(k) Posting notices. The Crisis Stabilization Center shall ensure the posting of notices displaying the availability of on-site peer counseling/mutual-aid services and the address and telephone number of local off-site peer counseling/mutual aid services.

(l) The Crisis Stabilization Center will have memorandums of understanding (MOUs) with any available crisis residential services or comparable services for Recipients determined to need crisis stabilization beyond 23 hours and 59 minutes.

(m) Crisis Stabilization Centers shall develop policies and procedures describing Recipient drop off from law enforcement, emergency medical services, mobile crisis and other outreach and treatment teams.

(n) Supportive Crisis Stabilization Centers shall develop policies and procedures describing how Recipients will access services identified in screening and assessment that are not provided by the Crisis Stabilization Center and follow-up to ensure such services are accessed.

(o) The Commissioners or their designee may prevent new presentations to the Crisis Stabilization Center emanating from emergency medical services, ambulance services and law enforcement if a conclusion is reached that the ability of the Crisis Stabilization Center to deliver quality service would be jeopardized.

(1) The Commissioners or their designee shall review the continued necessity for such prevention at least once every twenty-four hours according to a mutually developed plan.

(2) The Crisis Stabilization Center shall develop a contingency plan with other local affiliated hospitals, emergency medical services and law enforcement for the prevention of new presentations during periods of high demand and overcrowding.

(3) Where a Crisis Stabilization Center prevents new presentations pursuant to this paragraph, the Crisis Stabilization Center must notify the appropriate OMH Field Office and OASAS Regional Office according to a mutually developed plan.

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Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.8

Section 600.8. Screening and Assessment

Effective: June 13, 2022

Currentness

(a) Each Crisis Stabilization Center shall maintain service criteria which are consistent with its goals and objectives, and which are subject to the approval of the Office. Screening, assessment and services shall be in accordance with the provisions of this Part and on the forms prescribed therefore.

(b) Information gathering.

(1) The Crisis Stabilization Center shall access the Psychiatric Services and Clinical Knowledge Enhancement System (PSYCKES) or other available electronic health records or database(s) with the Recipient's consent, to identify the Recipient's treatment providers and prior medication use and/or treatment engagement history.

(2) The Crisis Stabilization Center shall document demonstrated efforts to identify and contact with the Recipient's consent, the Recipient's treatment team and other relevant providers (e.g., housing providers, care coordination, managed care organizations), and collaterals.

(c) Screening and assessment.

(1) Screening:

(i) all presenting individuals shall be screened for risk of harm to self and others;

- (ii) staff shall collaborate with collaterals as appropriate and available;
- (iii) for individuals determined to be of moderate risk of harm to self or others, efforts shall be documented which demonstrate the Crisis Stabilization Center's steps made to obtain or develop a safety plan with the presenting individuals;
- (iv) all presenting individuals shall be screened for substance use, substance use disorders, and the risk of substance withdrawal; and
- (v) screening tools should be evidence based and validated where possible.

(2) Assessment:

- (i) Any individual requesting an assessment at the Crisis Stabilization Center must be evaluated by professional staff upon presentation; and
- (ii) assessments shall be strength-based and person-centered.

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Compilation of Codes, Rules and Regulations of the State of New York
Title 14. Department of Mental Hygiene
Chapter XIII. Office of Mental Health
Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.9

Section 600.9. Services

Effective: June 13, 2022

Currentness

(a) Receiving services at a Crisis Stabilization Center is determined through screening and assessment by professional staff. Stabilization services are identified in an individual service plan.

(b) Crisis Stabilization Centers shall operate, or develop a MOU with, the following program types in order to facilitate rapid access and documented linkages to follow-up services:

- (1) OASAS inpatient withdrawal and stabilization certified pursuant to Part 816 of this Title;
- (2) OASAS residential treatment consisting of at minimum stabilization services, certified pursuant to Part 820 of this Title;
- (3) Emergency Department and/or Comprehensive Psychiatric Emergency Services;
- (4) OMH Licensed Crisis Residential Services;
- (5) OASAS and OMH certified and licensed outpatient programs;
- (6) Other behavioral health crisis or emergency services;
- (7) Agencies delivering harm reduction services; and

(8) Other supportive services as appropriate.

(c) All Crisis Stabilization Centers must provide the following:

(1) Triage, Screening and Assessment of all presenting individuals which includes screening for risk of harm to self and/or others, risk of substance use/withdrawal and any immediate physical health needs;

(2) Therapeutic interventions that may include crisis counseling, psychoeducation, crisis de-escalation/intervention services;

(3) Peer Support Services;

(4) Ongoing observation;

(5) Care collaboration with a Recipient's friends, family and/or care providers (with consent);
and

(6) Discharge and After Care Planning

(d) In addition to the above-mentioned services, Intensive Crisis Stabilization Centers must also provide, where appropriate:

(1) Psychiatric Diagnostic Evaluation and Plan;

(2) Psychosocial Assessment;

(3) Medication Management and Training;

(4) Medication for Addiction Treatment (MAT);

(5) Medication Therapy; and

(6) Mild to Moderate Detoxification Services.

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Compilation of Codes, Rules and Regulations of the State of New York
Title 14. Department of Mental Hygiene
Chapter XIII. Office of Mental Health
Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.10

Section 600.10. Discharge Planning and Referral

Effective: June 13, 2022

Currentness

(a) Discharge criteria.

(1) The provisions of section 29.15 of the Mental Hygiene Law shall not apply to the discharge of a Recipient from a Crisis Stabilization Center.

(2) Discharge planning shall be conducted for all Recipients at a Crisis Stabilization Center who have been determined to require additional mental health and/or substance use services.

(3) Discharge planning criteria shall include at least the following activities prior to a Recipient leaving the Crisis Stabilization Center:

(i) a review of the Recipient's psychiatric, substance use and physical health needs;

(ii) completion of referrals which include documented linkages to appropriate community services providers, in collaboration with the Recipient and Center staff, to address the Recipient's identified needs;

(iii) in collaboration with the Recipient receiving services, the Center shall arrange for appointments with community providers which shall be made as soon as possible after leaving the Center;

(iv) each Recipient shall be given the opportunity to participate in the development of their person-centered discharge plan. Absent the objection of the Recipient and when clinically appropriate, reasonable attempts shall be made to contact collaterals for their participation in the transition planning program. However, no person or collaterals shall be required to agree to the Recipient's discharge. A notation shall be made in the Recipient's record if such Recipient objects to the discharge plan or any part thereof; and

(v) contact information for local and national mental health and substance use disorder crisis services.

(4) The discharge plan, or at a minimum that portion of the Plan which includes referral information, must be given to the Recipient, and any collateral with Recipient consent, prior to the Recipient leaving the program.

(5) The Crisis Stabilization Center shall document linkages to after-care appointment(s) and verify those appointments occurred and follow up with Recipients to ensure satisfactory linkage to care.

(6) Where there is the risk of opioid related overdose, the Recipient, and their family/collateral(s), shall be offered overdose prevention education and training, and a naloxone kit or prescription.

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Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.11

Section 600.11. Staffing

Effective: June 13, 2022

Currentness

- (a) Crisis Stabilization Centers shall continuously employ an adequate number of staff and an appropriate staff composition to carry out their goals and objectives as well as to ensure the continuous provision of sufficient ongoing and emergency supervision. Each Crisis Stabilization Center shall submit a staffing plan which includes the qualifications and duties of each staff position by title. The staffing plan and its rationale shall be subject to approval by the Office. The Office must be notified of and approve significant changes from the approved staffing plan.
- (b) This staffing plan shall be based on the population to be served and the services to be provided.
- (c) All clinical staff must have at least a high-school diploma or its equivalent.
- (d) Supervisory staff: Crisis Stabilization Centers shall have a continuous provision of sufficient ongoing and emergency supervision.
- (e) Intensive Crisis Stabilization Centers shall be overseen by a Medical Director who is a physician licensed and currently registered as such as by the New York State Education Department and shall have at least one year of education, training, and/or experience in mental health or substance use disorder services.
- (f) Intensive Crisis Stabilization Centers shall have prescribing professionals on duty or on call at all times who can prescribe approved medications, including buprenorphine, consistent with state and federal rules.

(g) Program Director. Crisis Stabilization Centers shall have a Program Director pursuant to this Part for administrative oversight and quality assurance. Program director is a professional staff or certified or credentialed peer with at least two years of full-time clinical work experience in the mental health or substance use disorder treatment field and at least one year of which included supervisory responsibilities.

(h) All staff shall have qualifications appropriate to assigned responsibilities as set forth in the staffing plan and shall practice within the scope of their professional discipline and/or assigned responsibility. All staff shall submit documentation of their training and experience. Such documentation shall be verified and retained on file by the agency.

(i) The staffing plan shall include those clinical and professional staff as defined in this Part in sufficient type, schedules and numbers to meet projected volume and Recipient need.

(j) Criminal history information reviews required pursuant to Sections 19.20, 19.20a and 31.35 of the Mental Hygiene Law, Sections 424-a and 495 of the Social Services Law, and 14 NYCRR 550 and 805, shall be conducted in accordance with such laws and regulations and any guidance issued by the Offices. All prospective employees, contractors and volunteers of Crisis Stabilization Centers licensed pursuant to article 36 of the Mental Hygiene Law who have the potential for, or may be permitted, regular and substantial unsupervised or unrestricted contact with Recipients shall submit to a criminal history information review. All staff with the potential for regular and substantial contact with Recipients in performance of their duties shall submit to clearance by the New York Statewide Central Register of Child Abuse and Maltreatment. Staff who have not been screened by the New York Statewide Central Register of Child Abuse and Maltreatment shall not perform duties requiring contact with Recipients unless there is another staff member present.

(k) Multi-disciplinary team: A Crisis Stabilization Center as approved pursuant to this Part, shall be staffed with a multidisciplinary team capable of meeting the needs of presenting individuals which shall include, but not be limited to:

(1) Registered Nurse, who is onsite twenty-four hours a day, seven days a week, to ensure adequate screening, assessment and care for all Recipients.

(2) A psychiatrist or psychiatric nurse practitioner;

(3) A credentialed alcoholism and substance abuse counselor, and

(4) A certified peer specialist, as defined in this Part.

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N.Y. Comp. Codes R. & Regs. tit. 14, § 600.11, 14 NY ADC 600.11

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Compilation of Codes, Rules and Regulations of the State of New York

Title 14. Department of Mental Hygiene

Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.12

Section 600.12. Case record

Effective: June 13, 2022

Currentness

(a) There shall be a complete legible case record maintained for each Recipient at a Crisis Stabilization Center.

(b) The case record shall be available to all clinical staff of the Crisis Stabilization Center who are participating in the treatment of the Recipient consistent with 45 C.F.R. Parts 160 and 164 and 42 CFR Part 2.

(c) All Recipients from the Crisis Stabilization Center must have a case record which, at a minimum, includes a presentation note which indicates:

(1) a brief description of the presenting problem, critical needs and overall conditions;

(2) a brief description of the care and treatment required to address the Recipient's needs safely and effectively during the initial period after screening and assessment; and

(3) a brief description of the Crisis Stabilization Center's attempts to contact collaterals.

(d) Case records for Recipients shall include:

(1) Recipient identifying information and available substance use, psychiatric, medical and relevant social history, including the Recipient's residential situation and the details of the

circumstances leading to the Recipient's presentation at the Center, and the name of the person or persons who have referred or brought the Recipient to the Center, if any. In the case of Recipients brought to the Center by law enforcement, the officer(s) should be interviewed and identified in the case record;

(2) diagnosis if applicable;

(3) assessment of the Recipient's treatment needs based upon substance use, psychiatric, physical, social and functional evaluations;

(4) individual service plan;

(5) reports of all substance use-related, mental and physical diagnostic exams, assessments, tests, and consultations;

(6) progress notes which relate to goals and objectives of treatment and document services provided.

(7) notes which relate to special circumstances and clinically relevant incidents;

(8) dated and signed orders for all medications;

(9) discharge plan, including demonstrated linkages to referrals to other programs and services;

(10) consents as appropriate pursuant to this Part; and

(11) documentation of attempts to contact Collaterals.

Credits

Filed June 13, 2022 eff. June 13, 2022 (Register dated June 29, 2022).

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 14, § 600.12, 14 NY ADC 600.12

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Compilation of Codes, Rules and Regulations of the State of New York

Title 14. Department of Mental Hygiene

Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.13

Section 600.13. Premises

Effective: June 13, 2022

Currentness

(a) A Crisis Stabilization Center shall maintain premises that are adequate and appropriate for the safe and effective operation of a Crisis Stabilization Center in accordance with the following:

- (1) the Center shall be maintained in a good state of repair and sanitation;
- (2) the Center's space shall be both adequate and appropriate for the comfort and convenience of those waiting for and receiving services;
- (3) the Center's space shall be constructed using trauma informed principles;
- (4) the Center shall have sufficient, appropriate and comfortable furnishings maintained in good condition and appropriate equipment and material for the population served;
- (5) the Center's space shall be sufficient to provide safety, and to allow for a reasonable degree of privacy consistent with the effective delivery of services;
- (6) the Center's space shall include examination rooms;
- (7) the Center's space shall be both adequate and appropriate for the maintenance of privacy for interviews between staff members and Recipients served;

(8) the premises shall be reasonably maintained to ensure access to services by all Recipients;

(9) the Center shall provide and ensure accessibility for persons with disabilities to program and bathroom facilities, including showers;

(10) the Center shall provide appropriate access to telephone, internet, and food for all Recipients;

(11) the Center shall ensure access to laundry facilities;

(12) the Center shall provide for controlled access to and maintenance of medications and supplies in accordance with all applicable Federal and State laws and regulations;

(13) the Center shall provide for controlled access to and maintenance of records;

(14) the Center shall provide sufficient separation and supervision of various treatment populations, including adults and children, to ensure the safety of the population receiving crisis stabilization services;

(15) the Center shall provide a separate entrance and triage area for law enforcement drop-offs; and

(16) where minors under the age of 18 are receiving services in the Center, they shall not be commingled with adults in areas of the space where the adults are receiving services, nor shall they receive services in groups which include adults.

(i) In extraordinary circumstances, such commingling may be permitted upon written approval of the office, on a situational and time-limited basis.

(b) Observation chairs shall be located in the Crisis Stabilization Center as approved by a plan submitted to the Office.

(c) Crisis Stabilization Centers shall ensure life safety on the premises by possession of a certificate of occupancy in accordance with the Building Code of New York State and the Property Maintenance Code of New York State (19 NYCRR Chapter XXXIII, Subchapter A, Parts 1221 and 1226) or comparable local codes.

(d) Facilities shall comply with all local zoning and building laws, regulations and ordinances.

(e) Heating, lighting and ventilation shall be adequate for the comfort and well-being of the Recipients and the employees.

(f) Copies of all local inspection reports, and other relevant inspection reports, shall be maintained and available upon request.

Credits

Filed June 13, 2022 eff. June 13, 2022 (Register dated June 29, 2022).

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 14, § 600.13, 14 NY ADC 600.13

Compilation of Codes, Rules and Regulations of the State of New York

Title 14. Department of Mental Hygiene

Chapter XIII. Office of Mental Health

Part 600. Crisis Stabilization Centers (Refs & Annos)

14 NYCRR 600.14

Section 600.14. Statistical records and reports

Effective: June 13, 2022

Currentness

(a) Statistical information shall be prepared and maintained as may be necessary for the effective operation of the Crisis Stabilization Center including but not limited to quality measures and monitoring of outcomes and as may be required by the Office.

(b) Statistical information shall be reported to the Office in a manner and within time limits specified by the Office.

(c) Statistical reporting shall be the responsibility of an individual whose name and title shall be made known to the Office.

Credits

Filed June 13, 2022 eff. June 13, 2022 (Register dated June 29, 2022).

Current with amendments included in the New York State Register, Volume XLVIII, Issue 20, dated May 20, 2026. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 14, § 600.14, 14 NY ADC 600.14

Exhibit 23

**FOR
LEASE**

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

CLASS A MEDICAL OFFICE SPACE



SPACE AVAILABLE RANGING FROM 1,000 SF TO 205,000 SF

Conveniently located immediately off Route 7 in Latham
Within minutes of Exit 6 off I-87 and Albany International Airport
Less than 15 minutes of all area hospitals
Surrounded by hotels, restaurants, banks, and retail
Over 40,000 vehicles drive by every day
On-site café serving breakfast, lunch, and gourmet coffee
1,800 on-site parking spaces (6.95 / 1,000 SF)
Proactive and professional property management
Will subdivide and build to suit

FOR MORE
INFORMATION
PLEASE
CONTACT

RUDY R. LYNCH, CCIM
NYS Licensed Associate Real Estate Broker
POL 87(2)(a) - mobile
POL 87(2)(a) - 2

KYLE BRADLEY, CPA
NYS Licensed Real Estate Salesperson
POL 87(2)(a) - mobile
POL 87(2)(a) - 2

AVAILABLE FOR LEASE
INQUIRE FOR PRICING

Building owned and managed by
HEALTHCARE REALTY



Adding Value Through Professional Real Estate Services

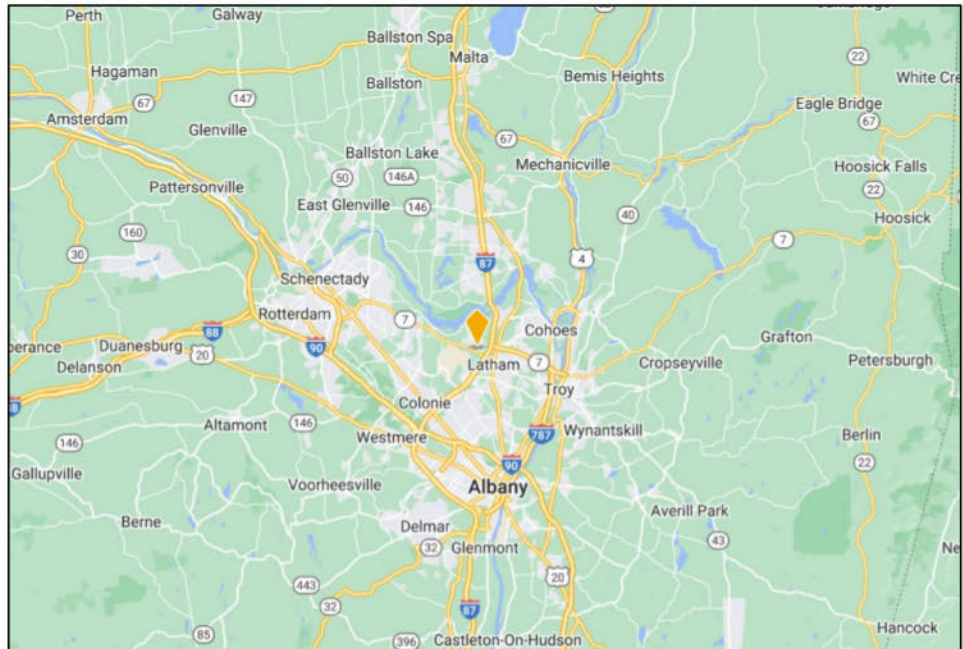
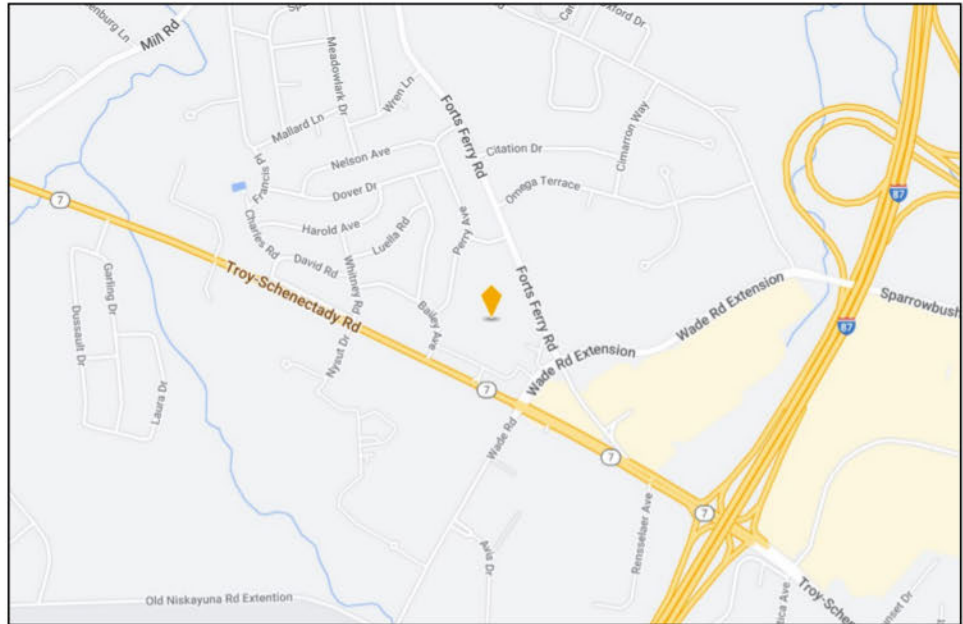
the information herein has not been verified, and is provided without warranty unless otherwise guaranteed in writing.
readers are advised to investigate and verify same prior to entering into a transaction.

**FOR
LEASE**

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

LOCATION



FOR MORE
INFORMATION
PLEASE
CONTACT

RUDY R. LYNCH, CCIM

NYS Licensed Associate Real Estate Broker

POL 87(2)(a) - mobile

POL 87(2)(a) - 2

KYLE BRADLEY, CPA

NYS Licensed Real Estate Salesperson

POL 87(2)(a) - mobile

POL 87(2)(a) - 2

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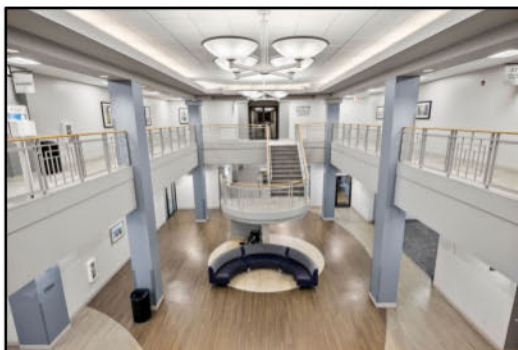
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readers are advised to investigate and verify same prior to entering into a transaction.

**FOR
LEASE**

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

PHOTOS



FOR MORE
INFORMATION
PLEASE
CONTACT

RUDY R. LYNCH, CCIM
NYS Licensed Associate Real Estate Broker
POL 87(2)(a) - mobile
POL 87(2)(a) - 2

KYLE BRADLEY, CPA
NYS Licensed Real Estate Salesperson
POL 87(2)(a) - mobile
POL 87(2)(a) - 2

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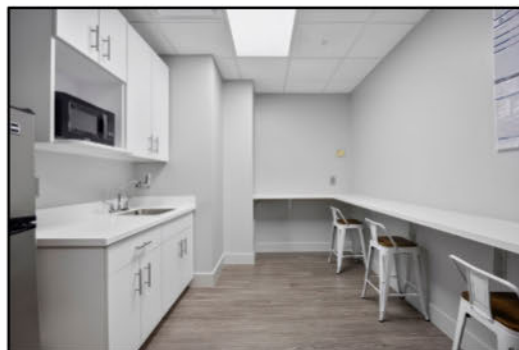
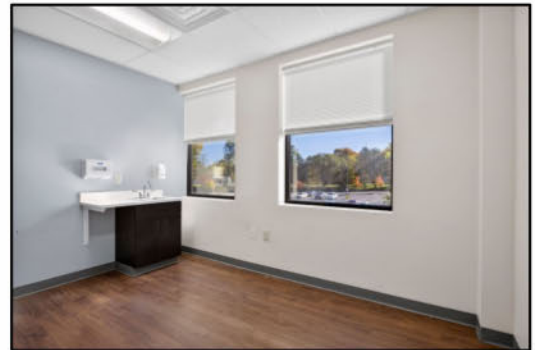
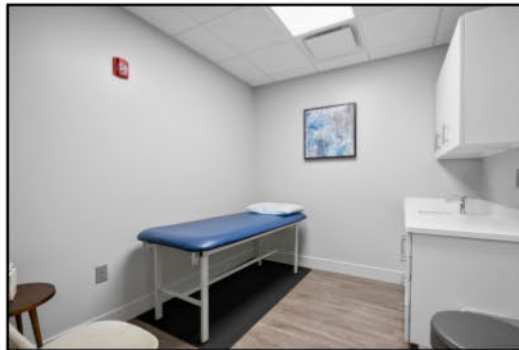
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**FOR
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CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

PHOTOS



FOR MORE
INFORMATION
PLEASE
CONTACT

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CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

PHOTOS



FOR MORE
INFORMATION
PLEASE
CONTACT

RUDY R. LYNCH, CCIM

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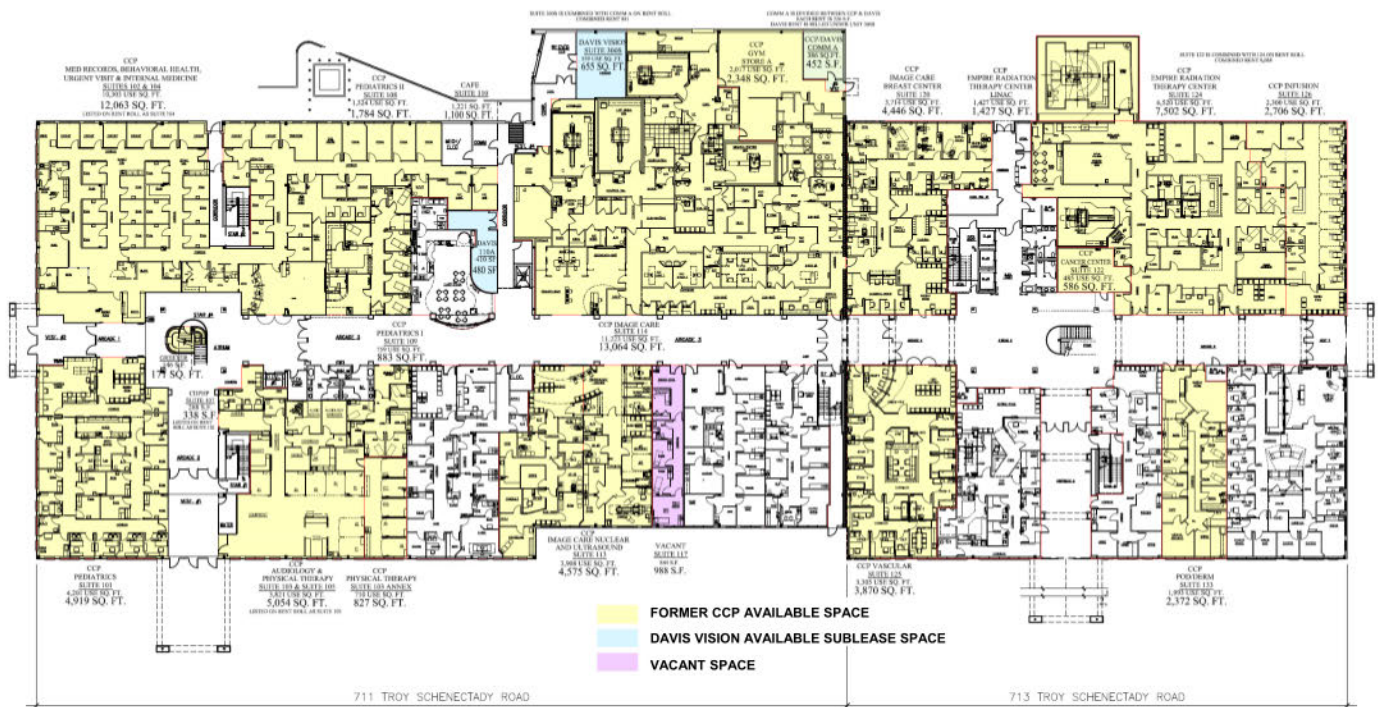
FOR LEASE

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

SPACE
AVAILABILITY

FIRST FLOOR



FOR MORE
INFORMATION
PLEASE
CONTACT

RUDY R. LYNCH, CCIM
NYS Licensed Associate Real Estate Broker
POL 87(2)(a) - mobile
POL 87(2)(a) - 2

KYLE BRADLEY, CPA
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POL 87(2)(a) - 2

Building owned and managed by
HEALTHCARE REALTY



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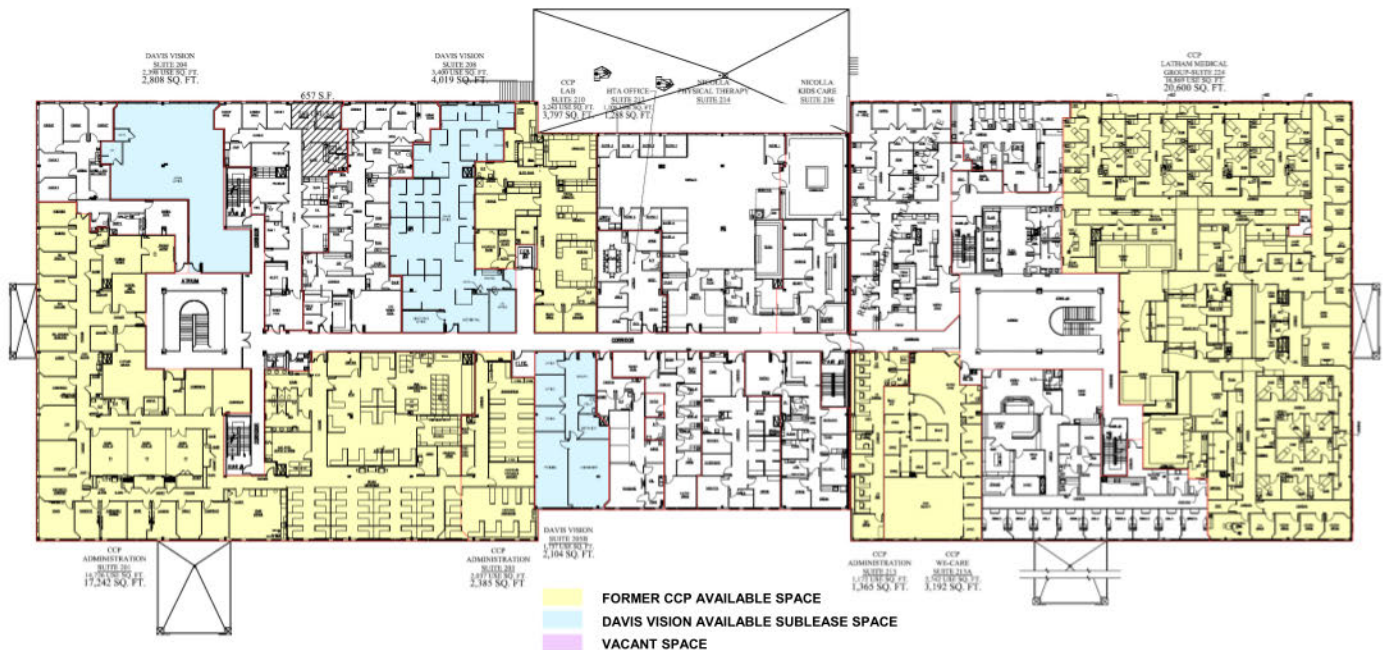
**FOR
LEASE**

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

SPACE
AVAILABILITY

SECOND FLOOR



FOR MORE
INFORMATION
PLEASE
CONTACT

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NYS Licensed Associate Real Estate Broker
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KYLE BRADLEY, CPA
NYS Licensed Real Estate Salesperson
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POL 87(2)(a) - 2

Building owned and managed by
HEALTHCARE REALTY



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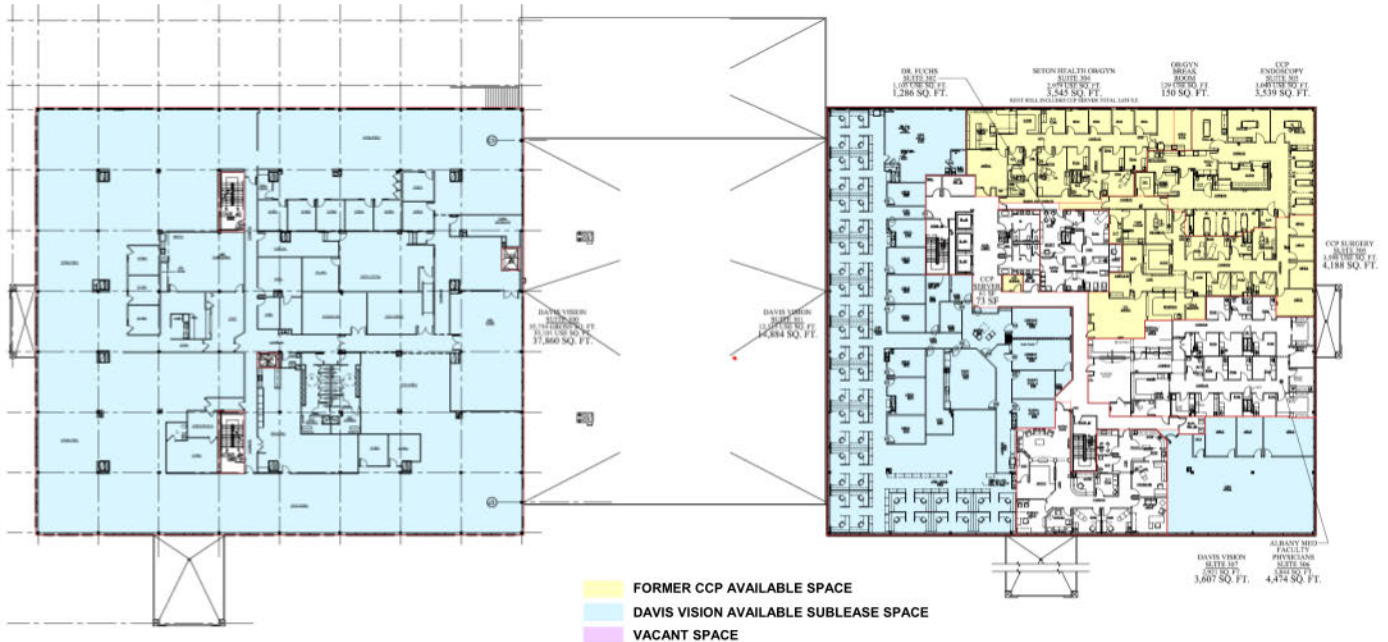
**FOR
LEASE**

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

SPACE
AVAILABILITY

THIRD FLOOR



FOR MORE
INFORMATION
PLEASE
CONTACT

RUDY R. LYNCH, CCIM

NYS Licensed Associate Real Estate Broker

POL 87(2)(a) - mobile

POL 87(2)(a) - 2

KYLE BRADLEY, CPA

NYS Licensed Real Estate Salesperson

POL 87(2)(a) - mobile

POL 87(2)(a) - 2

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**FOR
LEASE**

CAPITAL REGION HEALTH PARK

711-713 TROY SCHENECTADY RD
LATHAM, NY 12210

DEMOGRAPHICS

Population

	2 mile	5 mile	10 mile
2010 Population	14,834	130,221	501,778
2023 Population	15,359	136,634	519,127

Households

	2 mile	5 mile	10 mile
2010 Households	5,991	54,912	207,869
2023 Households	6,223	57,932	215,546

Income

	2 mile	5 mile	10 mile
Avg Household Income	\$107,394	\$93,745	\$90,818
Median Household Income	\$91,706	\$74,506	\$69,579

Housing

	2 mile	5 mile	10 mile
Median Home Value	\$283,987	\$249,355	\$227,726
Median Year Built	1971	1965	1959

FOR MORE
INFORMATION
PLEASE
CONTACT

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POL 87(2)(a) - 2

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POL 87(2)(a) - mobile

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Building owned and managed by
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readers are advised to investigate and verify same prior to entering into a transaction.

Exhibit 24

From: [Lena Taffuri](#)
Sent: Tuesday, July 9, 2024 8:54 AM
To: [William DeVita](#); [William Dickson](#); [Christine Nealon](#); [David Warren](#);
[Timothy Farricker](#); [Lauren Tegnander](#); [Susan Miller](#)
Subject: Fwd: Capital Region ICSC: Site Confirmation & Approval

Site approved!!! Woo-hoo!!

Lena Taffuri
Director, Service Development
Rehabilitation Support Services
POL 87(2)(a) - 2
POL 87(2)(a) - 2
www.rehab.org

From: Cappola, Alexa (OMH) <POL 87(2)(a) - 2 >
Sent: Tuesday, July 9, 2024 8:51:31 AM
To: Lena Taffuri <POL 87(2)(a) - 2 >; Lauren Tegnander <POL 87(2)(a) - 2 >
Cc: Balzer, Denise (OMH) <POL 87(2)(a) - 2 >; Gaylord, Katerina (OMH) <POL 87(2)(a) - 2 >; McCarthy, Keith (OASAS) <POL 87(2)(a) - 2 >; Brandow, Theresa (OMH) <POL 87(2)(a) - 2 >; Downs, Robin W (OMH) <POL 87(2)(a) - 2 >; Aliotta, Teri (OMH) <Teri.Aliott POL 87(2)(a) - 2 >; Robideau, Lisa (OASAS) <POL 87(2)(a) - 2 >; Benshoff, Kim (OASAS) <POL 87(2)(a) - 2 >; McCarthy, Keith (OASAS) <POL 87(2)(a) - 2 >; William Dickson <POL 87(2)(a) - 2 >; William DeVita <POL 87(2)(a) - 2 >
Subject: RE: Capital Region ICSC: Site Confirmation & Approval

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Good Morning,

The NYS Office of Mental Health (OMH) and Office of Addiction Services and Supports (OASAS) approves this site to proceed with development. RSS may submit the certification application at any time.

Thank you for your time and patience throughout this process. We look forward to working with you to get this site up and running!

Best Regards,

Alexa Cappola, LMSW
[Pronouns:](#) She/Her/Hers

Crisis Services Program Specialist
Bureau of Crisis, Emergency, and Stabilization Initiatives
Division of Adult Community Care

Office of Mental Health

44 Holland Ave. Albany, NY 12229

POL 87(2)(a) - 2

POL 87(2)(a) - 2

www.omh.ny.gov

From: Lena Taffuri <POL 87(2)(a) - 2 >
Sent: Monday, July 8, 2024 2:22 PM
To: Cappola, Alexa (OMH) <POL 87(2)(a) - 2 >; POL 87(2)(a) - 2
Cc: Balzer, Denise (OMH) <POL 87(2)(a) - 2 >; Gaylord, Katerina (OMH)
<POL 87(2)(a) - 2 >; McCarthy, Keith (OASAS) <POL 87(2)(a) - 2 >;
Brandow, Theresa (OMH) <POL 87(2)(a) - 2 >; Downs, Robin W (OMH)
<POL 87(2)(a) - 2 >; Aliotta, Teri (OMH) <Teri.Aliott POL 87(2)(a) - 2 >; Robideau, Lisa (OASAS)
<POL 87(2)(a) - 2 >; Benshoff, Kim (OASAS) <POL 87(2)(a) - 2 >; McCarthy,
Keith (OASAS) <POL 87(2)(a) - 2 >; William Dickson <POL 87(2)(a) - 2 >;
POL 87(2)(a) - 2
Subject: RE: Capital Region ICSC: Site Confirmation & Approval

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Good Afternoon,

I am inquiring about the status of our site approval survey that was submitted on June 6th. We are very eager and excited to move forward.

Thank you very much!

Best Regards,
Lena Taffuri
RSS

From: Cappola, Alexa (OMH) <POL 87(2)(a) - 2 >
Sent: Wednesday, June 5, 2024 1:50 PM
To: Lauren Tegnander <POL 87(2)(a) - 2 >; Lena Taffuri <POL 87(2)(a) - 2 >; Bill Dickson
<POL 87(2)(a) - 2 >
Cc: Balzer, Denise (OMH) <POL 87(2)(a) - 2 >; Gaylord, Katerina (OMH)
<POL 87(2)(a) - 2 >; McCarthy, Keith (OASAS) <POL 87(2)(a) - 2 >;
Brandow, Theresa (OMH) <POL 87(2)(a) - 2 >; Downs, Robin W (OMH)
<POL 87(2)(a) - 2 >; Aliotta, Teri (OMH) <Teri.Aliott POL 87(2)(a) - 2 >; Robideau, Lisa (OASAS)
<POL 87(2)(a) - 2 >; Benshoff, Kim (OASAS) <POL 87(2)(a) - 2 >; McCarthy,

Keith (OASAS) <[REDACTED] POL 87(2)(a) - 2 >

Subject: Capital Region ICSC: Site Confirmation & Approval

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Good Afternoon,

I've been informed by Lena that RSS has selected a location for the Intensive Crisis Stabilization Center and would like to proceed with approval. Please have one (1) person from your agency complete all questions in the survey linked below as soon as possible. Responses will then be distributed amongst others at OMH and OASAS, including the OMH Field Office and OASAS Regional Office. Once reviewed by the Offices, an email will be sent confirming approval to proceed with the certification application. This process has previously taken between 5-10 business days once we receive responses to the survey questions.

Survey: <https://forms.office.com/Pages/ResponsePage.aspx?id=6rhs9AB5EE2M64Dowcge5y-97-8cc4xAsF8Gw0mTHAJUQjlxMk5ERFY1TERISEQyOEhZQTIPMzk1WS4u>

Please let us know if you have any questions in the meantime.

Thank you,

Alexa Cappola, LMSW

Pronouns: She/Her/Hers

Crisis Services Program Specialist

Bureau of Crisis, Emergency, and Stabilization Initiatives

Division of Adult Community Care

Office of Mental Health

44 Holland Ave. Albany, NY 12229

[REDACTED] POL 87(2)(a) - 2

[REDACTED] POL 87(2)(a) - 2

www.omh.ny.gov

Are you in crisis, experiencing emotional distress, or worried about someone you know? Call or text 988 or chat at

988lifeline.org

24 hours a day, 7 days a week.

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RETURN E-MAIL AND DELETE THIS MESSAGE FROM YOUR SYSTEM. Thank
you for your cooperation.

B. Affidavit by Landlord/Owner

**AFFIDAVIT OF LANDLORD IN SUPPORT OF APPLICATION BY REHABILITATION
SUPPORT SERVICES TO THE TOWN OF COLONIE ZONING BOARD OF APPEALS**

STATE OF TENNESSEE

ss.:

COUNTY OF DAVIDSON

CHRIS STEPHAN, being duly sworn, deposes and says:

1. I am Vice President, Asset Management of Healthcare Realty Services, LLC (“HRS”), as agent for HTA – Region Health, LLC (the “Owner”), owner of the property commonly known as 711–713 Troy-Schenectady Road, Latham, New York 12110 (the “Property”).

2. The Owner is a real estate ownership entity affiliated with a real estate investment trust.

3. HRS serves as the agent and property manager for the Owner with respect to the Property.

4. I am authorized to submit this affidavit on behalf of the Owner and HRS in connection with the application and appeal of Rehabilitation Support Services, Inc. (“RSS”) to the Town of Colonie Zoning Board of Appeals (“ZBA”) concerning Suite 125 at 713 Troy-Schenectady Road.

5. I make this affidavit based upon my review of the books and records maintained by the Owner and/or HRS in the ordinary course of business, specifically the lease documents described below, property management records, and documents furnished to the Owner and/or HRS concerning the proposed tenant fit-up of Suite 125.

6. Except where otherwise stated, statements in this affidavit concerning RSS’s state approvals, zoning verification applications, municipal submissions, permit denial history, communications with governmental officials, demolition approvals, or project expenditures are

based on information provided to the Owner and/or HRS by RSS, its representatives, or documents furnished to the Owner and/or HRS.

7. I submit this affidavit in support of RSS's application to the ZBA, including its appeal from the administrative denial of the building permit for its proposed fit-up and occupancy of Suite 125 at 713 Troy-Schenectady Road and, to the extent deemed necessary by the ZBA, its request for interpretation, variance, and related zoning relief to permit the proposed use.

8. The Owner supports RSS's appeal from the administrative denial of zoning and/or building approval for its proposed fit-up and occupancy of Suite 125. The Owner also supports RSS's request for any interpretation, variance, building permit approval, or other zoning relief necessary to permit RSS to occupy Suite 125 for the use described in the Lease (as hereinafter defined). To the extent the ZBA requires the Owner's consent, participation, or support, the Owner expressly provides such consent and support through this affidavit.

9. The Owner and RSS originally entered into a written lease dated December 23, 2024, for Suite 104 at 711 Troy-Schenectady Road. Subsequently, the Owner and RSS entered into a written lease dated September 25, 2025, for Suite 125 at 713 Troy-Schenectady Road (the "Lease"), which premises is referred to herein as the "Leased Premises". A copy of the Lease is annexed hereto as Exhibit A.

10. The term of the Lease commenced on July 30, 2025 and continues through January 31, 2032.

11. Under the Lease, the Leased Premises consist of approximately 3,870 rentable square feet located on the first floor of the building at 713 Troy-Schenectady Road (the "Building"), which contains approximately 107,466 rentable square feet. The Leased Premises constitute approximately 3.60% of the Building.

12. The Lease provides that RSS shall use and occupy the Leased Premises for the purpose of operating an Intensive Crisis Stabilization Center in accordance with the February 21, 2023 award letter from the New York State Office of Mental Health and the Office of Addiction Services and Supports.

13. The Building is a large, multi-tenant medical office property commonly known as Capital Region Health Park.

14. The Building is a Class A medical office complex with customizable layouts ranging from approximately 1,000 square feet to approximately 107,466 square feet.

15. Historically, the Building has housed a broad range of medical, clinical, diagnostic, urgent care, therapeutic, and related healthcare uses. The Building has included practices providing services such as primary care, pediatrics, internal medicine, surgical and specialty services, medical imaging, laboratory services, urgent care, integrated behavioral health, physical therapy, and other healthcare-related services.

16. RSS's proposed occupancy would constitute a small portion of an existing medical office property.

17. RSS has advised that a crisis stabilization center requires building systems capable of supporting medical office use, safe access for patients and staff, adequate property management oversight, parking, and the ability to coordinate tenant construction and operations. The Building is well-suited to provide these accommodations without interfering with other tenants.

18. The Building is particularly suitable for the proposed use of RSS because it is already operated as a medical office environment, with existing healthcare-oriented tenants, professional property management, adequate parking, and building systems capable of supporting clinical and office uses. In my view, RSS's proposed use is more appropriately located in this type

of existing medical office setting than in a residential neighborhood or in a property requiring new construction.

19. The Building's location is also significant. It is situated on Troy-Schenectady Road, also known as Route 7 in Latham, near the Northway/I-87 corridor. It is located immediately off Route 7, within minutes of Exit 6 of I-87 and Albany International Airport, and offers substantial on-site parking. These access and parking characteristics are important for a tenant use requiring access by staff, patients, family members, service providers, emergency medical services, and law enforcement.

20. Suite 125 is located on the first floor of the Building. This location is a material feature of the proposed tenancy, as it allows convenient and accessible entry. The Lease provides for access through an exclusive side-entry door for law enforcement drop-off on a 24-hour, seven-day-per-week basis. The first-floor location and separate side-entry access also allow RSS to manage arrivals and drop-offs in a controlled manner, without requiring patients, staff, family members, emergency medical services, or law enforcement to move through upper floors or unrelated tenant spaces.

21. The entire 711–713 medical complex comprises approximately 259,943 square feet, of which Suite 125 constitutes only 3,870 square feet. RSS's proposed occupancy is therefore a small portion of an existing structure and does not involve new construction or a substantial expansion of the Property.

22. The Owner and HRS have been provided with permit drawings for the proposed tenant fit-up. These drawings depict an office and clinical layout including adult and child waiting areas, a family room, police triage area, medication room, exam room, observation areas, quiet rooms, nursing and staff offices, laundry, shower facilities, restrooms, circulation areas, and related

support spaces. These uses are consistent with other uses in the Building, and the fit-up makes Suite 125 appropriate for the intended use under the Lease.

23. RSS's proposed use and fit-up will not alter the essential character of the surrounding area or the Building. The use will occupy space formerly used by other medical practices and is not expected to result in a substantial increase in traffic. The Building is already connected to existing water and wastewater infrastructure, and no additional public infrastructure improvements are required.

24. The Owner and HRS have been advised that, prior to entering into the December 23, 2024 lease, RSS obtained a Zoning Verification from the Town of Colonie, dated March 19, 2024, approving use of the Leased Premises as a medical facility for the treatment of patients, including 24-hour urgent care operations.

25. The Owner and HRS have further been advised that, following issuance of that Zoning Verification and after coordination with relevant New York State agencies, RSS proceeded with leasing space at the Property in furtherance of its Intensive Crisis Stabilization Center program.

26. The Owner and HRS have since been informed by RSS that, in 2025, the Town of Colonie enacted amendments to Chapter 190 of the Town Code relating to Crisis Intervention Centers, including the adoption of a definition for such use and revisions to permitted uses within the Commercial Office Residential (COR) district.

27. Owner and HRS did not participate in, and did not submit comments in connection with, those legislative proceedings.

28. Prior to entering into the September 25, 2025 Lease for Suite 125, neither Owner nor HRS had actual knowledge of any Town of Colonie local law, adopted amendment, proposed

amendment, or administrative position that would treat RSS's proposed Intensive Crisis Stabilization Center use as prohibited at the Property.

29. Based on a review of Owner and HRS leasing and property management records, Owner and HRS are not aware of any direct written notice received from the Town of Colonie prior to execution of the September 25, 2025 Lease advising that such use would not be permitted at the Leased Premises.

30. Owner and HRS have reviewed public assessment records indicating that at least one tax parcel associated with the Property reflected a prior corporate mailing address for HTA. HRS has advised that this prior Scottsdale, Arizona address was vacated on or about September 2023. Owner and HRS have not determined whether any notice relating to the 2025 zoning amendments was mailed, to what address any such notice may have been sent, or whether any such mailing was received, forwarded, or returned.

31. The Owner and HRS continue to investigate whether any notice concerning the 2025 zoning amendments was mailed to an outdated address or otherwise failed to come to the attention of the Owner or HRS before the Lease was executed.

32. The denial of the building permit and resulting delay materially prejudices the Owner. The Owner leased the Leased Premises to RSS for this specific use, structured the tenancy accordingly, and committed the space rather than leasing it to another tenant. As a result, the Owner faces continued vacancy or delayed occupancy, disruption of leasing expectations, lost or deferred rental income, additional carrying and administrative costs, and the risk that tenant-specific improvements will be wasted or duplicated. The Owner is therefore directly harmed by the inability to proceed with the project as planned.

33. The denial and resulting delay directly affect Owner's property and leasehold interests. Owner leased Suite 125 to RSS for the specific use stated in the Lease, structured the tenancy around that intended occupancy, and committed the Leased Premises to RSS rather than continuing to market or lease same to another tenant.

34. Owner therefore has a direct interest in the outcome of RSS's appeal and application before the ZBA.

35. Owner expressly supports RSS's appeal from the administrative denial and supports RSS's request for any interpretation, variance, building-permit approval, or related zoning relief necessary to permit RSS to occupy Suite 125 for the use described in the Lease.

Dated: May 26th, 2026

Nashville, Tennessee


Chris Stephan
Vice President, Asset Management
Healthcare Realty Services, LLC,
as agent for HTA – Region Health, LLC

Sworn to before me this
26th day of May, 2026


Notary Public



EXHIBIT “A”

LEASE AGREEMENT
Medical Office Building

This Lease Agreement (the "Lease"), made and entered into as of the Effective Date (as defined in Section 40), by and between HEALTHCARE REALTY SERVICES, LLC, a Tennessee limited liability company ("HRS") ("Agent"), as agent for HTA – REGION HEALTH, LLC, a Delaware limited liability company (the "Landlord"), and REHABILITATION SUPPORT SERVICES, INC., a New York not-for-profit corporation (the "Tenant").

1. PREMISES. In consideration of the rents, mutual covenants and agreements set forth herein, the Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises located in that certain medical office building located at 711-713 Troy Schenectady Road, Latham, New York 12110, commonly known as "713 Troy Schenectady" (herein called the "Building"), which premises are located on the first (1st) floor of the Building and are deemed to consist of 3,870 rentable square feet (herein called the "Premises"). The Premises are more particularly shown on the floor plan attached hereto as Exhibit "A" and are designated as Suite 125. The total rentable square feet in the Building is deemed to be 107,466 rentable square feet, and the Premises is deemed to be 3.60% thereof ("Tenant's Proportionate Share").

2. TERM. The term of this Lease (the "Lease Term") shall commence on July 30, 2025 (the "Lease Term Commencement Date") and shall continue for a term of seventy-eight (78) months plus any additional days as may be required for the Lease Term to expire on January 31, 2032 (the "Expiration Date").

3. BASE RENT. Tenant shall pay to Landlord as Base Rent, without notice, demand, abatement, deduction or setoff, except as elsewhere provided herein, the following amounts:

Lease Year	Annual Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
07/30/2025 – 07/31/2026*	\$26.00	\$100,620.00 (on an annual basis)	\$8,385.00
08/01/2026 – 07/31/2027	\$26.85	\$103,909.56	\$8,659.13
08/01/2027 – 07/31/2028	\$27.72	\$107,276.40	\$8,939.70
08/01/2028 – 07/31/2029	\$28.62	\$110,759.40	\$9,229.95
08/01/2029 – 07/31/2030	\$29.55	\$114,358.56	\$9,529.88
08/01/2030 – 07/31/2031	\$30.51	\$118,073.76	\$9,839.48
08/01/2031 – 01/31/2032**	\$31.50	\$121,905.00 (on an annual basis)	\$10,158.75

*Base Rent for the first six (6) months and two (2) days of the Lease Term shall be abated.

**This row shall only be applicable to the extent necessary for the Lease Term to expire on the Expiration Date.

Base Rent shall be paid in advance in equal monthly installments on the first day of each and every calendar month during the Lease Term; provided, however, that in the event the Lease Term commences on a day other than the first day of a calendar month, then upon the Lease Term Commencement Date Tenant shall pay to Landlord a pro rata portion of Base Rent for that portion of the calendar month remaining from the Lease Term Commencement Date to the first day of the next following calendar month. Each twelve (12) month period commencing on the Lease Term Commencement Date or any anniversary thereof is referred to herein as a "Lease Year".

4. ADDITIONAL RENTAL. In addition to the Base Rent as specified in this Lease, Tenant agrees to pay to Landlord as additional rent ("Additional Rent") Tenant's Proportionate Share of the amount by which the Operating Expenses (as hereinafter defined) for the Building for any calendar year during the Lease Term exceed the total Operating Expenses for the Building for the calendar year 2025 (the "Base Year").

For the purposes of determining Additional Rent, "Operating Expenses" shall mean all of Landlord's direct or indirect costs and expenses of every kind and nature, paid or incurred in owning, operating, maintaining, repairing, replacing and protecting the Building and the property upon which the Building is located (including any payments made by Landlord pursuant to any ground lease and/or access easements and/or parking easements or leases relating to such property) (collectively the "Property") as determined by Landlord for a particular calendar year or portion thereof. Tenant, at its expense, shall have the right no more frequently than once per calendar year following thirty (30) days prior written notice to Landlord, to audit Landlord's books and records relating to Operating Expenses at an office of Landlord in the reasonable vicinity of the Premises during Landlord's normal office hours or Landlord will make the appropriate records available to Tenant via electronic means.

The Building is a part of a multi-building project (the "Development"). Tenant acknowledges and agrees that as part of the Development, certain costs are required to be paid by Landlord in connection with the Development of which the Building is a part, including Development association dues and fees, common area costs, or other costs arising from covenants, conditions and restrictions, reciprocal easement agreements or relating to the Development. Such costs shall be paid by Landlord, and shall be deemed Operating Expenses herein. Such costs shall be allocated to the Building in the proportion that the rentable area of the Building bears in relation to the total rentable area of the Development (as such rentable area may vary time to time).

Itemized categories of Operating Expenses are more particularly described in Exhibit "B" attached hereto and incorporated herein.

Tenant's proportionate share of Operating Expenses for the remainder of the calendar year after the Lease Term Commencement Date and for each subsequent calendar year shall be estimated by Landlord, and written notice thereof shall be given to Tenant. Tenant agrees to pay Landlord each month, at the same time the Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated annual Additional Rent due.

If real estate taxes, or any portion of Operating Expenses including utility, janitorial or other services increase during a calendar year, Landlord may revise the estimated Additional Rent during such year by giving Tenant written notice to that effect, and thereafter Tenant agrees to pay Landlord, in each of the remaining months of such year, an additional amount equal to the amount of such annual increase in the estimated Additional Rent divided by the number of months remaining in such year.

After the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing Tenant's total amount of Additional Rent. Within thirty (30) days after receipt of the aforementioned statement, Tenant agrees to pay Landlord, or if Tenant has overpaid, Landlord shall credit against the next Additional Rent payment or payments due from Tenant, as the case may be, the difference between Tenant's actual Additional Rent due for the preceding calendar year and the estimated Additional Rent paid by Tenant during such year. Landlord and Tenant agree that in the calendar year in which this Lease

expires or is terminated, Landlord will not deliver the aforementioned statement for such year until the following calendar year. Landlord and Tenant acknowledge and agree that Tenant's obligation to pay Landlord (or, if Tenant has overpaid, Landlord's obligation to refund to Tenant) the difference between Tenant's actual Additional Rent due for such calendar year and the estimated Additional Rent paid by Tenant during such year shall survive the expiration or termination of this Lease.

5. RENT PAYMENT. The Base Rent, Additional Rent and all payments under this Lease to be made by Tenant to Landlord (collectively referred to hereinafter as the "Rent") shall be paid using Landlord's online rent payment portal as directed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the entire payment due under this Lease shall be considered anything other than a payment on account of the earliest Rent due.

If any Rent or other payment under this Lease is not paid when due, it shall bear interest at the rate of 8.00% per annum until paid. However, this provision shall not relieve Tenant from any default.

If applicable, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any city, county, state or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the Rent upon which such tax is based.

6. DELIVERY OF PREMISES. a. Tenant agrees that completion of the Premises may be delayed by causes that are beyond Landlord's control. Landlord will not be liable for any delays in completion of the Premises and Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and any delays will not permit Tenant to cancel or amend this Lease, or diminish any of Tenant's obligations under this Lease.

b. Tenant agrees that no representations, statements or warranties expressed or implied have been made by or on behalf of Landlord in respect to the Premises except as contained in this Lease. Tenant agrees that Landlord shall not be obligated to make any improvements or alterations to the Premises prior to the Lease Term Commencement Date. Upon the Lease Term Commencement Date, Tenant shall accept the Premises in its existing condition and state of repair.

c. Tenant shall cause the repair or replacement of any defects in material or workmanship in Tenant's Construction Work, if any, within the period of one (1) year after the date of substantial completion of Tenant's Construction Work. Tenant agrees Landlord shall not be responsible for any defect of any nature in Tenant's Construction Work. Upon Tenant's occupancy of the Premises, Tenant shall deliver to Landlord an assignment of construction warranties, in form and substance acceptable to Landlord and duly executed and acknowledged by Tenant, which shall assign to Landlord all warranties from Tenant's contractors. If the consent of the contractors is required to the effectiveness of such assignment, Tenant shall secure such contractors' written consent to the assignment of warranties. Tenant's Construction Work shall be deemed "substantially complete" when such work has been completed as certified by the project architect to be in compliance with the Construction Documents and all applicable laws, a final certificate of occupancy has been issued for the Premises, except for normal "punch list" items which can reasonably be completed after Tenant has taken possession of the Premises, without substantial interference with Tenant's business.

d. Prior to the Lease Term Commencement Date, Tenant shall not put any property in the Premises or enter the Premises or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph. However, if Tenant shall occupy the Premises prior to the Lease Term Commencement Date with Landlord's consent, but not open for business, such occupancy by Tenant shall be deemed to be that of a tenant under all of the terms, covenants, and conditions of this Lease, except that the obligation to pay Rent shall not be due and payable until the Lease Term Commencement Date.

e. If a casualty occurs to the Premises and/or the Building prior to the Lease Term Commencement Date, Landlord or Tenant may, at Landlord's or Tenant's option, cancel this Lease, in which event this Lease shall become void and of no effect, or, if neither Landlord nor Tenant cancels this Lease, then Landlord shall rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty. In the event of a casualty, if Landlord cannot obtain all utilities, permits and authorizations necessary to reconstruct the Building and/or the interior improvements in accordance with the plans and specifications therefor or complete reconstruction of the Building within a reasonable time, Landlord may terminate this Lease by delivering written notice thereof to Tenant, in which event Landlord shall return the Security Deposit, if any, to Tenant and Landlord and Tenant shall have no further obligations or liabilities under this Lease.

7. SECURITY DEPOSIT. Within ten (10) days of the Effective Date of this Lease, Tenant will pay to Landlord (a) the first full month's Rent in the amount of \$8,385.00 (less any payments previously made by Tenant to Landlord as a design deposit) and (b) a security deposit in the amount of \$3,241.34. Said security deposit shall be held as security for the performance of Tenant's obligations under the Lease by Tenant. Tenant shall not be entitled to interest thereon. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of this Lease.

Landlord and Tenant acknowledge that the parties previously entered into a Lease Agreement dated December 23, 2024 for suite 104 located at 711 Troy Schenectady Road, Latham, New York 12110 (the "Expired Lease") and pursuant to the Expired Lease, Landlord currently holds a security deposit in the amount of \$13,528.66 (the "Expired Lease Payment"); the first months' Rent in the amount of \$6,764.33 to be paid pursuant to Section 7 under the Expired Lease was never paid. As of the Effective Date of this Lease, the Expired Lease Payment shall be transferred to this Lease and upon Landlord's receipt of the amounts set forth in the previous paragraph, Landlord shall hold a first months' Rent in the amount of \$8,385.00 and a security deposit in the amount of \$16,770.00. As of the Lease Term Commencement Date, the Expired Lease shall be deemed terminated and of no further force and effect.

8. USE OF PREMISES. Tenant shall use and occupy the Premises throughout the Lease Term solely for the purpose of operating and maintaining an Intensive Crisis Stabilization Center in accordance with that certain award letter dated February 21, 2023, from NYS Office of Mental Health and the Office of Addiction Services and Supports (the terms of which are incorporated herein) for the provision of services to patients requiring urgent care and prompt referral to available support services, for all services typically and customarily provided and ancillary thereto, and for no other purpose whatsoever. Tenant will not use the Premises or any part thereof for any use not permitted in Exhibit "E" attached hereto. Tenant recognizes that these restrictions on the use of the Premises are a material consideration for Landlord to enter into this Lease.

Tenant shall comply with all laws, ordinances, rules and regulations pertaining to the use and occupation of the Premises. Tenant shall also comply with any use restrictions or declarations of restrictive covenants affecting the Premises which are of record in the real estate records in the county in which the Premises are located. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building in which said Premises may be located, or cause a cancellation of any insurance policy covering said Building. Tenant shall not commit, or suffer to be committed, any waste upon said Premises or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building in which the Premises may be located.

9. ENVIRONMENTAL COMPLIANCE. Tenant warrants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept or used in or about Premises by Tenant, its subtenants, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials. If the presence of any

Hazardous Materials on, in or under the Premises caused or permitted by Tenant, its subtenants, agents, employees, contractors or invitees results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Materials on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water or ground water.

"Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time ("Environmental Laws").

Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Tenant agrees to indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, by (i) any release of Hazardous Materials by Tenant or Tenant's agents on the Premises or the Building during the Lease Term; or (ii) Tenant's failure to comply with any hazardous materials laws with respect to the Premises. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by Tenant's representatives, contractors, assigns, invitees or any other occupant of the Premises (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Tenant's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything to the contrary herein, Tenant shall have no obligation to indemnify Landlord for any claims, liabilities, losses and expenses arising out of any Hazardous Materials placed, stored or used in the Building by Landlord or its agents, employees or contractors.

Landlord represents and warrants to Tenant that as of the Lease Term Commencement Date, the Premises will not contain any Hazardous Materials in violation of applicable law.

10. UTILITIES, MAINTENANCE AND SERVICES. Landlord agrees to furnish the Premises with heat and air conditioning, as a part of Operating Expenses, during Normal Hours of Operation, while Tenant is not in default under any of the provisions of this Lease, and subject to the regulations of the Building wherein the Premises are situated. As a part of Operating Expenses, Landlord shall furnish elevator services, water and normal electric current for lighting, ordinary medical equipment and business appliances. Landlord may impose a reasonable charge for any utilities and services, including without limitation, air conditioning, electrical current, and water, provided by Landlord by reason of any substantial use of the Premises at any time other than the hours set forth above or for any use beyond that which Landlord agrees herein to furnish such services and utilities or because of special electrical, cooling and ventilating needs created by Tenant's telephone equipment, computers and other equipment or uses. For purposes of this Lease, the term "Normal Hours of Operation for the Building" shall mean 7:00 a.m. to 6:00 p.m. Mondays through Fridays, and 7:00 a.m. to 1:00 p.m. on Saturdays, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Tenant shall have access to the Building, Premises and Building's parking seven (7) days a week, twenty-four (24) hours a day, fifty-two (52) weeks a year. Additionally, Tenant shall have access to the Premises via exclusive side entry door for law enforcement drop-off twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

Landlord warrants and represents that on the Lease Term Commencement Date, the Premises shall be dry, water tight and leak free, all appurtenances servicing the Premises, including but not limited to electrical, water, heating, ventilation and air conditioning systems, will be in good working order and sufficient for Tenant's intended use of the Premises.

Landlord shall (i) maintain and repair the plumbing lines serving the Premises to the point of entry into the Premises except where a repair to same is needed as a result of Tenant's, its employees' or invitees' negligence or misuse in which case Tenant shall be responsible to make such repairs; (ii) except as otherwise provided in this paragraph, maintain and repair heating and air conditioning systems, Building standard lighting, and mechanical systems serving the Premises and/or in public common areas of the Building; (iii) be responsible for the removal of Tenant's trash (excluding red bag service and the removal of medical waste or hazardous materials), but said trash shall be placed by Tenant in its containers which shall be located within the Premises; (iv) maintain in good order and repair and in a clean and orderly condition the roof, exterior walls and public areas in the Building of which Premises are a part, together with any parking area owned or leased by Landlord which is adjacent to the Building; (v) provide general janitorial services to the Premises (Monday through Friday, exclusive of the normal observed business holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) between 5:00 PM and 3:00 AM. Landlord shall not be liable under any circumstances for failure to furnish, or the stoppage or interruption of such services when such failure, or stoppage or interruption of services is caused by conditions beyond the control of Landlord, or by accidents, repairs or strikes unless such failure, stoppage or interruption affects a material portion of the Premises for a period in excess of five (5) days and is caused by Landlord's negligence or failure to act (as opposed to a general interruption of services in the area), then Tenant shall be entitled to receive an abatement of Rent during the period beginning on the fifth (5th) consecutive day after such failure, stoppage or interruption ending on the day the service is restored; nor shall such failure, or stoppage or interruption of such services constitute an eviction of Tenant. Tenant shall maintain and repair any plumbing lines (including water heaters) which are physically located within the Premises and such maintenance and repair services must be performed by a vendor approved in writing by Landlord. If Tenant installs or causes a (a) special lighting system or component to be installed in the Premises, Tenant shall be responsible to maintain and/or replace such lighting system or component at Tenant's sole cost, and (b) special heating or air conditioning system to be installed in the Premises for the purpose of maintaining a temperature controlled environment for computer systems and/or medical equipment, Tenant shall be responsible to maintain and/or replace such special heating or air conditioning system at Tenant's sole cost. In the event Landlord gives Tenant written consent to install an x-ray machine in the Premises, Tenant shall be responsible to maintain and keep clear of debris all x-ray drains. Notwithstanding any of the provisions of this paragraph, Tenant shall be responsible for the lawful removal and cost of removing medical, special or infectious wastes from the Premises.

With respect to lighting in the Premises, Landlord shall replace all Building standard fluorescent light bulbs/tubes in the Premises. All other light bulbs must be replaced by Tenant at Tenant's sole cost. With respect to ceiling tiles, Landlord shall only be responsible for upkeep and maintenance of Building standard ceiling tiles in the Premises. With respect to paper and soap products, Landlord shall not be responsible to provide or supply any toiletry items, paper products, examination table paper, soap or other hygiene materials to the Premises for Tenant's use in the Premises; provided, however, Landlord shall supply toilet paper, paper towels and soap to all public restrooms in public common areas in the Building.

In no event shall Tenant use or install any wireless telecommunications equipment (other than wireless telephones and secured wireless networks) or associated cabling and conduit in the Premises, the Building or on the roof or façade of the Building except through the Building's central telecommunications cabling distribution system (if such a central telecommunications cabling system has been provided by Landlord) without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

If Tenant installs or causes to be installed any electronic cabling, telecommunication (including telephone and data transmission lines) cabling or computer cabling (collectively referred to hereinafter as

"Cabling") within the Premises, Tenant shall remove all Cabling, at Tenant's sole cost and expense, at the expiration or earlier termination of this Lease, unless Landlord gives Tenant written consent stating that removal of Cabling is not required. In the event Landlord consents to Tenant's non-removal of Cabling, all Cabling shall become the property of Landlord. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to remove any Cabling that Tenant was obligated to remove and failed to remove from the Premises without Landlord's written consent. Tenant shall reimburse Landlord for the costs of removing such Cabling within fifteen (15) days after receipt of Landlord's invoice for such costs and said obligation to reimburse Landlord shall survive the expiration or earlier termination of this Lease.

Landlord may, at its option and at the sole cost and expense of Tenant or from proceeds of Tenant's insurance, repair or replace any damage or injury done to the Building or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors; Tenant shall pay the cost thereof plus a twenty percent (20%) administrative fee to Landlord on demand. Tenant further agrees to maintain and keep the interior of the Premises in good repair and condition at Tenant's expense. Tenant agrees at the termination of this Lease, by lapse of time or otherwise, to deliver up the Premises to Landlord in as good condition as it existed on the date of possession by Tenant, ordinary wear and tear, obsolescence, Landlord's obligations under this Lease, any condition that existed prior to the Lease Term Commencement Date, and damage from casualty or condemnation alone excepted, and Landlord shall have the right to re-enter and resume possession of the Premises whether or not the Premises are vacated by Tenant.

11. ALTERATION OF PREMISES. Tenant shall maintain the Premises in good condition and shall not alter, repair or change the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Landlord consents to any alterations or improvements to the Premises, such alterations or improvements shall remain in the Premises and shall be surrendered to Landlord with the Premises at the expiration or earlier termination of this Lease unless Landlord directs, in writing at least thirty (30) days prior to the termination of the Lease, that Tenant restore the Premises to its original condition, normal wear and tear excepted.

12. INSURANCE. Landlord agrees, as an Operating Expense, to maintain in full force and effect throughout the entire Lease Term general fire and extended coverage insurance including vandalism and commercial general liability insurance. To the extent Landlord also maintains any insurance in any way connected with the Premises, Landlord's insurance shall be excess coverage and Tenant's insurance shall be primary coverage.

Tenant agrees to maintain and keep in force during the Lease Term, without expense to Landlord, with an insurance company with a general policy rating of not less than A and a financial rating of not less than Class X as rated in the most current Best's Insurance Reports and qualified to do business in the state in which the Premises are located or other company acceptable to Landlord, the following policies, all of which shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days' prior written notice to Landlord:

(a) Commercial general liability insurance, in the name of Tenant and naming Landlord and Landlord's property manager as additional insureds, against any liability for injury to or death of persons resulting from any occurrence in or about the Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$1,000,000 for each occurrence and, in case of property damage, not less than \$500,000 for any one occurrence; and

(b) Professional liability insurance applicable to Tenant, any physician or healthcare professional associated with or utilized by Tenant, and services provided by Tenant, in the minimum amount of \$1,000,000 per occurrence/\$3,000,000 annual aggregate per physician/healthcare professional.

To the extent of any and all insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carrier any

right of subrogation that may exist or arise as against the other party to this Lease. Tenant shall deliver to Landlord copies of policies of liability insurance required in this Section 12 or certificates evidencing the existence and amounts of such insurance at the following times: (a) prior to occupancy of the Premises, (b) prior to the expiration of any policies previously furnished to Landlord, and (c) upon the reasonable request of Landlord.

13. INDEMNIFICATION OF LANDLORD AND TENANT. Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damages to goods, wares, merchandise and property in and about said Premises and for injuries to persons in or about said Premises or the property of which the Premises are a part, from any cause. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from Tenant's use, occupancy or enjoyment of the Premises and its facilities or the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, or its agents, employees and invitees in or about the Premises and Tenant shall pay Landlord's actual attorney's fees and litigation costs in connection therewith. Tenant agrees to pay for all damages to the Building, as well as all damage to the tenants or occupants thereof caused by the Tenant's negligence, misuse, or neglect of said Premises or appurtenances. Notwithstanding anything to the contrary herein, Tenant shall not be obligated to indemnify, protect, defend and hold Landlord harmless from and against any claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its agents, employees or contractors.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its employees in or about the Premises and Landlord shall pay Tenant's actual attorney's fees and litigation costs incurred in connection therewith.

14. MECHANIC'S LIENS. Tenant shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises.

15. ABANDONMENT OF PREMISES. Tenant shall not vacate or abandon the Premises for a period greater than sixty (60) days at any time during the Lease Term and if Tenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the Premises shall be deemed abandoned, at the option of the Landlord.

16. LANDLORD'S RIGHT OF ENTRY. Landlord or its agents shall have the right to enter the Premises at reasonable times with at least twenty-four (24) hours advance written notice, except for emergencies in which case no notice shall be required, in order to examine it, to show it to prospective tenants, lenders, ground lessors, and purchasers (provided Landlord may only show the Premises to prospective tenants during the final six (6) months of the Lease Term), or to make such decorations, repairs, alterations, improvements pursuant to its obligations contained in this Lease or in the lease of another tenant in the Building. Landlord will be responsible for conducting such work so as not to impair Tenant's use and enjoyment of the Premises.

17. DESTRUCTION OF PREMISES, EMINENT DOMAIN. a. In the event of a complete or partial destruction of the Premises during the Lease Term from any cause, Landlord shall forthwith repair the same, provided such repair can be made within sixty (60) days under laws and regulations, and in such event Rent will be abated until the damage is repaired, in proportion to the part of the Premises which is so rendered untenable, unless such damage was a result, in whole or in part, of the negligence or willful misconduct of Tenant. If Landlord has not completed the repair within one hundred twenty (120) days of the date of casualty, Tenant may elect to terminate this Lease by notice to Landlord given at any time after the expiration of one hundred twenty (120) days from the date of casualty but prior to the completion of the repair work. If such repairs cannot be made within sixty (60) days, Landlord or Tenant shall have the right to terminate this Lease by giving written notice to the other party within thirty (30) days of the date of the

casualty. In addition to the above, in the event that the Building is destroyed to the extent of not less than thirty-three and one-third percent (33-1/3%) of the replacement cost thereof, Landlord or Tenant may elect to terminate this Lease, whether or not the Premises are insured, by written notice to the other. A total destruction of the Building in which the said Premises are situated shall automatically terminate this Lease. If any portion of the Premises or the Building shall be damaged by fire or other casualty resulting from the fault or negligence of Tenant, or the agents, employees, licensees or invitees of Tenant, such damage shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord, and Rent shall continue without abatement.

b. (i) If any action or proceeding is commenced for the condemnation of the Building or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Building at the time thereof, Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Building or any part or portion thereof. Tenant shall be entitled to seek to recover as against the condemnor, and Landlord shall have no claim for or thereto, for Tenant's trade fixtures and any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is entitled to remove at the expiration of this Lease. (ii) If only a part of the Building is condemned and taken and the Premises or the remaining portion thereof is not suitable for purposes for which Tenant has leased said Premises, either Landlord or Tenant shall have the option to terminate this Lease at the time of such taking. If by such condemnation and taking only a part of the Building is taken, and the Premises or the remaining part thereof is suitable for the purposes for which Tenant has leased said Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises taken by eminent domain, if any, bears to the floor area of the entire Premises.

18. BANKRUPTCY. If a general assignment is made by Tenant or any guarantor of this Lease for the benefit of creditors, or if any action is taken by or against Tenant or any guarantor of this Lease under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant or any guarantor of this Lease (and Tenant or such guarantor fails to terminate such receivership within sixty (60) days after such appointment), or if Tenant or any guarantor of this Lease is adjudicated bankrupt, or if Tenant or any guarantor of this Lease admits in writing that it cannot meet its obligations as they become due, or if Tenant or any guarantor of this Lease is declared insolvent according to any law, or the interest of Tenant under this Lease is levied on under execution or other legal process, or if any petition is filed by or against Tenant to delay, reduce or modify Tenant's capital structure if Tenant is a corporation or other entity, then Tenant shall be in default under this Lease and Landlord shall be entitled to all remedies available under Section 19.

19. DEFAULT BY TENANT. If Tenant fails to (i) perform or observe any covenant (other than the covenant to pay Rent or any other sums due hereunder) to be performed by Tenant under this Lease and continues to fail to perform or observe same for a period of thirty (30) days after receipt of written notice from Landlord pertaining thereto (or a reasonable period of time, using due diligence, if such default cannot be cured within said thirty (30) day period); or (ii) pay any Rent or other sum due hereunder at the time such payment is due; then Tenant shall be deemed to have breached this Lease and Landlord, at its option, may have any one or more of the following remedies, in addition to other rights or remedies it may have at law or in equity:

a. Landlord may terminate this Lease and without further notice repossess the Premises, and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon, (iii) the deficiency between the Base Rent under this Lease and the net amount, if any, of the Base Rent collected on account of the subsequent lease of the Premises for each month of the period which would otherwise have constituted the

balance of the remainder of the Lease Term, (iv) costs of reletting and refurbishing, and (v) any other sum of money and damages owed by Tenant to Landlord; or

b. Landlord may immediately terminate Tenant's right of possession of the Premises, but not terminate this Lease, and without notice or demand enter upon the Premises or any part thereof and take absolute possession of the same, and, at Landlord's sole option, may relet the Premises or any part thereof for such terms and such rents as Landlord may reasonably elect. Reletting of the Premises shall not be construed as an election on the part of Landlord to terminate this Lease and, notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for default; or

c. In lieu of, or in addition to, bringing an action for any or all of the recoveries described in paragraphs (a) or (b) above, Landlord may bring an action to recover and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in the state in which the Premises are located.

Notwithstanding the foregoing, Landlord shall have a duty to mitigate damages due to a default by Tenant under this Lease.

Notwithstanding the foregoing, if Tenant shall breach this Lease by failing to perform any material covenant (other than the covenant to pay Rent or other sums due hereunder) two (2) or more times in any twelve (12) month period, then notwithstanding that each such breach has been cured by Tenant any further similar breach shall be deemed an event of default without the ability to cure. However, Tenant will not be liable for, and Landlord releases Tenant from, any claims to speculative, indirect, incidental or consequential damages, including and lost sales or profits of Landlord.

20. DEFAULT BY LANDLORD. Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease, Tenant, at its option, in addition to any other remedies available to Tenant at law or in equity, may proceed in equity or at law to compel Landlord to perform its obligations. If Landlord shall be in default under this Lease and, as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Building as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building. Tenant agrees that no other remedy, including without limitation, incidental or consequential damages for lost profits, injury to person or property, or any other incidental or consequential loss shall be available to Tenant.

21. RULES AND REGULATIONS. The Tenant shall comply with all reasonable rules and regulations now or hereinafter adopted by the Landlord during the existence of this Lease; provided a copy thereof has been given to Tenant at least thirty (30) days prior to the implementation, the same are in conformity with the common practice and usage in similar buildings, are not inconsistent with the provisions of this Lease and apply to all tenants and occupants of the Building. Current rules and regulations governing Tenant's conduct in the Building are attached hereto as Exhibit "F". In the event of any conflict or ambiguity between the rules and regulations and the terms of this Lease, the terms of this Lease shall control and be binding on the parties hereto.

22. NOTICE. All notices or consents required or permitted under this Lease shall be given in writing and delivered (i) in person, (ii) by United States mail, by certified or registered mail, return receipt requested, or (iii) by recognized overnight courier service (e.g., UPS Next Day or FedEx). If sent by certified or registered mail, such notice shall be deemed delivered two (2) days after deposit in the U.S. mail. If sent by hand delivery or overnight courier service, such notice shall be deemed delivered on the

date the notice is received. Notice to the Landlord and Tenant shall be delivered or sent to the addresses set forth below:

Landlord's address:

c/o Healthcare Realty Trust
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Attention: Assistant General Counsel

with a copy to Agent at:

Healthcare Realty Services, LLC
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Attention: Senior Vice President, Leasing

Tenant's address:

Rehabilitation Support Services, Inc.
711-713 Troy Schenectady Road, Suite 125
Latham, New York 12210

23. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublease all or any part of the Premises, by operation of law or otherwise, except with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. If the Tenant is a corporation, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such corporation into or with another; or (ii) the sale, exchange, or other disposition of the majority of the outstanding stock of such corporation resulting in the loss of control thereof by such person who is the majority shareholder upon the date of the execution hereof. If the Tenant is a professional association, partnership, limited liability company or other limited liability entity, the happening of any of the following events shall be considered an assignment hereunder: (i) the merger or consolidation of such professional association, partnership, limited liability company or other limited liability entity into or with another; or (ii) the sale, exchange, or other disposition of a beneficial ownership interest in such professional association, partnership, limited liability company or other limited liability entity resulting in the loss of control thereof by such person who is the holder of the majority beneficial ownership interest upon the date of the execution hereof. Tenant shall remain liable under this Lease in the event of any such assignment or subletting.

24. RELOCATION. Intentionally Deleted.

25. ATTORNEY'S FEES. In the event of any legal or equitable action arising out of this Lease, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorneys' fees incurred in connection with such action.

26. GOVERNING LAW. This Lease shall be governed by the laws of the state in which the Premises are located.

27. BROKERS. Landlord and Tenant represent and warrant to the other that it has had no dealings with any real estate broker or agent other than Carrow Real Estate ("Landlord's Broker") and Continuum Commercial Realty ("Tenant's Broker") in connection with the negotiation of this Lease, and that Landlord and Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant hereby agree to indemnify the other for any breach of the warranty given by Landlord and Tenant in this Section. Landlord shall pay a commission to Landlord's Broker in connection with this Lease in accordance with a separate written commission agreement

executed between Landlord and Landlord's Broker. Landlord's Broker shall pay a commission to Tenant's Broker in connection with this Lease in accordance with a separate written commission agreement executed between Landlord's Broker and Tenant's Broker.

28. SUBORDINATION AND ATTORNMENT. Provided that Tenant is provided with a subordination, non-disturbance and attornment agreement reasonably acceptable to Tenant, this Lease is subject and subordinate to any lease wherein Landlord is lessee and to any mortgages or deeds of trust which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part (individually referred to as a "Mortgage"), and to all renewals, modifications, consolidations, replacements and extensions hereof. In furtherance of such subordination, Tenant shall execute any document that Landlord or Landlord's lender or ground lessor, if any, may reasonably request.

In the event of the sale or assignment of Landlord's interest in the Premises, Tenant shall attorn to and recognize such purchaser or assignee as Landlord under this Lease. In furtherance of such attornment, Tenant shall execute any document that Landlord or such purchaser or assignee may reasonably request.

Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of any Mortgage or security instrument shall govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the Building in which the Premises are situated, insofar as they may apply to such mortgagee, shall be limited to insurance proceeds or eminent domain awards received by such mortgagee after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

Upon notification by Landlord of the name and address of any such mortgagee, Tenant hereby agrees to give to such mortgagee copies of all notices of Landlord default(s) under this Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. The mortgagee shall have the right to remedy any Landlord default under this Lease, or to cause any default of Landlord under this Lease to be remedied, and for such purpose Tenant hereby grants the mortgagee such additional period of time as may be reasonable to enable mortgagee to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by the mortgagee of any term, covenant, condition or agreement to be performed by Landlord under this Lease with the same force and effect as though performed by Landlord. No Landlord default under this Lease shall exist or shall be deemed to exist (i) as long as such mortgagee, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by such mortgagee, as long as such mortgagee, in good faith, shall have notified Tenant that it intends to institute proceedings under its Mortgage or security documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of this Lease by reason of any default thereunder by Landlord, upon the mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to such mortgagee or its designee or nominee a new lease of the Premises for the remainder of the Lease Term upon all of the terms, covenants and conditions of this Lease.

29. ESTOPPEL CERTIFICATES. Tenant shall, upon not less than ten (10) days prior request by Landlord or any first mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, as the case may be, a statement in writing certifying that this Lease is unmodified and 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); that Landlord is not in default and has fully performed its obligations hereunder (or if there has been a default, stating the default); and the dates to which the rent and any other charges have been paid in advance. Further, without limiting the foregoing and without the necessity of any additional documentation (unless Landlord or any mortgagee requests reaffirmation of the following by separate agreement which Tenant agrees to execute), for the benefit of each such mortgagee, Tenant agrees

that, in the event that any such mortgagee succeeds to the interest of Landlord under this Lease, such mortgagee shall not: (A) be liable for any act or omission of Landlord or any prior landlord under this Lease; or (B) be subject to any defense, set-offs, counter-claims or offsets which Tenant may have against any prior landlord (including Landlord); or (C) be bound by any payment of Rent, which Tenant may have paid for more than one (1) month in advance of the due date hereunder to any prior landlord hereunder (including Landlord); or (D) be bound by any obligation to make any payment to Tenant which was required to be made prior to the time such mortgagee succeeds to Landlord's interest; or (E) be accountable for any monies deposited with any prior landlord (including Landlord) (including security deposits), except to the extent same are actually received by said mortgagee; or (F) otherwise have any liability, duty or obligation whatsoever under this Lease, or under any extension or renewal hereof, either by virtue of any assignment of leases or rents granted by Landlord to said mortgagee or the subsequent collection of rents thereunder, until said mortgagee, or its designee or nominee becomes the fee owner of the Property, and then only for such periods during which such mortgagee or its designee or nominee actually owns the Property.

30. QUIET ENJOYMENT. Landlord warrants that Tenant shall have quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

31. SIGNS. No signs of any kind or nature, symbol or identifying mark shall be put in or on the Building or the property on which the Building is located, without prior written approval of Landlord. All signs and lettering shall conform in all respects to the sign and/or lettering standards established by Landlord. Landlord shall provide and install, at Landlord's cost, all letters, numerals or Tenant suite plaques at doors to the Premises. Landlord shall also include Tenant's name on the Building directory. Any changes requested by Tenant to suite plaque or the Building directory shall be at Tenant's cost.

32. HOLDING OVER. In the event Tenant, or any party claiming under Tenant, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall be an unlawful detainer, and no tenancy or interest shall result from such possession. Such occupants shall be subject to immediate eviction and removal, and Landlord, in addition to all other remedies available to it hereunder shall have the right to receive as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to one and one-half times the Monthly Base Rent specified in this Lease, as applied to such period, together with all other payments required hereunder as Additional Rent, provided that Tenant shall nonetheless be a tenant at sufferance.

33. LANDLORD'S EXPENSES. In addition to other provisions herein, Tenant agrees and shall pay and/or reimburse Landlord's reasonable out-of-pocket costs and expenses, including legal fees, incurred or resulting from and relating to: (a) requests by Tenant for approval or consent under this Lease; or (b) any circumstances or developments which give rise to Landlord's right of consent or approval; or (c) a request for changes including, but not limited to: (i) the permitted use of the Premises, (ii) alterations and improvements to the Premises, (iii) subletting or assignment, or (iv) any other changes in the terms, conditions or provisions of this Lease. Such expenses and fees shall be paid by Tenant within thirty (30) days of the submission of a statement for the same.

34. CONDITIONS PRECEDENT. Intentionally Deleted.

35. FINANCIAL STATEMENTS. Within one hundred twenty (120) days after the end of each of Tenant's fiscal years during the Lease Term, or any extension thereof, Tenant will furnish to Landlord a certified copy of its consolidated financial statements, and those of any person or entity guarantying Tenant's obligations under the Lease, for the preceding fiscal year. As used in the preceding sentence, the term "consolidated financial statements" shall mean for any fiscal year or other accounting period for Tenant and its consolidated subsidiaries, if any, statements of earnings and retained earnings and of changes in financial position for such period and for the period from the beginning of the respective fiscal year to the end of such period and the related balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for

the corresponding period in the preceding fiscal year, and prepared in accordance with generally accepted accounting principles. Within forty-five (45) days after the end of each quarter of Tenant's fiscal year during the Lease Term, or any extension thereof, Tenant will furnish to Landlord copies of its balance sheet and income statement depicting in reasonable detail Tenant's financial performance for such fiscal quarter. In addition to the foregoing financial statements, Tenant will furnish to Landlord, with reasonable promptness, such other information respecting the financial condition and affairs of Tenant as Landlord may reasonably request from time to time.

36. GENERAL PROVISIONS. (i) The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, condition or covenant of this Lease; (ii) It is understood and agreed that the remedies herein given to Landlord shall be cumulative, and the exercise of any one remedy of Landlord shall not be to the exclusion of any other remedy; (iii) Subject to the provisions as to assignment, the covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder; (iv) Time is of the essence of this Lease; (v) Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord; (vi) the captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease; (vii) If any term, covenant, condition or provision of this Lease is held by a court competent of jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (viii) Landlord and Tenant represent and warrant to each other that the officer or person signing this Lease on its behalf is an authorized signatory and is authorized to legally bind such party to this Lease.

37. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF LANDLORD AND TENANT IN ENTERING INTO THIS LEASE.

38. GUARANTY OF LEASE. Intentionally Deleted.

39. SURRENDER OF PREMISES. Tenant shall, upon the expiration or earlier termination of the Lease Term, surrender all keys to the Premises to Landlord's property management office, inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises, and surrender the Premises to Landlord in as good condition as the Premises were in as of the Lease Term Commencement Date, ordinary wear and tear, obsolescence, Landlord's obligations under this Lease, any condition that existed prior to the Lease Term Commencement Date, and damage from casualty or condemnation excepted. All alterations, additions, and improvements made to or fixtures or improvements placed in or upon the Premises by either party (excepting only moveable partitions, office furniture, trade fixtures, office equipment and personal property of Tenant) shall be deemed a part of the Building and the property of Landlord at the time they are placed in the Premises and, except as provided in the next grammatical sentence, such alterations, additions, improvements or fixtures shall remain in the Premises and be surrendered with the Premises to Landlord upon the expiration or earlier termination of this Lease. Upon Landlord's written request prior to the expiration or earlier termination of the Lease Term, Tenant shall remove alterations or additions that have been constructed and installed in the Premises at Tenant's request or for Tenant's benefit and return the Premises to its original condition as of the Effective Date, ordinary wear and tear excepted.

40. EFFECTIVE DATE. The "Effective Date" shall be the date upon which the last party signs this Lease and delivers it to the other party.

41. COUNTERPARTS. This Lease may be executed in more than one counterpart, and delivered via facsimile or electronic mail.

42. PARKING. Parking for the Building is available on a first come first serve basis at no additional charge to Tenant.

43. OPTION TO EXTEND LEASE TERM. Tenant shall have the right and option to extend the Lease Term for two (2) additional terms of five (5) years each (each an "Extended Term"). Each Extended Term shall be on and subject to the same terms, covenants and conditions as set forth herein, except for Base Rent which shall be determined in accordance with this section. Tenant shall exercise an extension option, if at all, by giving Landlord written notice of such exercise not less than 180 days prior to the end of the then-current Lease Term (for the first extension) or the end of the first Extended Term (for the second Extended Term). Tenant's right to exercise such option and extend the Lease Term is subject to the following terms and conditions precedent, which are solely for the benefit of Landlord: (i) this Lease shall be in effect at the time notice of exercise of the option is given and on the last day of the then-current Lease Term or the first Extended Term, as the case may be, (ii) Tenant shall not have received notice of default under any provision of this Lease, and failed to cure such default, at the time notice of the exercise of the option is given and on the last day of the then-current Lease Term or the first Extended Term, as the case may be, and (iii) the original Tenant under this Lease shall be in occupancy of the Premises (it being understood that any rights to renew or extend the Lease Term that are granted to the original Tenant shall be personal to the original Tenant and may not be assigned to any permitted assignee without Landlord's prior written consent).

In the event Tenant exercises an option to extend the Lease Term in accordance with this section, then the annual Base Rent shall be adjusted as of the first day of such Extended Term to an amount equal to one hundred three and twenty-five hundredths percent (103.25%) of the Base Rent payable during the last Lease Year of the original Lease Term or the prior Extended Term, as the case may be. Thereafter, during each year of the Extended Term, Base Rent shall increase during each lease year of the Extended Term by an amount equal to one hundred three and twenty-five hundredths (103.25%) of the annual Base Rent for the prior Lease Year.

44. LANDLORD REENTRY. Landlord acknowledges that the rights of re-entry into the Premises as set forth in this Lease do not confer on Landlord the authority to operate a chemical dependence facility. Landlord agrees to give the New York State Office of Addiction Services and Supports at least thirty (30) days' notice by certified mail of an intent to re-enter the Premises or to initiate dispossession proceedings, and at least sixty (60) days' notice of expiration of the Lease. Further, Landlord acknowledges that rights of re-entry into the Premises set forth in this Lease do not confer on Landlord the authority to operate on the Premises a facility for the mentally disabled, as defined in Article 1 of the Mental Hygiene Law.

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THE PARTIES HERETO have executed this Lease in duplicate as of the day and year written below such parties' signatures.

LANDLORD:

HEALTHCARE REALTY SERVICES, LLC
as agent for HTA – REGION HEALTH, LLC

DocuSigned by:

By: C1E9D9E9C216405
Name: Anne C. Barbour
Title: First Vice President and National Director, Leasing
Date of Signature: 9/25/2025

TENANT:

REHABILITATION SUPPORT SERVICES, INC.

By: 
Name: TIM FARRICKER
Title: DIRECTOR OF FACILITIES
Date of Signature: 9/18/25

Exhibit "B"

Operating Expenses

Operating Expenses may include, without limitation:

(i) all taxes, assessments, excises, tax levies, fees and all governmental charges, whether general or special of every character in respect of the Property or rental payments from tenants which may be assessed or be a lien upon Landlord's interest in the Property, the Property or any rent therefrom, or any occupancy, operation, use or possession of, sales from or activity conducted on or in connection with the Property; costs and expenses of contesting the validity or amount of such taxes, assessments, fees and charges; insurance premiums; water, sewer, electrical and other utility charges; service and other charges incurred in the operation and maintenance of the Property including the elevators and the heating, ventilation and air-conditioning system; cleaning and other janitorial services; costs of all tools, supplies and materials; costs of repair and general maintenance, including without limitation, any reasonable depreciation charges applicable to all equipment used in repairing and maintaining the Property; ground rents; landscape maintenance costs; security services; data processing services; costs of alarm services, fire protection, sprinklers and window cleaning; maintenance and operation of parking facilities; license, permit and inspection fees; management fees; the office rent and commercially reasonable salaries and compensation of all employees engaged in the operation, maintenance and security of the Property including taxes, insurance and benefits (including pension, retirement and fringe benefits) relating thereto; trash removal; garage maintenance and operating costs; all damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses which are reasonable and necessary) incurred by Landlord by reason of any accident, injury to or death of persons or loss of property occurring on or about the Property or adjoining sidewalks in excess of applicable insurance policies of Landlord; legal fees and accounting costs, including costs of audits of the Operating Expenses; commercially reasonable reserves deemed necessary by Landlord for operation of the Property in a first class manner; costs of complying with all legal requirements applicable to the Property (including the cost of any capital improvements made to the Building by Landlord that are required under any governmental law or regulation not applicable to the Building or not in effect at the time it was constructed); and, in general, all other costs and expenses which would generally be regarded as operating and maintenance costs and expenses, including those which would normally be amortized over a period not to exceed five (5) years; and

(ii) the cost of any capital improvements made to the Building by Landlord that reduce Operating Expenses, such cost to be amortized over such reasonable period as Landlord shall determine with a return on capital at the then current interest rate on the unamortized balance or at such higher interest rate as may have been paid by Landlord on funds borrowed for the purpose of constructing such capital improvements. However, the portion of any increase in annual Operating Expenses shall never exceed the amount of reduction in the annual Operating Expenses attributable to such improvements.

Operating Expenses shall not include: (i) Federal and State taxes imposed upon or measured by the gross receipts or income of Landlord (unless a future change in the method of taxation causes any franchise, gross receipts, income, profit or other tax to be levied against Landlord in substitution in whole or in part for or in lieu of or in addition to any tax included as an Operating Expense hereunder and, in such event, any such tax shall (with appropriate adjustments where necessary) be deemed to be Operating Expenses for the purposes hereof); (ii) payments made by tenants of the Building, either to third parties or to Landlord, under agreements for direct reimbursement for services (e.g., separately metered utilities, separate contracted janitorial services, property taxes directly reimbursed to Landlord, sales taxes on Rent (as defined in Section 5 of the Lease) paid directly by any tenant, etc.); (iii) the cost of repairs, restoration or other work occasioned by fire, windstorm or other casualty, but only to the extent same are paid for with the proceeds of insurance; services reimbursed to Landlord by tenants; capital acquisitions; penalties and

legal expenses incurred by Landlord due to Landlord's violations of governmental laws; expenses incurred for the renovation of space for new tenants (except Building standard repairs or construction); depreciation allowance; or interest and principal payments on mortgages and other non-operating debts of Landlord, (iv) salaries and benefits of personnel above the level of property manager (including applicable payroll taxes, worker's compensation insurance, disability insurance and fringe benefits); (v) Landlord's corporate office overhead (as opposed to the expenses of any local office designated for this Building); (vi) amounts paid to affiliates of Landlord in excess of commercially reasonable amounts; (vii) amounts resulting from any failure by Landlord to meet its legal or contractual obligations; (viii) works of art; (ix) dues to professional and lobbying organizations or other membership dues; (x) meals and entertainment expenses; (xi) conference, seminar or other education expenses; or (xii) repairs to the common areas necessitated by acts, default or negligence of Landlord, its employees, agents, licensees, or contractors.

Exhibit "C"

Work Letter Agreement

1. General Provisions

1.1 Landlord shall provide Tenant an improvement allowance (the "Allowance") of Seventy Dollars (\$70.00) per rentable square feet, for a total cost of Two Hundred Seventy Thousand Nine Hundred Dollars (\$270,900.00), for work in preparing the Premises for Tenant's use ("Tenant's Construction Work"). The Allowance shall be available solely for the construction costs of leasehold improvements (the "Construction Costs") and no portion thereof shall be used for furniture, personal property, working capital, free rent or other such purposes. Notwithstanding anything herein to the contrary, Landlord makes no representation or warranty that the Allowance is sufficient to pay the full amount of the Construction Costs. Notwithstanding anything to the contrary herein, the Allowance must be used by Tenant not later than the date that is twelve (12) months after the Effective Date of the Lease. Any portion of the Allowance not used by Tenant by such date shall be deemed forfeited and waived.

1.2 If the Construction Costs of Tenant's Construction Work exceeds the Allowance, Tenant shall pay the excess amount to Tenant's Contractor.

1.3 Under no circumstances whatsoever will Tenant or Tenant's authorized representatives (including Tenant's Design Consultants) ever alter or modify or in any manner disturb any system or installation of the Building, including, but not limited to, fire or smoke rated partitions, Central plumbing systems, Central electrical systems, Central heating, ventilating and air conditioning systems, Central fire protection and fire alert systems, Central building maintenance systems, Central structural systems, elevators and anything located within the Central core of the Building. Only with Landlord's express written permission and under the direct supervision of Landlord or Landlord's Contractor shall Tenant or Tenant's authorized representative alter, modify or in any manner disturb any Branch of any such Central system or installation of the Building which is located within the Premises, including, but not limited to Branch plumbing system, Branch electrical system, Branch heating, ventilating and air conditioning system, and Branch fire protection and alert system. For purposes of this Section 1.3, the term "Central" shall be defined as that portion of the Building system or component which is within the core and/or common to and/or serves or exists for the benefit of other tenants in the Building, and shall include but not be limited to main fire loops on each floor of the Building and duct work to the VAV box. For purposes of this Section 1.3, the term "Branch" shall be defined as that portion of any Building system or component which serves to connect or extend Central systems into the Premises.

1.4 All design, construction and installation of Tenant's Construction Work shall conform to the requirements of applicable building, plumbing, electrical and fire codes and the requirements of any authority having jurisdiction over or with respect to such work, as such codes and requirements may from time to time be amended or supplemented. Furthermore, all such design, construction and installation of Tenant's Construction Work is subject to the prior written approval of Landlord.

1.5 Tenant agrees to use, as a part of Tenant's Construction Work, Building standard materials including, but not limited to, Building standard corridor doors, VAV boxes, hardware, lights or other materials unless other corridor doors, VAV boxes, hardware or lights are requested by Tenant and approved in writing by Landlord.

1.6 Tenant acknowledges that Landlord has entered into this Lease in reliance on the diligent and good faith cooperation of Tenant in the timely completion of Tenant's Construction Work, so as to ensure that the Premises are ready for Tenant's use when anticipated by Tenant. Tenant hereby covenants and agrees that it will cooperate with Landlord, diligently and in good faith, to complete the Tenant work process in a timely manner in accordance with the schedules established by Landlord.

1.7 Tenant understands dimensions to be shown in the plans and specifications for the Building, and in any leasing brochure, are approximate and may change due to field conditions.

2. Preliminary Design Consultant Decisions

2.1 Tenant will use the services of Tenant's architect, engineers and interior designers (collectively, "Tenant's Design Consultants") in designing Tenant's space plan for the Premises.

3. Preparation of Construction Documents

3.1 Landlord shall cooperate with Tenant in developing plans and specifications for Tenant's Construction Work, which plans and specifications shall be prepared by Tenant's Design Consultants. The plans and specifications for Tenant's Construction Work shall be subject to the prior approval of Landlord's own architect and engineers (which approval shall not be unreasonably delayed or withheld). All costs associated with the review and approval of the plans and specifications by Landlord's own architect and engineers shall be paid by Tenant, and such costs shall be applied against the Allowance to be paid by Landlord. Tenant shall contract directly with Tenant's Design Consultants and Tenant shall be solely responsible for payment of any fees and/or payments due to Tenant's Design Consultants (subject to Landlord's obligation to provide the Allowance). Tenant's architect and engineers must be licensed to practice his/her professional discipline in the state in which the Premises are located and shall be capable of providing stamped Construction Documents to local government officials for permit approvals. Tenant shall not suffer or permit any mechanic's liens or materialmen's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises in connection with fees due to Tenant's Design Consultants.

3.2 Tenant's architect shall submit Construction Documents for Landlord's approval. Landlord shall have fourteen (14) days to approve or deliver written comments regarding the Construction Documents to Tenant. The "Construction Documents" shall set forth in detail the requirements for construction of the Premises and shall include drawings and specifications that establish in detail the quality of materials and systems required for the Premises. The Construction Documents shall comply with local building codes, regulations and laws and include, without limitation, architectural, structural (if required), mechanical (heating, ventilating and air conditioning), fire protection, plumbing and electrical drawings and specifications. The Construction Documents shall be provided to Landlord in the following formats: two sets of drawings and one CD-ROM disk containing the drawings in the CAD format approved by Landlord.

3.3 Tenant shall be responsible to coordinate the efforts of Tenant's Design Consultants (including Tenant's interior designer, if any) with Landlord's architect and the project contractor to insure that no delays are caused to either the planning or construction of Tenant's Construction Work.

3.4 Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, from the acts or omissions of Tenant's Design Consultants in, on and around the Premises and the Building or arising from the services rendered by Tenant's Design Consultants. The foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

3.5 Within fourteen (14) days after Tenant's Construction Work is "substantially completed" (as certified by the Tenant's Architect pursuant to Section 6(c) of the Lease), Tenant shall cause Tenant's Architect to deliver to Landlord complete "as-built" drawings of Tenant's Construction Work. Such "as-built" drawings shall be delivered in the following formats: two sets of drawings and one CD-ROM disk containing the drawings in the CAD format approved by Landlord. Such plans shall become the property of Landlord but may be used only to maintain and operate the Building. Such plans may not be used in connection with the design of other suites without the written approval of Tenant and Tenant's Architect.

4. Completion of Premises

4.1 Tenant will use the services of Tenant's contractor ("Tenant's Contractor") in constructing the improvements in the Premises. Tenant shall contract with Tenant's Contractor. The parties acknowledge that Tenant will use Mercer Construction as Tenant's Contractor, and same has been approved by Landlord.

4.2 All work involved in completion of Tenant's Construction Work shall be carried out by Tenant's Contractor, at Tenant's expense (subject to Landlord's obligation to provide the Allowance), under the sole direction of Tenant's Architect (also known as the "Project Architect"). Tenant's Contractor must be licensed as a contractor to perform Tenant's Construction Work in the city, county and state in which the Premises are located. Tenant's Contractor must be approved in writing by Landlord prior to the commencement of Tenant's Construction Work. Tenant covenants not to begin the contractor bidding process for Tenant's Construction Work until the Construction Documents are approved by Landlord. Landlord shall cooperate with Tenant and Tenant's Contractor to promote the efficient and expeditious completion of such work. Tenant shall not suffer or permit any mechanic's liens or materialmen's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises in connection with fees due to Tenant's Contractor.

4.3 The Allowance shall be paid by Landlord to Tenant upon the satisfaction of all of the following conditions: (a) delivery to Landlord of signed lien releases from each of Tenant's contractors and subcontractors; (b) copies of all invoices marked "paid" or other evidence confirming the total amount paid for construction; (c) a company invoice, up to the amount of the Allowance; (d) delivery to Landlord of the "as-built" drawings for Tenant's Construction Work; (e) delivery of an assignment of construction warranties to Landlord by Tenant; and (f) Landlord's approval of the Premises after inspection.

4.4 Prior to commencing the construction of Tenant's Construction Work, Tenant shall deliver to Landlord evidence of the following insurance policies:

(a) Commercial General Liability - Bodily Injury/Property Damage (occurrence basis), \$1,000,000 each occurrence, or equivalent, subject to \$2,000,000 aggregate. This policy shall be on a form acceptable to Landlord, Tenant will require Tenant Contractor agreements to include Landlord as an additional insured, and state that this insurance is primary insurance as regards any other insurance carried by Landlord, and shall include the following coverage: Premises/Operations; Independent Contractors; completed operation for a period of two years following the date of the final completion of Tenant's Construction Work; Broad Form Contractual Liability; Broad Form Property Damage; and Personal Injury Liability with employees and contractual exclusions removed.

(b) All Risk Builder's Risk Insurance - Prior to commencement of Tenant's Construction Work, Tenant's Contractor shall obtain on a policy acceptable to Landlord, and thereafter at all times during the performance of Tenant's Construction Work maintain All Risk Builder's Risk Insurance insuring the interest of Landlord and Tenant's Contractor, as their interests may appear, set forth in the single policy, written on the completed value basis in an amount not less than the Construction Costs and all authorized change orders.

(c) Comprehensive Automobile Liability - Bodily Injury/Property Damage \$500,000 per occurrence, single limit. This policy shall be on a standard form written covering all owned, hired and non-owned automobiles. Tenant will require Tenant Contractor agreements to include Landlord as an additional insured and state that this insurance is primary as regards any other insurance carried by Landlord.

(d) Workers' Compensation. Tenant's Contractor shall maintain during the construction period, statutory workers' compensation insurance as required by applicable law and Tenant will require Tenant Contractor agreements which will provide for a waiver

of subrogation in favor of Landlord for all of Tenant's Contractor's employees or workers at the site of the work. In case any work is sub-contracted, Tenant's Contractor shall require all of its subcontractors or agents to provide workers' compensation insurance for all its employees.

(e) Umbrella Liability Insurance. Tenant's Contractor shall furnish umbrella excess liability insurance coverage on a policy acceptable to Landlord, providing coverage in excess of the limits specified above (except for workers' compensation). Such policy shall have the same inception and expiration dates as the underlying liability policies and coverage not less broad than those in the primary policies. Minimum limits shall be: \$2,000,000 each occurrence; and \$5,000,000 annual aggregate.

4.5 Tenant shall be responsible for the cost of repairing any damage to the Building core, shell and Common Areas caused by Tenant or Tenant's Contractor. Such repairs shall be made under the supervision of Landlord's architect.

4.6 Prior to commencing work, Tenant shall cause Tenant's Contractor to deliver to Landlord the Building Management and Contractor Agreement for Tenant Construction and Renovation (the "Access Agreement"), in the form attached hereto as Schedule 1, duly executed by Tenant's Contractor, governing access and security to the Building.

4.7 Tenant shall be solely responsible for making all payments due to Tenant's Contractor. In the event of a default by Tenant's Contractor, Tenant shall be solely responsible for payment of all construction costs to complete Tenant's Construction Work.

4.8 Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, from the acts or omissions of Tenant's Contractor or Contractors in, on and around the Premises and the Building or arising from the services rendered by Tenant's Contractor or Contractors. The foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

Schedule 1

The Access Agreement BUILDING MANAGEMENT and CONTRACTOR AGREEMENT for TENANT CONSTRUCTION and RENOVATION

Building Name: 713 Capital Regions Health Park ("Building")
 Building Address: 711-713 Troy Schenectady Road, Latham, New York 12110
 Building Owner: HTA – Region Health, LLC ("Landlord")
 Property Manager: Healthcare Realty Services, LLC ("Property Manager")
 Tenant Name: Rehabilitation Support Services, Inc. ("Tenant")
 Tenant's Suite or premises description: Suite 125 (the "Leased Space")
 Contractor Name: _____ ("Contractor")

CONTRACTOR HAS BEEN ENGAGED TO PERFORM CERTAIN IMPROVEMENTS TO THE LEASED SPACE IN CONNECTION WITH TENANT'S USE AND OCCUPANCY OF THE LEASED SPACE PURSUANT TO A LEASE AGREEMENT WITH LANDLORD. BY EXECUTING THIS AGREEMENT, CONTRACTOR AGREES TO (A) PERFORM CONTRACTOR'S WORK IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT, (B) REQUIRE ITS SUBCONTRACTORS, IF ANY, TO SIGN AND DELIVER TO LANDLORD AND PROPERTY MANAGER A DUPLICATE OF THIS AGREEMENT, AND (C) CAUSE ITS SUBCONTRACTORS TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

BUILDING ACCESS AND SECURITY:

1. Access to and use of existing facilities and site will be restricted and shall be under the direction and control of Property Manager. Property Manager must be notified at least 24 hours prior to commencement of construction. Contractor shall present Property Manager with a current Certificate of Liability Insurance covering its planned operations within the Building and a building permit for the work prior to the start of operations.
2. Contractor is to contact Property Manager if contact or scheduling with Building Security and Engineering is required. Landlord, in Landlord's sole discretion, may require that Building security be on duty during "after hours work" (as defined in Item 8 below). It will be necessary to have Building engineering present to coordinate any tie-in to existing Building systems. Contractor will pay the cost of after hour's security (if required by Landlord) and engineering.
3. All new door hardware shall conform to the Building standards. All door hardware not conforming to the Building standards shall be removed and replaced at Contractor's sole expense. Temporary construction change keys shall be employed during Contractor operations. Property Manager shall have a copy of all such keys so that access to all areas of the Building are available to Property Manager. Following completion of construction, Property Manager shall permanently key the space. Contractor shall deliver to Property Manager all construction change keys in its possession at that time.
4. Contractor shall consult with Property Manager about the use of Building utilities for construction use. Under no circumstances shall Building electrical service, water service, gas service or any other utility be used for construction purposes without the consent of Property Manager. Without such consent and approval by Property Manager, Contractor shall be responsible for providing all temporary utilities necessary for construction.
5. Contractor shall utilize the designated loading dock/delivery zone as necessary for loading and unloading of equipment and supplies, and shall promptly (within one hour) remove all vehicles from the delivery zone and park only in areas that have been designated for Contractor's use by Property Manager. All vehicles violating the above policy shall be towed at Contractor's expense.

Contractor shall enter the Building via the freight/service Building entrance and shall only utilize the elevator designated for Contractor use by Property Manager. Protective pads shall be installed and used in the elevator at all times during Contractor's use of the equipment. Contractor shall protect all Building core and shell flooring with 5 mill polyethylene sheets with an adhesive on one side.

6. If Contractor requires removal of exterior windows/doors to successfully move required materials/equipment into the Building, Contractor shall contact Property Manager in advance of such operations to gain its approval.
7. Contractor's designated representative shall check in and out with Property Manager on a daily basis.
8. Contractor shall schedule all after hours/weekend work with Property Manager 48 hours prior to arrival to perform such work. "After hours work" shall mean any work that will take place (a) prior to 7 a.m. or after 5 p.m. Monday through Friday or (b) on a weekend day or national holiday. (See item 12 below for rules regarding after hours work). Building Security will not permit after hours access to Contractor if such Contractor's work has not been properly scheduled, except that unscheduled access shall be permitted to correct circumstances which may threaten imminent danger to the Lease Space, the Building or the Building's occupants.
9. Landlord and Property Manager shall not be held responsible for loss, damage or theft of Contractor's tools, equipment, materials, supplies, etc.
10. A 24-hour telephone answering machine service or pager should be maintained by Contractor to allow for 30-minute reply time for request from Property Manager. Names and telephone numbers (including after-hours numbers) of Contractor's superintendent/foreman shall also be made available to Property Manager prior to start of the work.
11. Daily logs of employees, subcontractors, vendor, etc. working in the Building will be required from the Contractor, and must be available for Property Manager's review.
12. The following categories of work and such other categories as Landlord and/or Property Manager shall determine in the future shall be performed as "after hours work": access to an adjacent tenant suite to perform work; core-drilling, use of shot-driven pins, use of chipping hammers, use of any other tools or equipment that, in the opinion of Property Manager, produce excessive noise and/or vibration, any work that creates noxious fumes or odors in areas outside the Lease Space, any work involving utility taps, connections or the like which would interrupt services for existing tenants. If any Contractor operations, in the opinion of Property Manager, present a disruption to tenant services and operations, Property Manager shall contact Contractor and inform its to cease operations immediately. Contractor shall comply with this order and coordinate with Property Manager on resumption of activities. If any additional cost results from these requirements Contractor will be responsible for such cost.

SAFEGUARDS TO PREMISES AND PROPERTY:

1. Contractor shall take proper precautions to protect all existing operations and property with which its work comes in contact, or over which it must transport, hoist or move materials, equipment, debris, etc. Contractor shall repair, to Landlord's satisfaction, all damages caused by Contractor during construction. Contractor shall bear the sole burden for such costs.
2. Contractor shall coordinate all Fire Alarm System and Fire Sprinkler system related work with Property Manager. No Fire Alarm System or Fire Sprinkler System related work will be performed until proper steps have been taken to secure that false alarms will not sound, that adequate Building protection will be maintained, and that the proper agencies have been notified of Fire Safety System down time. Contractor also will coordinate with Property

Manager for the proper restoration of Fire Alarm Systems or Fire Sprinkler Systems to normal operation once work is complete. Under no circumstances shall Contractor leave the Building until all Fire Alarm Systems and Fire Sprinkler Systems affected by Contractor's work have been restored to normal operating status. Contractor shall take adequate steps to prevent false alarms or other unnecessary alarms that occur as a direct or indirect result of its work within the Building. This shall include protection of smoke detection devices from smoke, dust, and debris during construction, use of sweeping compound when sweeping floors to avoid dust, and proper precautionary measures taken when working around other alarm initiating devices such as pull stations, water flow detectors, and fire safety related power sources. All work that, for any reason, may activate the Fire Alarm System must be first reported to Property Manager so that appropriate measure may be taken to prevent a false alarm. Such work includes, but is not limited to, welding, sawing, sweeping, painting, soldering, brazing, etc. Contractor shall pay any fines or penalties levied by fire departments for false alarms caused by Contractor's negligence or failure to adhere to the requirements of this Agreement.

3. Contractor shall observe the following fire safety precautions at all times:
 - a. An approved fire extinguisher must be within reach of all welding/brazing work or other open flames.
 - b. Acetylene, oxygen, or other types of pressurized gas bottles must be in an upright position and strapped to an immovable object to prevent the bottle from falling.
 - c. When arc welding, protective shields must be placed around the work to shield others from eye damage.
 - d. Contractor shall not use frayed, damaged, or improperly rated power cords and shall not string power cords across walk areas.
 - e. No flammable liquids may be brought into the Building without Property Manager approval, or stored in the Building overnight.
 - f. Contractor shall maintain a one-hour rated separation between the area under construction and the rest of the Building at all times. Tenant demising walls and corridor walls shall serve this purpose.
4. During suite construction, the main entrance door to the Premises should always be left unlocked. Contractor is responsible for their own tools and materials.
5. At all hours that construction personnel are working within the Lease Space, the main door to the Leased Space shall remain unlocked. After construction has been completed for the day, Contractor shall secure the Leased Space and lock the main door.
6. Contractor shall not under any circumstances leave materials and/or equipment unattended in public Building areas.
7. Contractor is responsible for clearing all debris from the Building core and shell areas each evening.
8. Contractor is responsible for the supply, maintenance and changing of air duct pre-filters and VAV filters in the designated working area. At the end of construction after final cleaning Contractor is responsible to clean any return air ducts and the inside of the air handler serving the space where the work was performed.

STANDARDS AND CONDUCT:

1. Contractor is to provide to Property Manager, and pay all fees for all permits inspections, occupancy certificates, maintenance, and operations manuals, equipment warranties, and such other similar items necessary or resulting from the improvements to the Leased Space.

2. Should Contractor perform any work that does not comply with the requirements of applicable codes and standards, Contractor shall bear all costs of correcting such defects.
3. Contractor must maintain existing plumbing, heating, air conditioning, fire protection, and other existing systems, and must retain all existing functions in service except for scheduled disruptions. All such disruptions of system functions must be scheduled with Property Manager, at least 24 hours in advance. No unscheduled disruptions are services are allowed.
4. All work involving core drilling, spraying, or other functions that may cause disrupting noise, fumes, or odor, or result in necessary access to any occupied tenant space, must be approved by Property Manager and be performed after normal business hours or on weekends.
5. All penetrations of piping, duct work, conduits, etc. through walls, partitions, and floors shall be sealed to comply with applicable codes and Property Manager's satisfaction to maintain the integrity of Building's fire safety rating. Also, any openings in walls and partitions made by Contractor for access to construction work shall be patched and/or repaired to comply with applicable codes and maintain existing fire ratings and meet Property Manager's satisfaction. All core drills pieces are to be removed by Contractor.
6. It shall be the responsibility of Contractor to cooperate fully with other contractors working within the Building, if any, to keep the Leased Space in a clean and safe condition. At the end of each day's work, Contractor shall properly store all of its tools, equipment, and materials and shall clean up its debris from the Building core and shell. Contractor shall provide a final clean up of any job areas of the Building core and shell that were affected by the Contractor's work including walls, light fixtures, windowsills, counters, cabinets, floors, etc.
 - a. Temporary walk-off mats shall be provided by Contractor, as required, at all construction entrances to the Building. Polyethylene sheets a minimum 5 mill with an adhesive on one side shall be employed by Contractor to protect existing Building common area (lobbies and public corridors) flooring surfaces during construction operations.
 - b. Sweeping Compound will be used when sweeping to minimize and control dust. Failure to use sweeping compound will result in the mandatory halting of work as enforced by Property Manager.
 - c. Contractor is responsible for removing all construction debris from the site. The Building's trash container (dumpster) will not be used for construction debris. Contractor shall discuss a trash removal plan with Property Manager prior to the start of construction and obtain Property Manager's approval. Under no circumstance shall any of the shell Building exterior windows be removed to facilitate the installation of a trash chute without prior approval by Property Manager. Contractor must furnish a trash receptacle and locate it in a location that is acceptable with Property Manager. Contractor will be back-charged for unauthorized use for Building's trash facility.
 - d. Contractor should protect miniblinds/vertical blinds during construction. (This should be accomplished by either taking down the blinds or raising them to the top of the window and putting plastic over them.)
7. Contractor shall not utilize electrical/telephone rooms, mechanical rooms, or other unauthorized Building or parking areas for storage of tools, equipment, materials, supplies, etc.
8. Under no circumstances are public toilet facilities to be used. Contractor, in a location approved by Property Manager, will install approved facilities.
9. Contractor shall not lounge or eat in the Building lobbies, hallways, or stairwells. Breaks may be taken in either the assigned work area, or common areas such as a restaurant or snack bar. ALL TENANT SPACES ARE OFF LIMITS. TENANTS SHALL NOT BE DISTURBED.
10. Loud noises, radios, stereos, etc. are prohibited.

11. The use of tobacco, alcohol and drugs are prohibited in the Building.
12. Cursing, rough housing, leering and other objectionable conduct shall result in the immediate halting of work and expulsion of the responsible individuals from the Building.
13. Contractor shall notify the Property Manager at least 30 days in advance of completion of Contractor's work so that Property Manager may schedule and perform a final inspection.
14. Equipment installed by Contractor shall match all existing equipment in the Building (including, but not limited to, thermostats, mixing boxes, diffusers, lights, plumbing fixtures, doors and hardware, ceiling lay-in pads, VAV units).
15. Intentionally Deleted.
16. Landlord shall be named an additional insured on Contractor's insurance policy.
17. Contractor shall insure that all personnel on the job (including subcontractors) attend any mandatory in-service training required by the Property Manager.
18. Contractor shall comply with all applicable laws or regulations regarding safety, including without limitation, the Federal Occupational Safety and Health Act of 1970, as amended from time to time.
19. Cell phones and walkie-talkies shall not be used in the Building unless approved by Property Manager.
20. Contractor shall not clean any equipment in Building utility closets, restrooms, etc. Contractor, subcontractors, etc. shall not dump any material in hoppers, toilets or drains of any kind.
21. Contractor shall not use tools, ladders, lights, supplies, etc. owned by Landlord.
22. Contractor shall provide identification cards to all employees on the job site. Such identification shall be visibly worn at all times while on the site.
23. Contractor shall maintain on site MSDS information for any product used by Contractor or any subcontractor during the course of the work.

GENERAL PROVISIONS, RELEASE OF LIABILITY AND INDEMNITY:

Contractor agrees to thoroughly familiarize itself with all site conditions, limitations, and regulations. The work shall be performed with the absolute minimum of interference with Landlord's operation, and Contractor shall be subject to Property Manager's reasonable directions to enforce the same. Contractor shall use only authorized entrances, elevators, and storage areas as designated by Property Manager. Contractor shall secure and protect the work to be done hereunder and assume full responsibility for the condition thereof until finally accepted by Property Manager. Contractor shall be liable for any loss or damage to any work in place or any equipment or materials on the site caused by Contractor. Contractor shall provide adequate protection of all areas, and keep all areas of use clean and free of debris and unacceptable noise levels. Contractor shall provide for removal of all trash and debris on a daily basis and, if the area is not maintained, Property Manager has the right, with a 24 hour written notice, to employ its own forces to maintain the area and charge the cost to Contractor.

Contractor hereby forever releases and discharges Landlord and Property Manager and their respective agents, officers and employees (collectively the "Released Parties") from any and all liability that results from Contractor's presence and work in and around the Building. Contractor agrees to indemnify and save harmless the Released Parties from any and all fines, suits, claims, damages,

demands, losses and actions (including reasonable attorneys' fees and costs) for any injury to person or damage to or loss of property on or about the Building or the land on which the Building is located. Notwithstanding anything to the contrary herein, Contractor shall not be required to defend, indemnify or hold Released Parties harmless for any damage or loss caused by the negligence or willful misconduct of Landlord or the Property Manager or their employees and agents.

Name) CONTRACTOR: _____ (Print or Type Contractor's

By: _____

Print Name: _____

Print Title: _____

Date of signature: _____

ACCEPTED AND ACKNOWLEDGED BY PROPERTY MANAGER:

Healthcare Realty Services, LLC, as agent for Landlord

By: _____

Print Name: _____

Print Title: _____

Date of signature: _____

EXHIBIT "D"

Commencement Date Letter

Intentionally Deleted

Exhibit "E"

Prohibited Uses

- i. The operation of a practice whose principal business activity is the provision of one or more of the following services: Computerized Tomography (CT Scanner), Magnet Resonance Imaging (MRI), Nuclear Medicine, PET, Ultrasound and Mammography;
- ii. The operation of a free standing radiology facility or clinic or a hospital based radiology group practice;
- iii. The operation of a practice providing "Pediatric Autism Specific Services", which as used herein shall mean therapy services provided to autistic children under the age of nineteen (19), including, but not limited to Applied Behavioral Analysis Therapy ("ABA"), as well as any group developmental intervention services within the New York State's Early Intervention Program and other similar services.

EXHIBIT "F"

Rules and Regulations

1. No animals shall be kept in or about the Premises.
2. Tenant shall not use the water closets and other plumbing fixtures for any purposes other than those for which they were constructed, and shall not place any debris, rubbish, rags or other substances therein. All damage resulting from any misuse of the fixtures shall be borne by the Tenant whose servants, employees, agents, customers, contractors, subtenants, assignees, patients, invitees, or licensees shall have caused the same.
3. Tenant shall not place any furniture, equipment, records, trash or other objectionable material in the common areas other than in an appropriate refuse container.
4. Tenant or his employees shall not make or commit any indecent or improper acts while on the property or make any unseemly or disturbing noises or disturb or interfere with neighboring occupants of the Building or the Premises or those having business with them, whether by use of any musical instrument, radio, loud speaker, singing, or in any other way. Tenant or his employees shall not throw anything out of the doors or windows of the Premises.
5. The Premises shall not be used for the sale of merchandise in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind to persons who are not patients of the tenant.
6. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in the parking lot or for any injury sustained by any person in the parking lot.
7. The entry, corridors, and stairways shall not be obstructed by Tenant, nor used by Tenant for any purpose other than ingress or egress to and from Tenant's offices, nor must employees of Tenant loiter or congregate therein. The floors and windows that reflect or admit light into passageways in common areas shall not be covered or obstructed by Tenant.
8. Landlord reserves the right to make such other and further rules and regulations as permitted by the Lease.
9. Tenant shall not, without the written consent of Landlord, place a load upon any floor of the Building exceeding 80 pounds per square foot. Additional air conditioning, electrical or other facilities required in connection with the installation and operation of any computers or other large business equipment shall be made at Tenant's expense and only after obtaining Landlord's written consent. Tenant shall pay for the cost of electrical current required to operate computers and other large business equipment and for the cost of additional air conditioning necessitated by such equipment.
10. Tenant will not permit or suffer any signs, advertisement or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises or on windows or doors or on the adjacent street, except that directory boards and Premises identification signs shall be provided by Landlord. Signage on entry doors will be provided by Landlord consistent with signage standards within the Building.

11. In the event that Tenant should from time to time, or at any time, require heating or air-conditioning in the Premises after the hours specified in the Lease, Landlord agrees to provide the same to Tenant provided Tenant shall give Landlord at least 12 hours advanced notice of the need for after-hours heating or cooling. The charge for such after-hours heating and cooling shall be at a rate per hour determined by Landlord from time to time. Landlord may either publish such rates or will provide the same to Tenant upon request. All charges for after-hours heating and cooling requested by Tenant shall be additional rent under this Lease and due and payable with the next monthly installment of Rent.

12. Neither Tenant nor its employees, patients, contractors and/or other licensees or invitees shall obstruct, loiter or congregate in any common area of the Building, including, without limitation, any common area corridors, common area hallways, common area stairways and common area restrooms. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

13. Neither Tenant nor its employees, patients, contractors and/or other licensees or invitees shall use the common area corridors, common area hallways and common area stairways for any reason other than ingress and egress to and from Tenant's Premises. Tenant shall be responsible for enforcing compliance with this rule with respect to its employees, patients, contractors and/or other licensees or invitees.

14. Tenant, its employees, agents, patients and visitors shall not smoke in the Building nor within 100 feet of the Building entrances, exits, windows or vents, and shall comply with all applicable smoking laws.

EXHIBIT "G"

GUARANTY OF LEASE

Intentionally Deleted

C. Letters of Support (2026)

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

DEBORAH MURRAY
Executive Director

May 5, 2026

To Whom It May Concern:

I am writing this letter in support of Rehabilitation Support Services (RSS) Crisis Stabilization Center and the important role it would serve within the behavioral health continuum across the Capital Region.

As Executive Director of the Capital District Psychiatric Center, I oversee a state psychiatric hospital serving nine counties in the Capital Region, including Albany, Saratoga, Rensselaer, Schenectady, Warren, Washington, Greene, Columbia, and Schoharie counties. Our organization provides 110 inpatient psychiatric beds as well as a broad range of outpatient services, including clinic and residential programming. In addition, we operate a Crisis Intervention Unit, a community-based crisis assessment center that evaluates individuals who may be in need of inpatient psychiatric hospitalization.

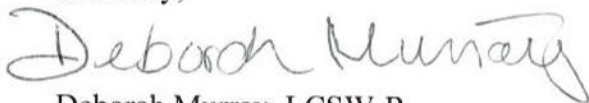
While some individuals assessed through our Crisis Intervention Unit require hospitalization, many can safely return to the community with appropriate support and connections to care. The proposed Crisis Stabilization Center through RSS would provide an important complement to these services, as well as to local emergency departments throughout the region.

A Crisis Stabilization Center would help alleviate pressure on hospital emergency rooms and reduce the burden on law enforcement by offering individuals in crisis a safe, therapeutic environment where they can be assessed, stabilized, treated, and reconnected with ongoing services and supports. This type of program is essential in helping individuals avoid unnecessary hospitalization and reducing the cycle of repeated emergency and crisis system involvement.

As a provider deeply engaged in community behavioral health services, we view this program as a valuable addition to the regional continuum of care. We strongly support the development of the RSS Crisis Stabilization Center and appreciate the longstanding partnership between our organizations. We look forward to continuing our collaboration with Rehabilitation Support Services as this new service expands access to access to care for individuals experiencing behavioral health challenges across varying levels of need.

Please feel free to contact me if additional information is needed.

Sincerely,



Deborah Murray, LCSW-R
Executive Director
Capital District Psychiatric Center

A FACILITY OF THE OFFICE OF MENTAL HEALTH



ST PETER'S HEALTH
PARTNERS

A Member of Trinity Health

315 South Manning Boulevard
Albany, New York 12208

ph [REDACTED]

sphp.com

5/11/26

To Whom It May Concern:

St. Peter's and Samaritan Hospitals are acute care hospitals that serves as a major referral center for Upstate, New York. As part of our daily work, we serve adults and children in need of psychiatric intervention, stabilization, and treatment services.

Over the past years at Samaritan Hospital, we have experienced an increasing number of patients in need of psychiatric stabilization services. This increase has resulted in increased wait times in our emergency room, service access issues and increased instances of workplace violence.

On a monthly basis, we perform on average 500 crisis evaluations for children and adults, in part due to the shortage of resources like the proposed Crisis Stabilization Center.

A Crisis Stabilization Center would provide relief for the Samaritan Hospital system, the only hospital in Rensselaer County. Many with less urgent emotional health crises will have an alternative for urgent care support, assessment and referral and linkage. Additionally, the dual license of this center would provide high reliability care for those with co-occurring disorders – both mental health and substance abuse. This Center would provide relief for not only overburdened hospitals but also offer an alternate receiving site for law enforcement as well.

Another opportunity for system improvement is how the Crisis Stabilization Center would also offer an alternative for some who have recently had an emergency room encounter and are seeking additional support to prevent a return to their local emergency room for less urgent support.

We look forward to the partnership already developing flourishing in the years ahead.

Sincerely,

Deb House

Clinical Executive, Integrated Care

May 18, 2026

To Whom it May Concern:

We are writing to express our strong support for the dually licensed (OASAS and OMH) Intensive Crisis Stabilization Center program for the Capital Region.

We support this innovative program for several reasons:

- The need is real! Individuals that receive services and support under this state issued model will reduce hospital visits, inappropriate community behaviors and provide a path toward treatment and stability. As the leader of one of the key partner agencies collaborating on this unique "behavioral health urgent care" model, we know what a unique opportunity lies ahead with this service improvement.
- In addition to offering uniquely qualified staff skilled in peer perspectives, childcare service approaches, crisis services and mental health care, we also know what an alternative this provides to individuals and those who care about them.
- This is time limited, voluntary 24-hour service offers a less restrictive, more capable service array than emergency departments and crisis units across the region
- Offering unique access and targeted collaboration to law enforcement also offers a new opportunity to police and to those who historically turn to them when in distress.
- The regional approach is both programmatically and financially balanced and reflects that consumers sometimes travel around our region.

We respect and applaud RSS's tireless and articulate advocacy for our field for many years and would be thrilled to know that you could add a letter of support to our most recent efforts to engage and educate the broader community.

If you have any questions, please do not hesitate to contact us at

POL 87(2)(a) - 2

POL

A handwritten signature in blue ink, appearing to read "William T. Gettman, Jr.", with a stylized flourish at the end.

William T. Gettman, Jr.
Chief Executive Officer



Champlain Valley Family Center

To Whom It May Concern,

Champlain Valley Family Center, located in Plattsburgh, New York, has been operating an Intensive Crisis Stabilization Center since September 15, 2025. Through this work, we have seen firsthand the tremendous value that a 24-hour behavioral health urgent care model brings to children, adults, families, first responders, healthcare systems, and the broader community. Based on our experience, we are writing in strong support of the development of an Intensive Crisis Stabilization Center in New York's Capital Region.

Our program was designed to provide immediate, compassionate, and clinically appropriate behavioral health support in a non-residential setting for individuals experiencing mental health or substance use crises. Far too often, individuals and families in crisis are left with limited options: lengthy emergency room waits, involvement with law enforcement when no crime has occurred, or fragmented referrals that delay care and worsen outcomes. Intensive Crisis Stabilization Centers help fill this critical gap.

One of the greatest strengths of this model is the ability to rapidly engage and stabilize individuals within a matter of hours while connecting them directly to ongoing supports and services. Rather than navigating a confusing and time-consuming search for care on their own, individuals and families are met by a multidisciplinary team prepared to respond immediately with compassion, expertise, and coordination.

Our staff includes professionals with diverse and highly specialized backgrounds, including mental health clinicians, substance use specialists, children's behavioral health experts, medical professionals, and peers with lived experience. This combination allows us to provide person-centered care that recognizes the complexity of behavioral health crises and treats individuals and families with dignity and respect.

We have also developed strong collaborative relationships with local law enforcement and first responders. Our center provides an effective alternative to emergency departments and incarceration for individuals whose primary needs are behavioral health-related. Law enforcement agencies have especially valued the ability to bring individuals directly to a safe and supportive environment with streamlined drop-off procedures and immediate clinical engagement. These partnerships have improved outcomes for individuals in crisis while also helping first responders return more quickly to their public safety responsibilities.

Since opening our Intensive Crisis Stabilization Center, we have received overwhelmingly positive feedback and strong support from a broad range of community stakeholders, including local law enforcement agencies,

Champlain Valley Family Center
11 Dormitory Drive
Plattsburgh, NY 12901
Phone: **POL 87(2)(a)**

hospital systems, school districts, primary care providers, and community-based organizations. These partners have consistently expressed appreciation for having a reliable, responsive, and clinically appropriate option for individuals and families experiencing behavioral health crises. Law enforcement and emergency responders have especially valued the ability to connect individuals quickly to care in a safe and therapeutic setting, while local hospitals have recognized the center's role in reducing unnecessary emergency department utilization and improving continuity of care. Schools and primary care offices have similarly praised the accessibility of the program and the ability to rapidly connect children, adolescents, and families to meaningful support during times of acute need. The collaborative relationships that have developed across our region have reinforced the important role crisis stabilization services play within a strong and effective continuum of community care.

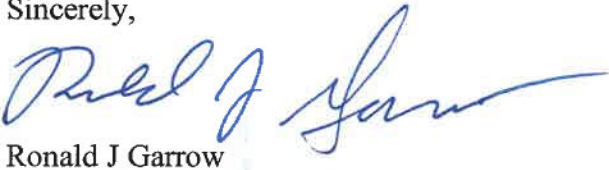
Importantly, the availability of a dedicated crisis stabilization option has reduced reliance on hospital emergency rooms and higher levels of care that are often less appropriate for behavioral health crises. Emergency departments play a vital role in our healthcare system, but they are frequently overcrowded and not designed to provide the specialized behavioral health interventions many individuals need. Crisis stabilization centers offer a more therapeutic, trauma-informed, and recovery-oriented environment that can better meet those needs while reducing unnecessary hospital utilization.

In our experience, this model has strengthened the entire continuum of care within our region. It has improved access, enhanced coordination among providers, supported families during moments of acute distress, and created better outcomes for individuals who may otherwise have gone unserved.

For these reasons, we strongly support efforts to establish an Intensive Crisis Stabilization Center in the Capital Region. This type of investment represents an important advancement in behavioral healthcare and community crisis response, and we believe it will provide substantial and lasting benefits to the region and the people it serves.

Please feel free to contact us if additional information would be helpful.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronald J. Garrow", is written over a light blue horizontal line.

Ronald J Garrow

ICSC Program Director

Champlain Valley Family Center
11 Dormitory Drive
Plattsburgh, NY 12901
Phone: POL 87(2)(a)

May 5, 2026

To Whom it May Concern:

I am writing today in support of RSS's proposed new dually licensed (OMH and OASAS) behavioral health urgent care for children and adults. The model's offering of the unique expertise of people with lived experience, credentialed substance abuse counselors, licensed mental health professionals, childcare experts, psychiatric nurses and prescribers will allow people to access short term de-escalation, assessment and treatment linkage in a matter of hours.

Police and emergency departments are struggling to manage the large numbers of community members including children and the elderly with such severe substance use disorder and mental health that they are disruptive in our schools and in our community. Many of those struggling will not be arrested and do not need the very expensive level of care provided in emergency departments. Most emergency departments are not equipped to quickly diagnosis and treat SUD or MH, so community members and families are left to connect to longer term services on their own.

The capital region needs effective 24/7 easy access to mental health and substance use disorder care that provides assessment, crisis descalation and in some cases lifesaving medications. The proposed model will provide safety and care including connections to longer term treatments and support to prevent future crisis events.

The center will provide police departments unique, dedicated access and the opportunity to get people off the street and into care without arrest or dropping them off at the ER where they may be released and back on the street with no plan of care in place.

This small but well-designed center will provide intervention to reduce the impact of MH and SUD in our community including our vulnerable youth and elderly. Hospitalizations and incarcerations will be prevented thus saving time and money for the legal system and our strained EMS system. The care will be substantially less expensive than repeated ER visits.

As the CEO of a substance use disorder treatment program that services 700+ people currently including; walk in assessments and medications including methadone. We see firsthand every day how easy access and professional care saves lives and prevents crisis events. The concern is our program does not operate 24 hours a day. The proposed center will be there for our community at all times. I have no doubt the center will impact child abuse and domestic violence along with overdose deaths by providing easy access to treatment, referral and support for our families.

Sincerely,



Laura Combs, LCSW-R, Advanced CASAC-G, CPP

Chief Executive Officer [REDACTED] POL 87(2)(a) - 2

728 State Street, Schenectady, NY 12307

www.newchoicesrecovery.org



**RENSSELAER COUNTY
DEPARTMENT OF MENTAL HEALTH**

Steven F. McLaughlin
County Executive

Katherine G. Alonge-Coons LCSWR
Commissioner

May 11, 2026

RSS via William Dickson, Community Liaison

To Whom it May Concern,

The Rensselaer County Local Government Unit has tracked data for a number of years which supports the over reliance upon Emergency Department based Crisis Evaluations for persons of all ages. In fact, for the past 4 years a Task Force has been working to decrease the number of children and youth seeking Mental Health Crisis Evaluations at the Samaritan Hospital, Troy, Emergency Dept/Crisis Unit. This project has achieved promising results, and has indicated a number of children and youth from outside of the county utilize this location for crisis evaluations. The Intensive Crisis Stabilization Center will provide another opportunity to support children, youth, and families without relying upon the Emergency Dept.

Many adults who access the services of the Emergency Department based Crisis Unit, have not required inpatient admission and return to the community. The Intensive Crisis Stabilization Center will function as a "mental health/addiction urgent care" providing an alternative for lower acuity Mental Health Crisis support.

Since the original RFP was issued by NYS OMH for the development of a Capital Region Intensive Crisis Stabilization Center, the continuum of care in Rensselaer County has been working to initiate linkages between all services and RSS in anticipation of utilizing the new service. Though regionalized, it is the belief of the Local Government Unit that relief may come to the Emergency Department, as those with urgent need may be routed to the Stabilization Center; and those with truly emergent need will be served at the Emergency Dept.

The Intensive Crisis Stabilization Center has the potential to decrease demand on the Emergency Department for persons experiencing Mental Health distress thus benefiting the entire community.

Thank you for your consideration in the development of the Intensive Crisis Stabilization Center.

Respectfully,

A handwritten signature in cursive script, reading "Katherine G. Alonge-Coons".

Katherine G. Alonge-Coons LCSWR
Commissioner of Mental Health – Rensselaer County

"Providing quality care to empower and help all persons."



May 18, 2026

Re: Letter of Support for ICSC at Rehabilitation Support Services, Inc. (Capital Region)

To Whom It May Concern,

We appreciate the opportunity to provide support for Rehabilitation Support Services, Inc. and their efforts to establish and expand Intensive Crisis Stabilization Center services in the Capital Region.

We have had the opportunity to observe firsthand the value and impact of the Intensive Crisis Stabilization Center model through our operation of the ICSC at Helio Health for the last two and a half years. These programs serve as a critical resource for individuals experiencing behavioral health and substance use crises, while also providing meaningful support to hospitals, emergency departments, EMS, law enforcement, and the broader community.

Since implementation, our ICSC has become a trusted and collaborative community partner. We have developed strong working relationships with local law enforcement agencies and first responders, who regularly rely on the program as an appropriate alternative to emergency departments and incarceration for individuals in crisis. The model has enhanced coordination across systems, improved access to timely behavioral health care, and created opportunities for earlier intervention and stabilization.

Importantly, programs like the ICSC help address longstanding service gaps by providing individuals with compassionate, trauma-informed care in the least restrictive setting possible. This approach benefits not only the individuals being served, but also the larger community by reducing strain on emergency services and improving overall system responsiveness.

While new behavioral health initiatives can sometimes generate questions or concerns during implementation, our experience has shown that ongoing community education, transparency, and strong partnerships lead to greater understanding and support over time. In our region, the ICSC has proven to be a valuable and welcomed resource.



Based on our experience, I strongly support efforts to expand access to this model of care and believe Rehabilitation Support Services will provide an important service to the Capital Region community.

Sincerely,

Tania Lyons
Senior Service Director- Crisis Services and Supports
Helio Health, Inc.
329 North Salina St.
Syracuse, NY 13204



To Whom It May Concern,

May 22, 2026

On behalf of Stewart's Shops, I am writing to express our strong support for the development of the Intensive Crisis Stabilization Center (ICSC) sponsored and administered by Rehabilitation Support Services (RSS).

As a regional employer serving thousands of customers daily across New York State, we see firsthand the growing need for accessible, timely mental health and substance use support. Our partners (employees) frequently engage with individuals in our communities who experience mental health or substance use challenges and would benefit from immediate support. The ICSC represents a critical and innovative solution to address this demand, particularly for individuals who need short-term stabilization but may not require emergency room care.

From an employer perspective, access to "bridge" mental health services is essential. Many of our partners face challenges securing and maintaining regular appointments with clinicians due to high demand and limited availability. The ICSC will allow individuals to receive support during times of acute stress or crisis, helping them stabilize and continue to function both at work and in their daily lives.

In addition to its direct impact on individuals, the ICSC will have meaningful benefits for the local economy. A workforce that has access to timely mental health support is more stable, productive, and engaged. By helping employees maintain their well-being, the center supports workforce retention, reduces absenteeism, and strengthens the overall reliability of essential industries such as retail, food service, and healthcare. This type of infrastructure is critical to sustaining a healthy local economy.

The proposed location on Troy Schenectady Road is particularly well-suited for this use. Its proximity to public transportation and its central location within Albany, Schenectady, and Rensselaer Counties will make the center more accessible to individuals across the region, ensuring that those in need can reach services quickly and reliably.

Additionally, the ICSC offers an important alternative for first responders. By providing a safe, appropriate setting for individuals experiencing non-emergency mental health or substance use crises, the center can help reduce unnecessary reliance on hospital emergency departments. This not only improves outcomes for individuals in need but also alleviates strain on local healthcare systems and emergency services, allowing those resources to remain focused on true emergencies.

Stewart's Shops is committed to supporting the well-being of our employees, customers, and the communities we serve. We believe the Intensive Crisis Stabilization Center will be a valuable asset in strengthening both the behavioral health infrastructure and economic vitality of our region.

We are proud to support this initiative and encourage its advancement.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Kiesow". The signature is fluid and cursive, with the first name "Chad" and last name "Kiesow" clearly distinguishable.

Chad Kiesow
President – Stewart's Shops



ALBANY MEDICAL COLLEGE

ALBANY MED Health System

Emergency Medicine

OFFICE OF THE CHAIRMAN
DEPARTMENT OF EMERGENCY MEDICINE

May 26th, 2026

To Whom it May Concern,

I am writing to offer my strong support for the development of the Capital Region's Intensive Crisis Stabilization Center (ICSC), proposed by the efforts of Rehabilitation Support Services, Inc. (RSS) and their partner agencies. As the Chair of Albany Med's Department of Emergency Medicine, I have observed the urgent need for a community-based, timely alternative to traditional emergency services for people experiencing behavioral health crises. The ICSC model — designed to function as a behavioral health urgent care — is a thoughtful, evidence-informed response to that vital need.

Program design and licensing. The ICSC is uniquely licensed by both the New York State Office of Mental Health (OMH) and the New York State Office of Addiction Services and Supports (OASAS). This dual licensing reflects the program's integrated approach to mental health and substance use challenges and ensures regulatory alignment with both systems of care. The site will provide age-appropriate and distinct service settings for children and adults within the same facility, allowing tailored, developmentally appropriate care while preserving operational efficiencies.

Services and staffing. The ICSC is a 24-hour, non-residential stabilization program staffed and supported through multiple community partnerships. Onsite personnel will include individuals with lived experience, credentialed alcohol and substance abuse counselors, licensed mental health clinicians, psychiatric nurses, psychiatric nurse practitioners, and psychiatrists. This multidisciplinary team is equipped to engage, de-escalate, assess, and plan with people experiencing a range of situational crises, substance use challenges, and urgent mental health concerns. Visits are intended to be short-term — measured in hours rather than days — focused on stabilization, treatment referral or reengagement, and linkage to ongoing services.

Community and law enforcement coordination. The ICSC includes a unique commitment to regional law enforcement through designated drop-off procedures and a dedicated access point for police agencies and the individuals they encounter. These protocols are designed to streamline safe, timely transfers and reduce reliance on emergency departments and jail settings for behavioral health crises. Local stakeholders — including neighborhood groups, schools, health providers, and faith-based organizations — have expressed support and are prepared to collaborate on outreach, referral, and follow-up.

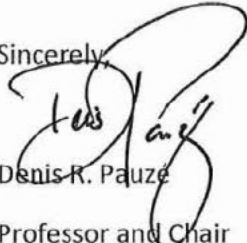
Impact and sustainability. By offering a voluntary, welcoming alternative to overwhelmed emergency services, the ICSC will reduce pressure on hospital emergency departments and create a more appropriate, humane pathway for people in emotional distress. The program's combination of clinical expertise, peer support, and coordinated referral pathways positions it to produce measurable improvements in crisis outcomes, service engagement, and system capacity. The project team has demonstrated the capacity to manage complex operations and has identified realistic metrics for success and strategies for sustaining services through partnerships and diversified supports.

As a partner to your Department and to the broader community of human service providers, I strongly endorse the Intensive Crisis Stabilization Center and recommend that it receive the necessary funding and institutional support. I am confident the ICSC will strengthen our regional behavioral health system, improve outcomes for children, adults, and families, and serve as a model for compassionate, effective crisis care.

This is supported by our Department of Psychiatry and our Social Workers. We would be happy to meet in person or virtually to give further detail on how important this is to the people in our community.

Please feel free to contact me if you would like additional information or if I can speak with your review committee on behalf of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis R. Pauze", written over the printed name.

Denis R. Pauze

Professor and Chair

Department of Emergency Medicine

Albany Medical College

I am writing to express my strong support for the development of the Intensive Crisis Stabilization Center (ICSC) in the Capital Region.

Through both my professional work and lived experience in the behavioral health and recovery community, I have seen firsthand the critical gaps that exist when individuals are in crisis. Too often, those facing mental health or substance use challenges are left with limited options—typically an emergency room, law enforcement involvement, or no care at all. While these systems play an essential role, they are not always equipped to provide the timely, specialized, and compassionate care that individuals in crisis truly need.

The ICSC represents a meaningful and necessary advancement in addressing this gap. A “behavioral health urgent care” model creates a more appropriate and effective pathway for individuals to access immediate support. The ability to assess, stabilize, and connect someone to ongoing care within hours—rather than cycling through emergency departments or facing unnecessary hospitalization or incarceration—has the potential to significantly improve outcomes.

Equally important is the multidisciplinary approach this model offers. A team that includes individuals with lived experience, mental health clinicians, Credentialed Alcohol and Substance Abuse Counselors, psychiatric nurses, and prescribers ensures care is not only clinically sound, but also empathetic and person-centered. That combination is essential for engaging individuals who might otherwise fall through the cracks.

From both a human and systems perspective, the impact is clear. This type of center can reduce strain on emergency services, decrease unnecessary hospital utilization, and provide law enforcement with a more appropriate alternative when responding to behavioral health crises. It strengthens the overall system while improving individual outcomes.

Most importantly, it expands access to care. When individuals know there is a place they can go—quickly, safely, and without stigma—they are far more likely to seek help before a situation escalates. Early intervention changes trajectories. It saves lives, strengthens families, and builds healthier communities.

I strongly support this initiative and believe the Intensive Crisis Stabilization Center will be a critical addition to the continuum of care in our region. It reflects the kind of forward-thinking, collaborative approach needed to meet the growing behavioral health needs of our community.

Thank you for the opportunity to share my support.

Sincerely,

Dan Whelan, CASAC, CRPA

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
POL 87(2)(a) - 2	Family Court Act Section 381.3 – JV arrest	4, 5, 7-9, 11-16, 22, 39-42, 79, 81, 114-117, 119, 144-150, 158-161, 186, 188, 254-259, 268-270, 287, 290, 291, 299-301, 310, 311, 314-316, 318-322, 340, 342, 345, 347-349, 351-358, 364, 381-384, 387, 389, 391, 392, 465-473, 475-477, 523, 525-532, 534-535

July 24, 2026

Chair and Board Members
Town of Colonie Zoning Board of Appeals
Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

Re: Rehabilitation Support Services, Inc. (RSS)
Proposed Intensive Crisis Stabilization Center (ICSC)
711–713 Troy-Schenectady Road, Latham, New York

Dear Members of the Zoning Board of Appeals:

This letter is supplementary to the appeal of RSS filed with the Town in this matter on June 2, 2026. We acknowledge that the initial submission is of considerable size and a lot to digest, but it is necessary that RSS's passion for and commitment to the establishment of a Capital District ICSC be fully documented. To focus your review please reference the accompanying Timeline of RSS's actions in pursuit of the project abstracted from William Devita's affidavit at Exhibit "A".

While a substantial basis exists for the ZBA to grant RSS's application for a use variance¹, given RSS's multifaceted, substantial and continuous pursuit of the Capital District ICSC from its inception, we offer a straightforward and legally sound alternative way to resolve this appeal: simply recognize that RSS acquired a right to proceed with this project that vested before application by the Building Department of the 2025 zoning amendments to deny RSS's building permit application. The ZBA has the authority, and given our well established facts, should overturn the building permit denial on the basis that RSS obtained vested rights to proceed with the project under the 2024 zoning law that was in effect when the original Commercial Zoning Verification (CZV) was issued in March 2024. In practical terms, recognizing those vested rights means reversing the denial, directing that the requested building permit be issued and allowing construction of the Capital District ICSC to proceed under the 2024 zoning law. Upon completion of construction and satisfaction of the ordinary health, safety and building-code requirements applicable to any permitted medical facility, RSS should likewise be allowed to obtain the necessary certificate of occupancy and commence operations.

The legal basis for granting this appeal is clear. Under Town Law § 267-b(1), the ZBA may reverse or modify the Building Department's denial and make the determination that should have been made. That authority includes deciding whether RSS acquired vested rights before the

¹ The purpose of this letter is to highlight a pathway to resolve the pending matter without the necessity of a zoning variance. Nothing provided herein is intended to waive that portion of the appeal application that establishes the applicant's right to a use variance.

later zoning restrictions were applied. *Matter of Estate of Kadin v. Bennett*, 163 AD2d 308, 309 [2d Dept 1990]. Vested rights arise when an applicant materially changes its position and incurs substantial obligations and expenses in good-faith reliance upon governmental permission, such that the municipality's later action would cause serious loss and render the project-specific work essentially valueless. *Town of Orangetown v Magee*, 88 NY2d 41, 47–48 (1996). Because the doctrine is equitable, there is “no fixed formula”. Each case must be decided on its own facts. *Matter of Cobleskill Stone Prods., Inc. v Town of Schoharie*, 169 AD3d 1182, 1186–1187 (3d Dept 2019).

Nor is a final building permit the only governmental action capable of supporting vested rights. In *Glacial Aggregates LLC v Town of Yorkshire*, 14 NY3d 127, 136–137 (2010), the Court of Appeals focused on the applicant's reliance upon “unqualified Town permission” and held that expenses incurred through a separate State regulatory process could also be considered. That reasoning applies directly here, where RSS was required to proceed through both the Town's land-use process and an extensive, site-specific OMH/OASAS certification process.

Thus, under New York law, vested rights arise when a property owner or lessee, acting in reasonable reliance upon a legally issued approval, undertakes substantial commitments, incurs substantial expenses, and materially advances a project in furtherance of the approved use. RSS satisfies each of these elements. After receiving a favorable CZV confirming that the proposed continuously operating medical facility was a permitted use, in reliance thereon and upon a continuous course of Town and State action, RSS entered use-specific lease obligations, completed site-specific State review, prepared detailed permit drawings, negotiated construction arrangements, purchased furniture, fixtures, and equipment at OMH's direction, and commenced demolition under a Town-issued permit. The record establishes at least \$169,459.44 in direct, site-specific expenditures, apart from RSS's lease obligations, staff time, State-certification work, and years of organizational effort.

The Town must not issue a zoning verification, allow RSS's reliance to deepen, and then apply later-enacted zoning restrictions to derail the very project it allowed to advance. That is precisely the inequity the vested-rights doctrine exists to prevent. While the Town's February 2025 zoning amendments created a new land-use category for "Crisis Intervention Centers" and prohibited that use within the CO-R zoning district, the circumstances strongly suggest the amendments were intended to regulate future crisis centers rather than invalidate projects already approved under the prior zoning framework. The Town had full knowledge of RSS's project, issued the March 2024 CZV, maintained that approval in its records well after the amendments were enacted, and remained in direct communication with RSS regarding the development. These facts support the conclusion that the Town acted in its authority to enact laws that broadly legislate future uses rather than unlawfully use legislation to attempt to thwart a specific individual or organization's current use, which is not a permitted use of the zoning power under New York State law.

It is of utmost importance to understand that the relief requested is narrow. RSS is not asking the ZBA to invalidate Local Law Nos. 2, 4, or 5 of 2025 or prevent their application to

future projects. RSS asks only that those later restrictions not be applied to this State-approved, Town-verified, leased, designed, and substantially advanced Project. The ZBA can grant that relief without deciding the broader State and federal issues otherwise implicated by the Building Department's building permit denial. It need only recognize RSS's vested rights, reverse or modify such denial, and direct the issuance of the permits necessary for this important healthcare project to proceed.

The modest scale of the ICSC leasehold should factor into the Board's consideration. The Capital Region Health Park contains approximately 250,000 square feet of largely medical facilities. RSS proposes to occupy only Suite 125, consisting of approximately 3,870 rentable square feet, less than two percent of the existing medical-office complex. The remaining work sought under building permit consists solely of interior tenant improvements required for state licensure within an existing medical office complex. The project does not involve new construction, expansion of existing structures, or any material change in the property's longstanding medical office use. Any required building permits serve only to ensure compliance with applicable building and fire safety codes.

Most importantly and make no mistake, an ICSC is a medical service. It is a voluntary, non-residential, State-regulated behavioral-health urgent-care program. It is to be staffed by the clinical and licensed medical professionals required of such facilities. See attached staffing profile at Exhibit "B". Mental-health care is healthcare, and this medical service belongs in an existing medical-office complex. It is not a shelter, halfway house, residential treatment facility, correctional facility, or unregulated drop-in center, the latter of which appears to be the fundamental misapprehension behind the definition change, zoning district reallocation, and use restrictions of the 2025 zoning amendments.

To the contrary. The patients to be served by the ICSC are likely to be among those persons routinely encountered at such centers operating elsewhere in the state. See the attached examples, any one of whom may seem familiar at Exhibit "C". Specifically refer to the infographic provided by People USA presenting actual outcomes from the Ulster County Crisis Support Center and Dutchess County Stabilization Center. The value of such facilities to first responders is clearly evidenced by the included letter from Police Officer Bridget E. Topping of the Suffolk County Police Department explaining the public-safety benefits of the D.A.S.H. Crisis Stabilization Center attached as Exhibit "D". It is noteworthy that the Suffolk County PD has its own Behavior Health Section, an increasing need readily recognized by Colonie Police and EMS and other local agencies.

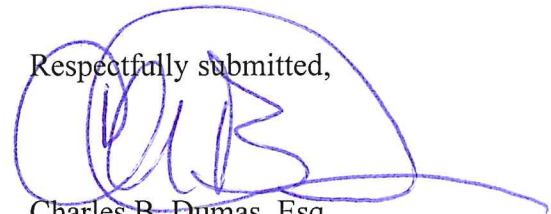
These materials show that crisis stabilization centers work. They serve thousands of adults and children, provide first responders with an alternative to arrest or emergency-room drop-off, and return the overwhelming majority of persons served safely to their homes and communities. It is a proven healthcare model operating successfully across New York.

Although the Town unquestionably possesses broad authority to amend its zoning code in furtherance of legitimate land-use objectives,² that authority does not permit it to deprive an applicant of vested rights that have already attached. Here, RSS reasonably relied on the Town's determination that the proposed use was permitted by executing a lease, undertaking the State licensing process, expending substantial financial resources, and materially advancing the project. Having induced that reliance, the Town cannot now retroactively apply later-enacted legislation to defeat those rights. Moreover, applying the amendments to deny essential care to a protected class of individuals could implicate federal and state discrimination laws. Those broader issues need not be reached here, however, because the ZBA can resolve this matter on the narrower ground of RSS's vested rights and permit this necessary medical service to proceed.

What must be obvious by the record and the foregoing is that establishing a licensed medical facility of any kind requires considerable forethought and immeasurable effort, particularly that state licensed crisis stabilization center sought by RSS at Capital Region Health Park. Certainly, any such facility will not be one of private enterprise, rather a publicly funded initiative requiring compliance with the oversight and rubrics of the governmental sponsor in its establishment and operation. Given this reality and the strictures of the 2025 zoning amendments, it is highly unlikely that there would be another ICSC sought by any proponent anywhere in the Town making RSS's proposed ICSC all the more important to the health care fabric of the community.

Accordingly, RSS respectfully requests that the ZBA determine that RSS acquired a legally protected vested right to complete and operate the ICSC before the February 2025 zoning amendments became effective and that the project must therefore be permitted to proceed under the 2024 zoning regulations and thus, a building permit issue pursuant RSS's application submitted December 22, 2025.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. B. Dumas', enclosed within a large, loopy blue oval.

Charles B. Dumas, Esq.
Member of the Firm

Enclosures

cc. William Devita
Michael Paulsen, Esq.

² Paraphrasing the Town's 2019 Comprehensive Plan: Ongoing Goal under the heading Services and Resources: 'Maintaining the Town's community and public safety services for youth, seniors and the public at large...in coordination with surrounding municipalities...locating them as needed' [Page 26].
{LG 00962821 1 }

Timeline:

RFP Process, Project Award, Funding Procurement, Program Certification:

1/28/2022: Initial OMH/OASAS Request for Proposals
5/19/2022: RSS submission in response to initial RFP
11/4/2022: Revised OMH/OASAS Request for Proposals
1/17/2023: RSS Submission in response to Revised RFP
2/21/2023: ICSC award letter from OMH/OASAS
2023: OMH/OASAS contract and spending approvals
2023: Contemporaneous RSS program and facility development for certification
2/12/2024: Albany County LL "A" introduced

RSS Project Execution:

2023-2024: RSS investigates possible ICSC locations in Latham area and has preliminary discussions with leasing agents of Capital Region Health Park
2/6/2024: RSS identifies Capital Region Health Park as preferred location to OMH
3/28/2024: Commercial Zoning Verification applied for and approved
5/13/2024: Albany County LL "A" enacted
7/9/2024: OMH approval to proceed with development of ICSC at 711/713 TS Road
July-Sept: Floor Plan Design and Lease negotiation
10/3/2024: RSS meeting with Supervisor Crummey
12/23/2024: RSS enters into lease for Suite 104
1/21/25: Commissioner Giordano notification under LL "A"
2/27/2025: Colonie Town Board amends Zoning Code, LL 2, LL 4, LL 5
6/11/ 2025: OMH notifies RSS of the need for additional space
Aug-Sept: Floor Plan Revision and Lease Negotiation
9/25/2025: RSS enters into new lease for Suite 125
11/5/2025: RSS Zoom meeting with Andris Blumbergs re. change of tenant app process
11/19/2025: Mercer application for Building Permit for tenant fit up
11/20/2025: Commercial Zoning Verification approved
12/11/2025: Building Permit issued for interior demolition
12/22/2025: Detailed floor plans and architect's certification submitted to Building Dept.

3/9/2026: Resubmission of application for Commercial Zoning Verification
3/10/2026: Disapproval of application for Commercial Zoning Verification
4/16/2026: Notification of denial of Building Permit
6/2/2026: Submission of appeal from denial of Building Permit

Clinical and Professional Staffing

Licensed Clinical Social Workers (LCSWs) and Licensed Mental Health Counselors (LMHCs)

Licensed clinicians provide assessments, counseling, care planning, and support to help individuals navigate emotional and behavioral health challenges. They work with individuals and families to identify needs, develop goals, and connect people with community resources and ongoing services.

Registered Nurses (RNs)

Registered Nurses support the health and wellness needs of individuals receiving services. They conduct health screenings, administer medications as prescribed, monitor overall well-being, and help coordinate care with other healthcare providers.

Psychiatrists and Psychiatric Nurse Practitioners

Psychiatric providers evaluate behavioral health concerns, provide diagnostic assessments, prescribe and manage medications when appropriate, and help guide treatment planning. They work closely with the broader care team to ensure individuals receive appropriate and personalized support.

Credentialed Alcoholism and Substance Abuse Counselors (CASACs)

CASACs provide education, counseling, and recovery-focused support for individuals experiencing substance use concerns. They help individuals understand treatment options and connect with appropriate community-based resources and supports.

Certified Peer Specialists

Peer Specialists use their own lived experience with recovery to provide encouragement, mentorship, and practical support. They help individuals build confidence, navigate services, and remain engaged in their recovery goals.

Medical Director

The Medical Director is a licensed physician who oversees the medical and psychiatric services provided by the center. The Medical Director helps ensure high standards of care, supports clinical staff, and oversees compliance with New York State requirements.

Likely ICSC Patients

- A new parent experiencing increased stress, anxiety, or emotional challenges following the birth of a child.
- A teenager struggling with depression, anxiety, school-related stress, or significant life changes.
- An individual coping with the effects of trauma or a difficult life event.
- A person navigating challenges related to identity, family relationships, or social acceptance.
- An older adult experiencing grief, loneliness, or emotional distress following a major life change.
- An individual whose anxiety, depression, or stress has become difficult to manage without additional support.
- Someone experiencing a behavioral health concern who would benefit from short-term stabilization and connection to ongoing community resources.
- An individual seeking support before a situation escalates to the point of requiring emergency room services or hospitalization.
- A college student struggling with the transition to independent living and feeling overwhelmed by stress or anxiety.
- A parent balancing work, childcare, and family responsibilities who is experiencing significant emotional strain.
- An individual coping with the loss of a loved one and experiencing difficulty managing day-to-day responsibilities.
- A veteran adjusting to civilian life and seeking support during a challenging period.
- A caregiver experiencing burnout while supporting an aging parent, spouse, or family member.
- An adolescent dealing with bullying, peer conflicts, or social pressures that are affecting their emotional well-being.
- An individual experiencing increased stress following a divorce, separation, or significant relationship change.
- Someone facing financial hardships, housing instability, or other life challenges that are impacting their mental health.
- An employee whose stress, anxiety, or emotional concerns have begun to interfere with work and daily functioning.
- An older adult adjusting to retirement, isolation, or major life transitions.
- A young person navigating identity development, family dynamics, or social challenges and in need of additional support.
- An individual who is feeling overwhelmed by multiple life stressors and would benefit from short-term support and connection to ongoing services.
- A person experiencing emotional distress following a traumatic event, accident, natural disaster, or community crisis.
- An individual whose family, healthcare provider, school, or community support system believes would benefit from additional short-term behavioral health support.
- Someone who needs a safe, supportive environment to regain stability and develop a plan for ongoing care and recovery.

CRISIS CENTERS

BEST PRACTICES FOR CRISIS CARE: SOMEWHERE TO GO

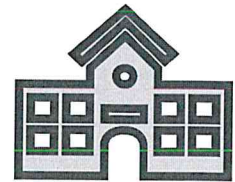


Law Enforcement Officers have somewhere safe to bring individuals as an alternative to hospitals, to arrests, or to leaving an individual in crisis

1174 *Law Enforcement Referrals*

1089

Youth Guests



Youth are often referred by schools or community providers for assessment, avoiding unnecessary and traumatizing trips to the emergency room.



7065
VISITS

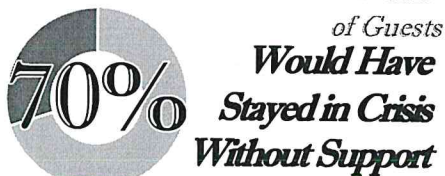


3693
INDIVIDUALS



8652
COMMUNITY
REFERRALS

If Crisis Centers weren't available



A crisis center offers individuals a safe, comfortable place to go to receive support

Crisis Centers Save Time and Money

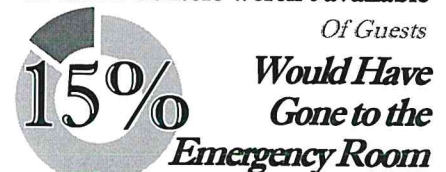


6 Hours
Average Time at Center



< 3 Hours
Average Time Youth and Families are at the center

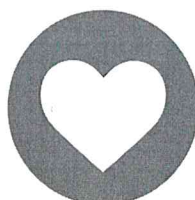
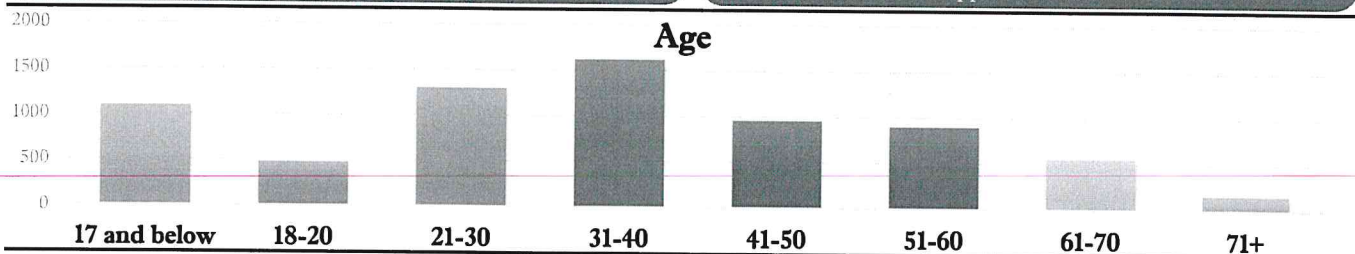
If Crisis Centers weren't available



Emergency Room visits can take 12+ hours. Crisis Centers can typically see individuals within 1 hour

Five months after first visiting the Stabilization Center following a substance use relapse, a guest returned—not in crisis, but to celebrate her recovery. During her initial visit, staff had supported her through the admission process into inpatient rehabilitation. At her follow-up visit, she proudly shared that she had maintained five months of sobriety, recently purchased a vehicle, and was rebuilding her life. She thanked the staff for believing in her during one of her most difficult moments and credited their encouragement as an important part of her recovery journey.

A family visited the Stabilization Center after their child disclosed being groomed by a teacher. Unsure where to turn, the family sought guidance and emotional support. Our clinician and Family Peer Advocate met with the family together and individually to address each person's unique needs. They provided emotional validation, information regarding treatment options, advocacy resources, and ongoing support. Before leaving, the family reported feeling significantly better and reassured knowing they could return to the Stabilization Center whenever additional support was needed.



CRISIS CENTERS

MAKE A DIFFERENCE

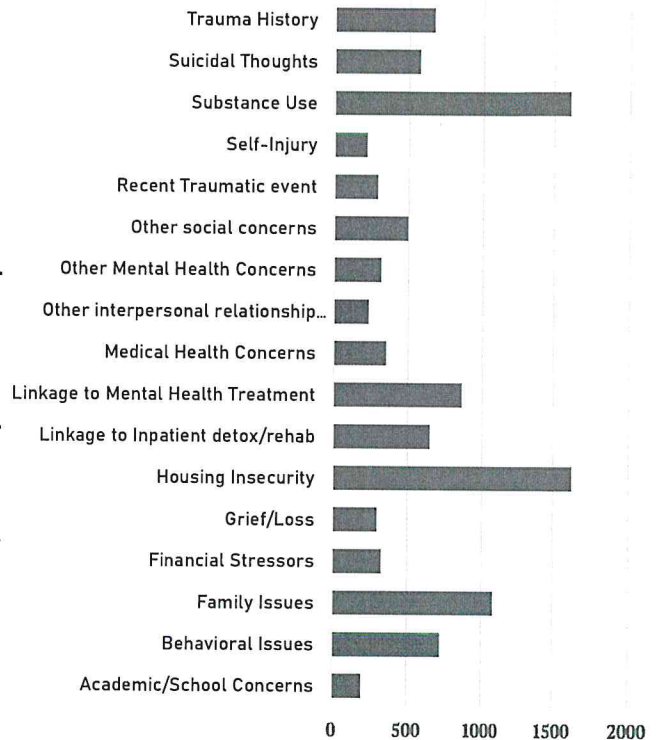
An individual visiting from outside the region sought treatment at a local hospital but was turned away. Feeling anxious, discouraged, and unfamiliar with the community, he noticed the Stabilization Center while leaving the hospital campus and decided to seek assistance. Staff immediately welcomed him, assessed his needs, connected him to an inpatient rehabilitation program the same day, and arranged transportation. He expressed deep appreciation for the kindness and support he received after an initially discouraging experience elsewhere.

Of Guests
96% *Discharged to Home or Community*
Community members often don't know resources other than hospitals for help

Of Guests
70% *Are Seeking Support For Mental Health*
24% Seeking Support for Substance Use.
Crisis Centers offer a no-wrong-door approach for any services including co-occurring needs

Of Guests
< 1% *Referred to ER or Hospitalized*
The majority of Individuals who need help can be maintained with community resources, but need the assistance making connections

Additional Identified Concerns



A guest experiencing an acute crisis arrived believing hospitalization was inevitable despite strongly wanting to avoid it. After spending time with both peer and clinical staff, the individual remained overwhelmed. Staff encouraged them to remain in the calming environment of the Center while continuing supportive check-ins and grounding exercises. Over the course of several hours, the crisis gradually subsided, allowing the guest to consider alternative treatment options. The individual accepted a referral to an intensive outpatient program and safely returned home.

Admissions by Hour



Data reflects:
Ulster County Crisis Support Center,
January 2026-June 2026



Data reflects:
Dutchess County Stabilization Center
January 2024-June 2026

CNY DPG Meeting

ICSC December 2025 Data

2025 Year End Data

2024-2025 Comparative Data

January 2026 Data

December 2025 part 1

Helio Health ICSC Dashboard

12/1/2025



12/31/2025



197

Unique People Served

248

Episodes of Care

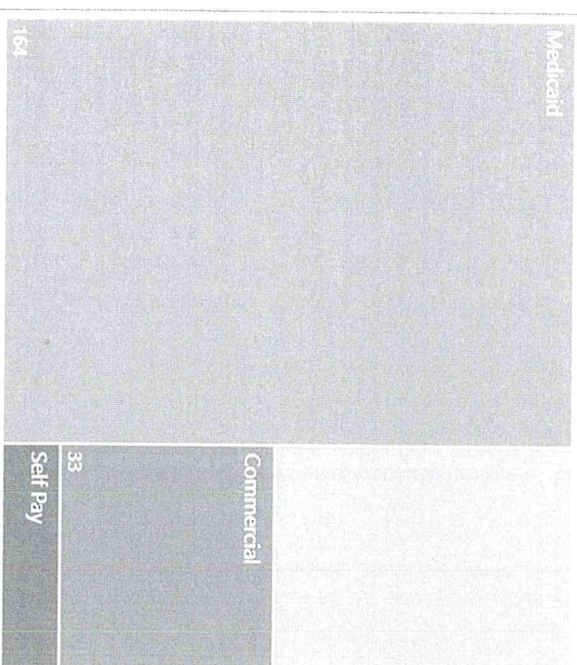
4.62

Average Time (Hours)

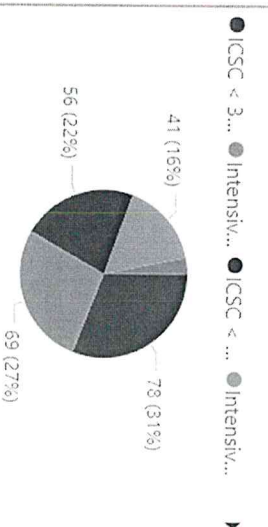
234

CSSRS Completed

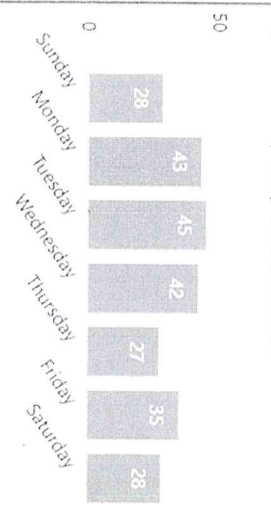
Primary Insurance Types



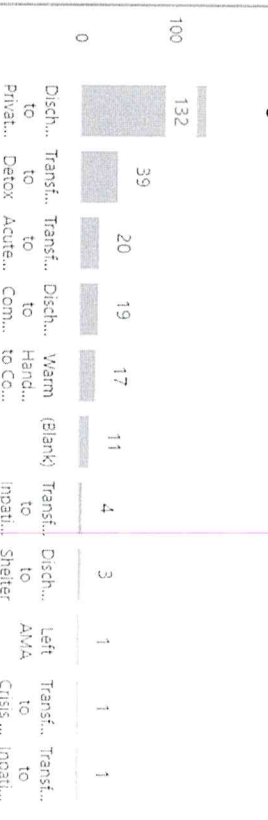
Services Provided



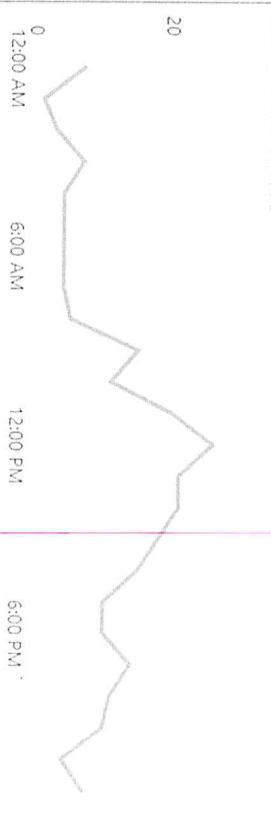
Episodes by Day of the Week



Discharge Outcome



Admission Times



December 2025 part 2

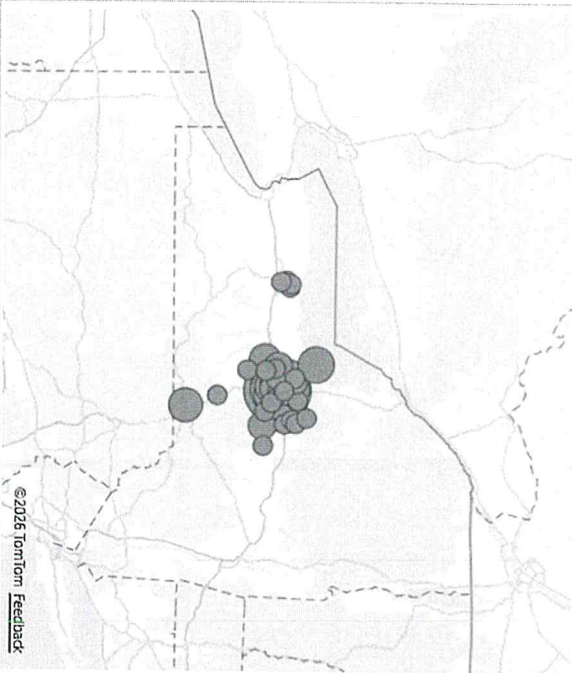
Helio Health ICSC Dashboard

12/1/2025 12/31/2025

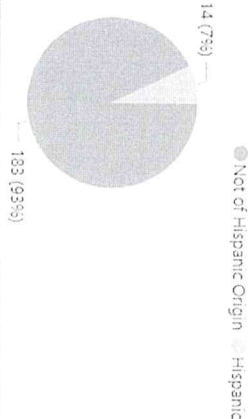


Zip Code	Unique People Served	Episodes of Care
13203	33	48
13204	18	21
13205	10	11
13208	10	13
13206	9	13
13090	7	9
13307	7	7
Total	197	248

Unique People by Zip Code



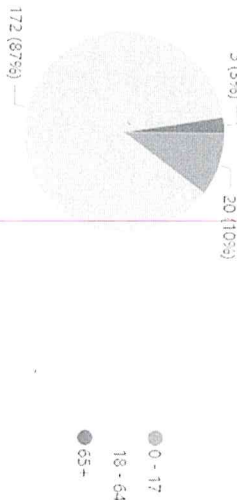
People Served: Ethnicity



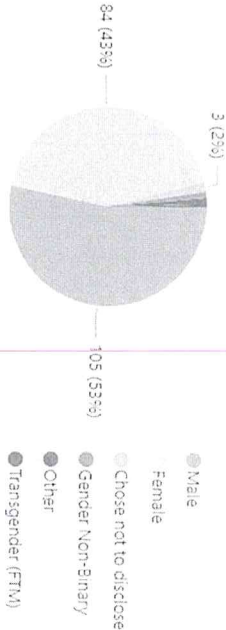
County of Residence

County of Residence	Unique People Served	Episodes of Care
Onondaga	166	206
Oneida	5	9
Oswego	8	8
Broome	4	7
Madison	5	7
Monroe	4	6
Cayuga	4	4
Cortland	1	1
Total	197	248

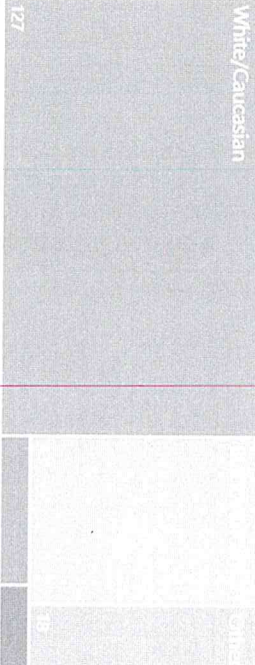
People Served: Age



People Served: Gender Identity



People Served: Race



Helio Health

Where Hope Meets Healing

2025 Compiled part 1



Unique People Served

1798

Episodes of Care

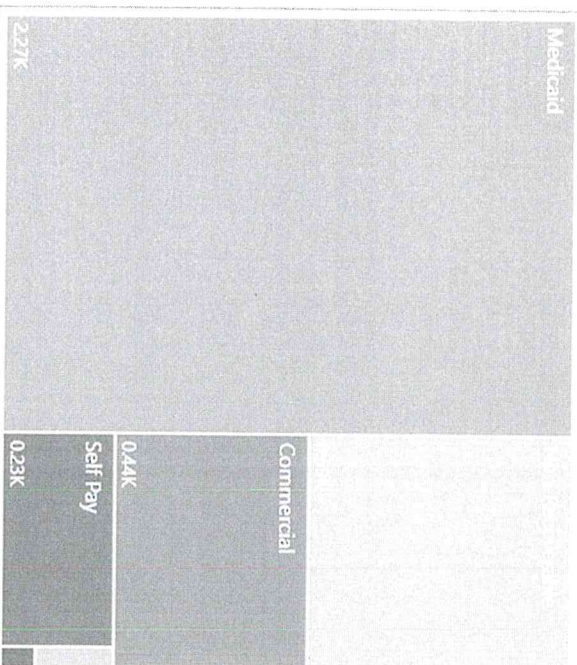
3500

Average Time (Hours)

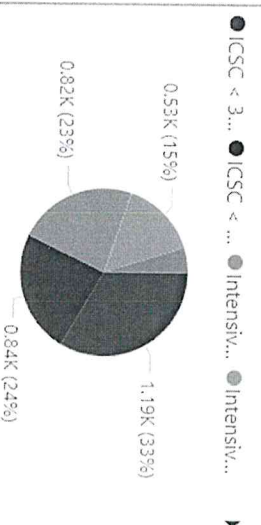
4.31

CSSRS Completed

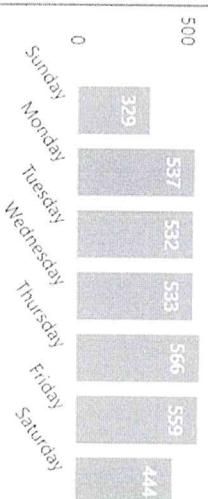
Primary Insurance Types



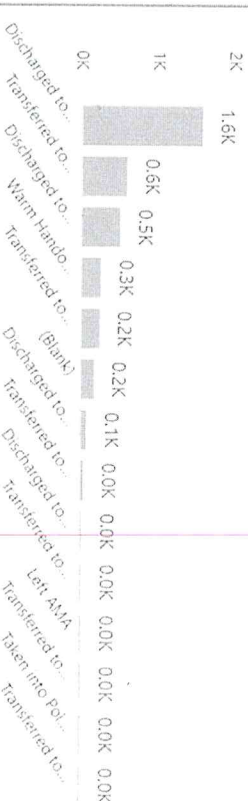
Services Provided



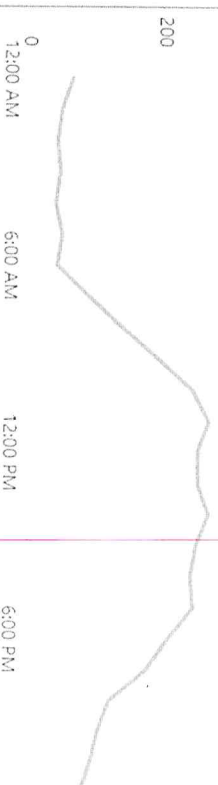
Episodes by Day of the Week



Discharge Outcome



Admission Times



2025 Compiled part 2

Helio Health ICSC Dashboard

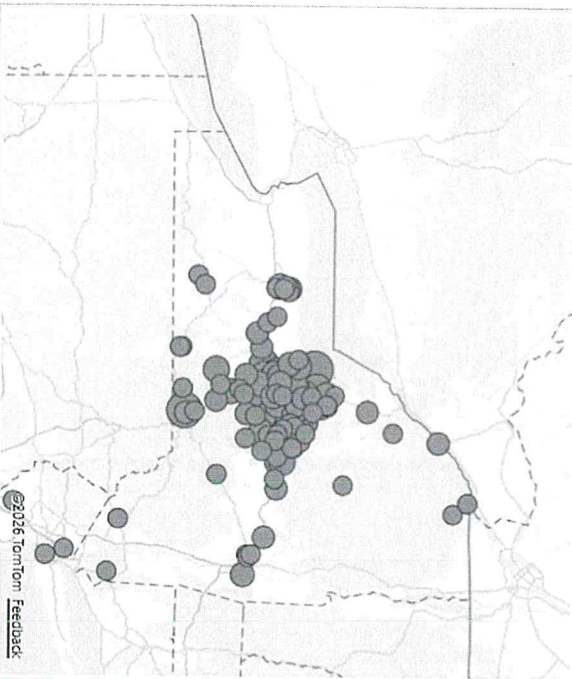
1/1/2025

12/31/2025

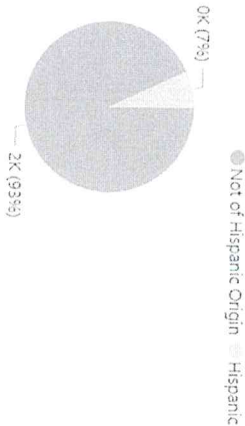


Zip Code	Unique People Served	Episodes of Care
13203	236	671
13204	161	409
13208	101	150
13206	96	200
13205	81	170
13210	66	124
Total	1798	3500

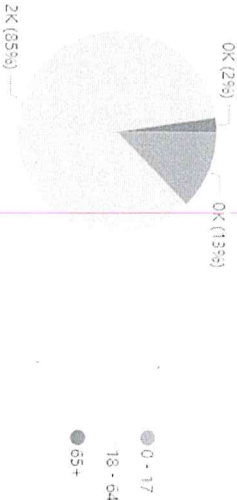
Unique People by Zip Code



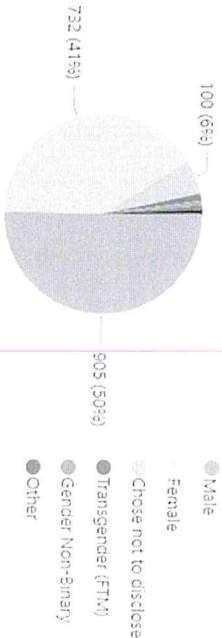
People Served: Ethnicity



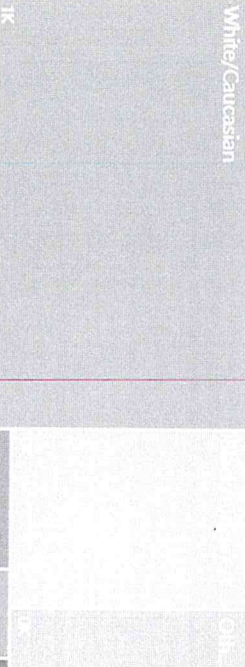
People Served: Age



People Served: Gender Identity



People Served: Race



County of Residence	Unique People Served	Episodes of Care
Onondaga	1483	2906
Oswego	128	204
Broome	31	88
Oneida	42	84
Monroe	15	63
Madison	30	54
Cayuga	17	18
Not in NYS	2	17
Cortland	8	14
Tompkins	7	11
Herkimer	4	4
Chemung	2	3
Jefferson	3	3
Ontario	3	3
Rensselaer	3	3
Total	1798	3500

HELIO HEALTH

After the first 1000 hours

2024 vs 2025 Comparative Data

JANUARY 2024		JANUARY 2025		FEBRUARY 2024		FEBRUARY 2025	
195 unique individuals	245 unique individuals	229 episodes of care	307 episodes of care	160 unique individuals	202 episodes of care	211 unique individuals	275 episodes of care
95.6% diversion rate	90.9% diversion rate			93.6% diversion rate	93.8% diversion rate		
MARCH 2024		MARCH 2025		APRIL 2024		APRIL 2025	
199 unique individuals	242 unique individuals	241 episodes of care	323 episodes of care	237 unique individuals	312 episodes of care	210 unique individuals	306 episodes of care
96% diversion rate	91% diversion rate			92% diversion rate	93.5% diversion rate		
MAY 2024		MAY 2025		JUNE 2024		JUNE 2025	
196 unique individuals	245 unique individuals	248 episodes of care	335 episodes of care	191 unique individuals	241 episodes of care	206 unique individuals	263 episodes of care
94% diversion rate	94.33% diversion rate			96.7% diversion rate	92% diversion rate		

2024 vs 2025 Comparative Data

JULY 2024		JULY 2025	
210 unique individuals	233 unique individuals		
253 episodes of care	313 episodes of care		
9.3% diversion rate	94.9% diversion rate		
SEPTEMBER 2024		SEPTEMBER 2025	
206 unique individuals	227 unique individuals		
245 episodes of care	304 episodes of care		
94.2% diversion rate	94.4% diversion rate		
NOVEMBER 2024		NOVEMBER 2025	
216 unique individuals	189 unique individuals		
286 episodes of care	229 episodes of care		
91.61% diversion rate	91.27% diversion rate		
AUGUST 2024		AUGUST 2025	
196 unique individuals	244 unique individuals		
234 episodes of care	346 episodes of care		
97.8% diversion rate	94.5% diversion rate		
OCTOBER 2024		OCTOBER 2025	
205 unique individuals	212 unique individuals		
241 episodes of care	258 episodes of care		
96.27% diversion rate	93.41% diversion rate		
DECEMBER 2024		DECEMBER 2025	
216 unique individuals	197 unique individuals		
292 episodes of care	248 episodes of care		
91.1% diversion rate	91.94% diversion rate		

2024 vs 2025 Comparative Data Totals

2024	2025
1731 unique individuals	1798 unique individuals
3021 episodes of care	3500 episodes of care
94.21% diversion rate	92.98% diversion rate

2025 ICSC DATA SUMMARY

- 1798 unique individuals served through 3500 episodes of care
- 56% primary MH, 39% primary SUD, 5% non-billable*
- 57% stayed for less than 3 hours, 38% stayed for more than 3 hours
- Referral/Outcome Disposition:
 - 2397 discharged to the community/shelter/home
 - 586 transferred to detox
 - 246 transferred to acute emergency services (this number includes both medical and psychiatric reasons)
 - 52 transferred to inpatient rehabilitation (SUD)
 - 15 discharged to crisis respite
 - 16 discharged to Part 820 residential program
 - 5 taken into police custody

*non-billable refers to the inability to bill for a service recipient that is served through multiple, distinct episodes of care in a 24-hour period



Helio Health®
where hope meets healing

January 2026 part 1

Helio Health ICSC Dashboard

1/1/2026 1/31/2026



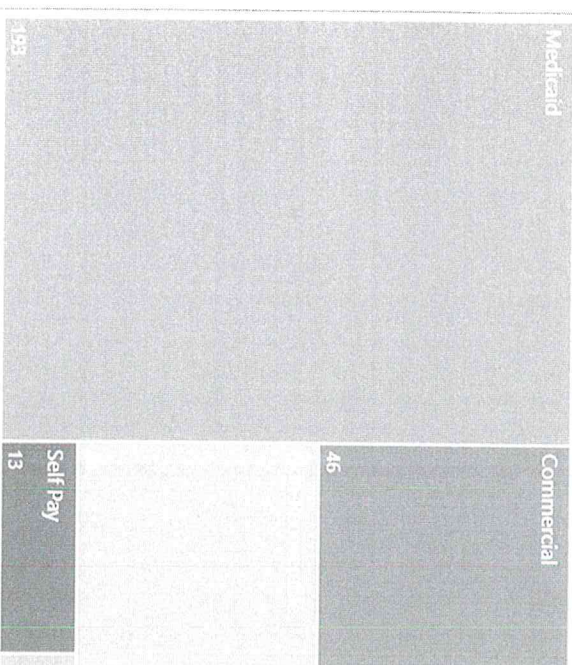
245
Unique People Served

304
Episodes of Care

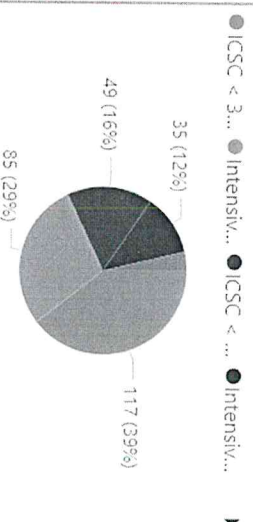
4.93
Average Time (Hours)

285
CSSRS Completed

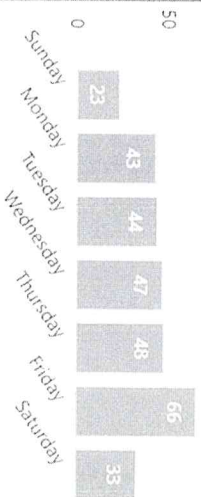
Primary Insurance Types



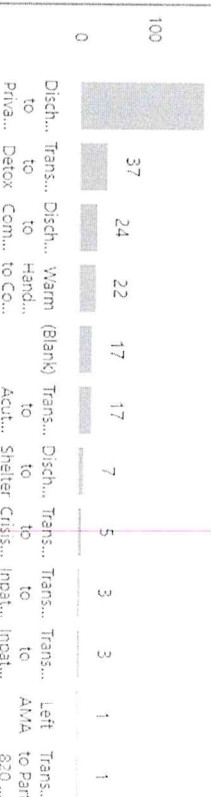
Services Provided



Episodes by Day of the Week



Discharge Outcome



Admission Times



January 2026 part 2

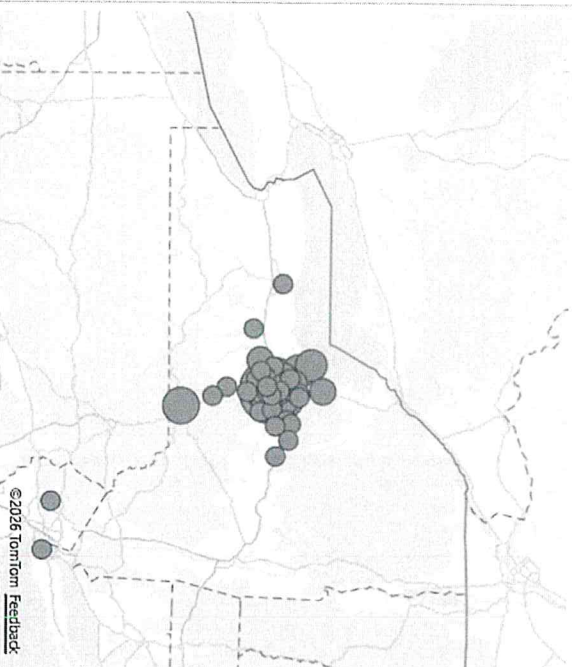
Helio Health ICSC Dashboard

1/1/2026 1/31/2026

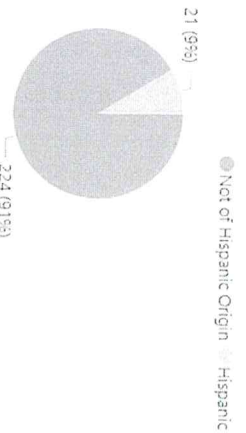


Zip Code	Unique People Served	Episodes of Care
13203	46	62
13204	22	33
13206	16	18
13205	14	15
13210	14	19
13208	11	11
13200	11	11
Total	245	304

Unique People by Zip Code



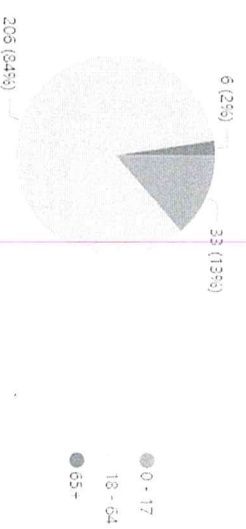
People Served: Ethnicity



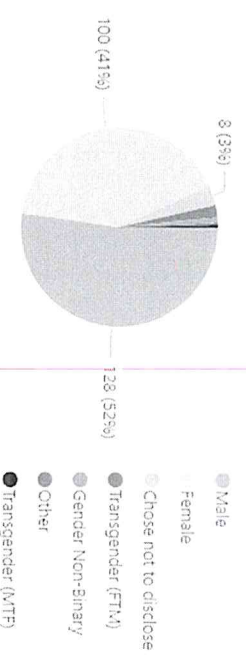
County of Residence

County of Residence	Unique People Served	Episodes of Care
Onondaga	209	259
Oswego	15	18
Broome	7	12
Oneida	4	5
Cayuga	2	2
Cortland	2	2
Madison	2	2
Jefferson	1	1
Kings	1	1
Monroe	1	1
Ontario	1	1
Total	245	304

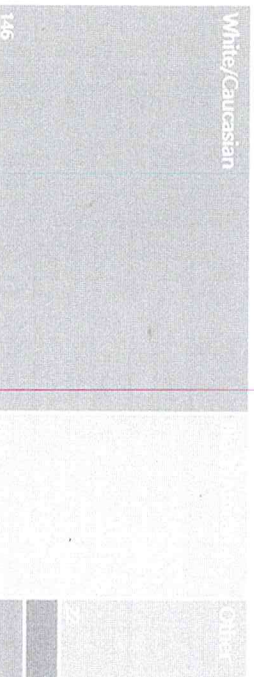
People Served: Age



People Served: Gender Identity



People Served: Race



Helio Health

Where hope meets healing

Year over Year Comparative Data

January 2024	January 2025	January 2026
195 unique individuals	245 unique individuals	245 unique individuals
229 episodes of care	307 episodes of care	304 episodes of care
95.6% diversion rate	90.9% diversion rate	94.4% diversion rate

COUNTY OF SUFFOLK
NEW YORK



POLICE DEPARTMENT

KEVIN T. CATALINA
POLICE COMMISSIONER

To Whom It May Concern,

I am writing to express my strong support for our local Crisis Stabilization Center, D.A.S.H, and the invaluable services it provides to our community.

The Crisis Stabilization Center has had a profoundly positive impact on both community members and law enforcement officers. It offers individuals experiencing a mental health crisis, emotional distress, or significant life stressors a safe and supportive environment where they can receive timely assistance from trained professionals. This immediate access to care helps individuals stabilize their situations before they escalate into more serious emergencies.

From a public safety perspective, the center serves as an effective and compassionate alternative to an emergency psychological visit when it may not be the most appropriate response. By providing a dedicated location for crisis intervention, the center helps divert individuals from already overburdened emergency departments, ensuring they receive specialized care while allowing hospitals to focus resources on medical emergencies.

Additionally, the Crisis Stabilization Center has become an important resource for law enforcement officers. Officers frequently encounter individuals in crisis who need support rather than enforcement. The center provides a practical solution, allowing officers to connect individuals with immediate care and services while returning to their patrol duties more efficiently. This benefits not only the individuals receiving assistance but also enhances the effectiveness of public safety operations throughout the community.

D.A.S.H represents a collaborative, compassionate, and cost-effective approach to addressing behavioral health crises. Its continued operation and support are essential to maintaining the well-being of our residents and strengthening the partnership between healthcare providers, law enforcement, and the community.

If you have any further questions, please feel free to reach out to me directly.

Sincerely,
Bridget E. Topping PO 6877/4440
Suffolk County Police Department
Behavioral Health Section



ACCREDITED LAW ENFORCEMENT AGENCY
Visit us online at: www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline [REDACTED]
Non-Emergencies Requiring Police Response - Dial: [REDACTED]
30 Yaphank Avenue, Yaphank, New York 11980 - [REDACTED]



August 4, 2026

Chair and Board Members
Town of Colonie Zoning Board of Appeals
Memorial Town Hall
534 New Loudon Road
Latham, New York 12110

Re: Rehabilitation Support Services, Inc. (RSS)
Proposed Intensive Crisis Stabilization Center (ICSC)
711–713 Troy-Schenectady Road, Latham, New York

Dear Members of the Zoning Board of Appeals:

This letter is supplementary to the appeal of RSS filed with the Town in this matter on June 2, 2026 and further to its submission on July 24, 2026 made by this office, in which RSS reserved the right to establish the applicant's right to a use variance.

In considering whether there is even a need for a variance, the Board must first instance consider the efficacy of the subject 2025 enactments to the Zoning Code. As set for in the record:

- a. Local Law No. 2 of 2025 sought to amend the definitions in § 190-6 to add, among other terms, a definitions for “Crisis Intervention Center” and for “Medical Office”. That law distinguishes a crisis intervention center from a medical office and defines it as a facility that provides urgent treatment to individuals with acute mental health and/or substance use symptoms.
- b. Local Law No. 4 of 2025 sought to amend § 190-22 to add special use permit and planning special permit standards for Crisis Intervention Center, Substance Abuse Treatment Center and Transitional Housing, restricting their location within 1,000 feet from the zone line of zoning districts that include residential uses, at least 1,500 feet from schools, day-care centers, and playgrounds, and at least 1,500 feet from businesses with liquor licenses and from cannabis dispensaries.
- c. Local Law No. 5 of 2025 sought to rescind and replace the Table of Permitted Uses in Chapter 190, Section 190-21 so as to allow a Crisis Intervention Center only in the Commercial Office, Industrial and Airport Business Districts, and there only by special use permit.

Yet, despite these enactments, the definition for “Office, Medical” upon which RSS relied and upon which its March 28, 2024 Commercial Zoning Verification was issued, was not repealed or amended. Rather, the definition for “Office, Medical” which is defined as “[a]ny building or part

of a building in which licensed professional health care providers provide medical, dental or podiatric care” is a use that was separately retained as an independent defined use in the Town Code. Likewise, “Office, Medical” remains designated as a Permitted Use on the Town’s Zoning and Land Use Table. [See attached copies from the Town Code].

In addition to these patent defects, the definitions added by Local Law 2 seem illogical when read together. For example, the definition for “Crisis Intervention Center” provides in relevant part: “A Crisis Intervention Center may be a accessory use to a Hospital and may exist as part and may include Medical Offices”. However, the definition for “Medical Office” provides in relevant part: “This definition shall not includeCrisis Intervention Center...”. The conflict is obvious and the effect pernicious, even though mental health treatment is deemed a necessary corollary to medical practice an intervention and stabilization treatment center for such is precluded from medical offices. Given the forgoing, it is reasonable for the Board to conclude that while further legislative enactments may be required to clarify the Town’s intentions for mental health stabilization facilities, RSS’s ICSC is entitled to proceed based on the remnants of the 2024 zoning code still in place.

Should the Board reach the need to consider a use variance for the ICSC, property owner, HTA-Region Health, LLC, has granted authority to RSS to make this application. RSS, as a lessee of the to-be-renovated Suite 125 at the Capital Region Health Park, has standing to do so. To make the case attached hereto please find a summary of facts abstracted from RSS’s earlier submissions supporting a finding of the Unnecessary Hardship requirement of Town Law § 267-b(2)(b). These bullet points are submitted to provide a solid foundation for a finding that RSS is entitled to a use variance for the ICSC at the Capital Region Health Park. Any such finding of course would be narrow and limited to the facts of this case and as such would be nonprecedential.

In deciding whether to grant a variance, the Board can mollify concerns it may have regarding the proposed use and with the imposition of conditions of approval such as the following:

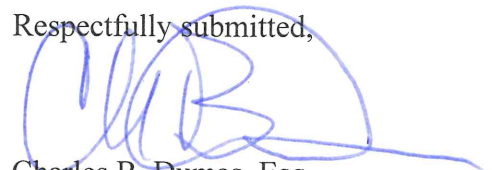
1. That the duration of variance be limited to term of lease and any renewals, modifications or extensions thereof.
2. That the area of the variance be limited to the to be renovated Suite 125 as per building plans.
3. That the ICSC be operated in conformance with OMH licensure and compliance requirements.
4. That the ICSC be operated in conformance with RSS’s lease.

In regard to this latter point, the Board should take comfort from the following standard lease provisions regulating the conduct of tenants at the Capital Region Health Park.

- a. ¶ 8 Tenant shall comply with all laws, ordinances, rules and regulations pertaining to the use and occupation of the Premises. Tenant shall also comply with any use restrictions or declarations of restrictive covenants affecting the Premises which are of record in the real estate records in the county in which the Premises are located. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building in which said Premises may be located, or cause a cancellation of any insurance policy covering said Building. Tenant shall not commit, or suffer to be committed, any waste upon said Premises or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building in which the Premises may be located
- b. ¶ 21 Building Rules and Regulations. More restrictive than Town laws and ordinances.
- c. Remedy for non-compliance and misuse of leasehold:
 - i. ¶ 19 lease termination and occupancy
 - ii. ¶ 8 Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from the negligence or willful misconduct of Landlord or its employees in or about the Premises and Landlord shall pay Tenant's actual attorney's fees and litigation costs incurred in connection therewith.

RSS submits that the defects and ambiguity of the 2025 zoning amendments militate in favor of deciding this appeal on the basis of RSS's vested rights detailed in its July 24, 2026 supplemental submission. However, should the Board find the need to reach a resolution by zoning variance, the forgoing and enclosed provides a factually cogent basis for granting a narrowly drawn variance to allow the ICSC at the Capital Region Health Park as proposed.

Respectfully submitted,



Charles B. Dumas, Esq.
Member of the Firm

Enclosures

cc. William Devita
Michael Paulsen, Esq.

Use Variance: Unnecessary Hardship Town Law §267-b(2)(b)

Standing: **“A leaseholder may, however, have the same standing to challenge municipal zoning action as the owner.”** *Sun-Brite Car Wash, Inc. v. Bd. of Zoning & Appeals of Town of N. Hempstead*, 69 N.Y.2d 406, 414–15 (N.Y. Ct of Appeals 1987) (internal citations omitted).

1. Cannot realize a reasonable return from each of the uses permitted in the zoning district where the property is located

- Despite other uses of the property provided by applicable zoning code, RSS’s lease narrowly defines what part of the property it can occupy and how it can used.
- Use under lease ¶ 8 is “solely for the purpose of operating and maintaining an Intensive Crisis Stabilization Center (ICSC) in accordance with that certain award letter dated February 21, 2023, from NYS Office of Mental Health and the Office of Addiction Services and Supports.”
- OMH licensure and funding is limited to establishment and operation of an ICSC.
- RSS does not conduct a business that could make use of the leased space for another purpose permitted by zoning for this building nor does its lease or OMH licensure allow for such alternate uses.
- Financial data of monies spent and obligations of a recurring nature:
 - RSS obligated to pay approximately \$684,000 base rent + additional rent for operating expenses over 78 month term of lease
 - To date, RSS has paid rent in the amount of \$67,080, purchased FF&E in the amount of \$79,403.65, and paid professional fees in the amount of \$18,818.32 in architectural services, \$71,237.45 in construction and demolition costs toward the projected \$80,336.37 that cannot otherwise be recouped if the variance is denied. In total, RSS has identified at least \$236,539.42 in direct site-specific expenditures.
 - These site-specific expenses cannot be repurposed or recouped, and these figures do not include additional fees associated with staff time, organization effort, State certification work, legal fees, community engagement efforts, and lost opportunity costs.

2. Hardship is unique to the Property and does not apply to a substantial portion of district or neighborhood

- 711-713 Troy Schenectady Road, known as the “Capital Region Health Park”, was developed and has been operated for over 20 years as a multi-disciplinary medical care center featuring urgent medical facilities, including behavioral health and related clinical services.
- The facility is an 6.5-acre enclave in and of itself, bordered to the south and east by heavily trafficked highways and commercial business, and on the west and north by residences separated from the building by topography, heavily vegetated buffering and parking areas.
- It is improved by a unitary, three story 205,000 +/- square foot building, of which RSS’s leasehold (Suite 125) of 3,200 +/- usable square feet constitutes 1.3% of the total building square footage.
- RSS’s property interest is unique. As a leasehold its use is limited to an ICSC, for a definite term, in a specific area of the larger building. There are no other ICSC’s proposed for the Town of or the Capital Region. Given the State siting and licensing requirements and the current Town zoning ordinance, none are likely now or in the foreseeable future.
- 711-713 Troy Schenectady Road is not ordinary commercial space. RSS selected it and OMH approved the location because of its historic ability to accommodate multifaceted medical and emergency services, and its central location within the ICSC’s service area required by OMH.
- Suite 125 within the facility was designated by the landlord and approved by OMH for its ability to serve an ICSC, including a separate entrance/ exit to the exterior of the building.
- The property is uniquely suited for the ICSC because it is an established medical office complex with appropriate healthcare infrastructure, first-floor clinical space, separate access and sufficient parking, in addition to proximity to major transportation corridors, hospitals, EMS and regional providers.
- The hardship arises from applying later-enacted zoning provisions to this State-approved, Town-verified, site specific healthcare project after RSS materially relied on the prior zoning and approvals.
- RSS has incurred damages unique and specific to its investment in this Property, investments that cannot be recouped or repurposed.
- There is no clear pathway to proceed with this Project anywhere in the Town of Colonie given the extensive restrictions imposed by the 2025 amendments.

3. Variance will not alter the essential character of the neighborhood

- 711-713 Troy Schenectady Road, known as the “Capital Region Health Park”, was developed and has been in existence for over 20 years (see above).
- The ICSC will operate within Suite 125, an existing first-floor suite in Capital Region Health Park, established as a medical office complex, used for urgent medical care, including behavioral health, and related clinical services.
- The ICSC will occupy only 1.3% of the 250,000+/- total square footage of the building and accordingly impacts on the health care campus and surrounding neighborhood will be imperceptible.
- The Capital Region Health Park is located on heavily developed commercial and healthcare corridor. Adjacent residences are topographically separated from the building and buffered by dense and mature vegetation.
- The proposed project does not require construction of a new building or accessory structure, only interior fit-up work required by the State to successfully fulfill its approval and licensure processes.
- The proposed project will not introduce residential occupancy or change the existing commercial and medical-office character of the Capital Region Health Park or commercial corridor.

4. Hardship is not self-created

- Prior to enactment of the 2025 zoning amendments, RSS had unqualified permission and the right to operate an ICSC at the Capital Region Health Park, subject only to the issuance of a building permit.
- RSS entered into its lease in reliance on the CZV dated March 28, 2024.
- The CZV, which was kept on file with the Town, was never revoked or suspended, even after the Town enacted its 2025 zoning amendments.
- The Town was fully aware of RSS's intended use and made no indication to RSS that it should discontinue its efforts and/or forgo materially advancing the project through the expenditure of significant and substantial resources.
- RSS followed the governmental process. It pursued a State-created program, obtained Town zoning verification, secured OMH/OASAS site approval, entered ICSC-specific leases, advanced through State certification review, prepared building permit drawings, obtained additional Town approvals, incurred substantial site-specific costs, and began preparing the space before its building permit application was denied.
- RSS's hardship exists from the later application of the 2025 zoning amendments to an already known, approved, leased, designed, and materially advanced project.

Chapter 190. Zoning and Land Use

Article II. Definitions and Abbreviations

§ 190-6. Definitions.

[Amended 6-28-2007 by L.L. No. 10-2007; 12-20-2007 by L.L. No. 20-2007; 8-28-2008 by L.L. No. 8-2008; 11-5-2009 by L.L. No. 12-2009; 2-3-2011 by L.L. No. 5-2011; 2-3-2011 by L.L. No. 9-2011; 4-11-2013 by L.L. No. 8-2013; 5-1-2014 by L.L. No. 7-2014; 11-20-2014 by L.L. No. 15-2014; 11-20-2014 by L.L. No. 16-2014; 2-26-2015 by L.L. No. 3-2015; 11-19-2015 by L.L. No. 12-2015; 3-23-2017 by L.L. No. 2-2017; 4-6-2017 by L.L. No. 4-2017; ; 8-30-2018 by L.L. No. 10-2018; 8-30-2018 by L.L. No. 11-2018; 8-30-2018 by L.L. No. 12-2018; 6-24-2021 by L.L. No. 1-2021; 9-9-2021 by L.L. No. 3-2021; 2-27-2025 by L.L. No. 2-2025; 7-10-2025 by L.L. No. 4-2025]

Certain words used herein are defined as follows:

ACCESSORY USE

A use customarily incident and accessory to the principal use or building and located on the same lot therewith.

ADULT BOOKSTORE

An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, other periodicals, films, slides, videotapes, video discs or other audio and/or visual media, and which establishment is customarily not open to the public generally but excludes any minor by reason of age.

ADULT DRIVE-IN THEATER

A drive-in theater that customarily presents motion pictures, and which establishment is customarily not open to the public generally but excludes any minor by reason of age.

ADULT ENTERTAINMENT CABARET

A public or private establishment which presents topless dancers, strippers, male or female impersonators, lingerie and other private modeling or exotic dancers or other similar entertainments, and which establishment is customarily not open to the public generally but excludes any minor by reason of age and which serves alcoholic beverages.

ADULT ESTABLISHMENT

Any establishment which designates all or a major part of its premises as for adults only and as such excludes minors from those portions of its premises because the services, entertainment or goods available on the premises or portion thereof designated for adults only are characterized or distinguished by depictions of sexual activity or are materials or activities designed to appeal to adult sexual interest.

ADULT JUICE BAR

A public or private establishment which presents nude or topless dancers, strippers, male or female impersonators, lingerie and other private modeling or exotic dancers or other similar entertainments, and which establishment is customarily not open to the public generally but excludes any minor by reason of age and which does not serve alcoholic beverages.

ADULT MASSAGE ESTABLISHMENT

Any establishment which has a fixed place of business where massages are administered for pay, including but not limited to massage parlors, sauna baths and steam baths, and which

establishment is customarily not open to the public generally but excludes any minor by reason of age. This definition shall not be construed to include a hospital, nursing home or medical clinic or the office of a physician, surgeon, chiropractor, osteopath or duly licensed physical therapist or barbershops or beauty salons in which massages are administered only to the scalp, face, neck or shoulders. This definition also shall exclude health clubs which have facilities for physical exercise, such as tennis courts, racquetball courts or exercise rooms, and which do not receive their primary source of revenue through the administration of massages.

ADULT PEEP SHOWS

A theater or other establishment which presents material in a form of live shows, films, videotapes, video discs or other visual media viewed from an individual enclosure or private room for which a fee is charged, and which is customarily not open to the public generally but excludes any minor by reason of age.

ADULT THEATER

A theater which customarily presents live shows, motion pictures, films, videotapes, slide shows, video discs or other visual media, and which is customarily not open to the public generally but excludes any minor by reason of age.

AIRPORT

Landing fields, aircraft parking and service facilities, passenger and baggage terminals, and related facilities for operation, service, fueling, repair, storage, charter, sales and rental of aircraft, operated by an airport authority or governmental entity.

ALTERNATE MEMBER (ZONING BOARD OF APPEALS)

An individual appointed by the Town Board to serve on the Zoning Board of Appeals when a regular member is unable to participate on an application or matter before the Board, as provided herein.

AMUSEMENT USE, INDOOR

Any commercial activity, whether conducted intermittently or full-time, which is primarily used for physical recreation or entertainment, where such activities are entirely contained within a permanent building.

AMUSEMENT USE, OUTDOOR (LARGE)

Any commercial activity, whether conducted intermittently or full-time, which is primarily used for physical recreation or entertainment, where such activities take place primarily out of doors on a tract of land of two or more acres.

AMUSEMENT USE, OUTDOOR (SMALL)

Any commercial activity, whether conducted intermittently or full-time, which is primarily used for physical recreation or entertainment, where such activities take place primarily out of doors on a tract of land of less than two acres. Such uses do not include go-cart tracks and Paintball.

ANIMAL SHELTER

A lot and/or building or part thereof used for the care of lost, abandoned or neglected animals.

APPLICANT

Any person or entity who shall submit an application, plans or related information for approval pursuant to this chapter.

ARCHITECT

A person licensed and registered as an architect by the State of New York or who has been issued a limited permit to practice architecture in the State of New York.

ARTERIAL ROADWAY, PRIMARY

Any street or highway for which operation or maintenance falls under county, state or federal jurisdiction.

ARTISAN STUDIO/SHOP

A shop where a skilled craft worker makes things by hand to be displayed and sold on or off site, including decorative arts, sculptures, clothing, jewelry, food items, or household items.

ASSISTED LIVING FACILITY

A residential facility that provides care to residents who cannot live independently but who do not require around-the-clock nursing care or extensive medical supervision. Services may include medication supervision, personal care, meals and housekeeping. Common cooking and dining facilities may be provided, and residential units may or may not include individual cooking facilities. Includes residential care facility, board and care home, adult care home, and congregate care facility.

AUTOMATIC CAR WASH

An automated facility used to clean the exterior of motor vehicles, with cleaning of the interior of motor vehicles as an accessory use.

AWNING

A roof-like covering consisting of any pliable material attached to a rigid frame.

BAKERY, COMMERCIAL

An establishment where baked goods are produced for off-premises sale at wholesale or retail or for on-premises sale at wholesale.

BAKERY, RETAIL

An establishment where baked goods are produced for on-premises sale at retail.

BANNER

A temporary sign composed of lightweight material, either enclosed or not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere.

BANK

An organization, chartered by a state or federal government, whose principal activities include most or all of the following: receives demand deposits and time deposits, honors instruments drawn on them, and pays interest on them; discounts notes, makes loans, and invests in securities; collects checks, drafts, and notes; certifies depositors' checks; and issues drafts and cashier's checks. The term "bank" shall include credit unions.

BAR

A place in which the principal income is derived from the sale of serving of alcoholic beverages for on-premises consumption, with or without live entertainment.

BASE COMMERCIAL DENSITY

The maximum building gross floor area for commercial uses which may be permitted per acre on a lot, as shown for each zoning district on the dimensional table.^[1]

BASE RESIDENTIAL DENSITY

The maximum number of dwelling units which may be permitted per acre on a lot, as shown for each zoning district on the dimensional table.

BED-AND-BREAKFAST

An owner-occupied residential structure providing rooms for temporary overnight lodging, with or without meals, for paying guests. Such use is secondary to the residential use of the dwelling by the owner.

BILLBOARD, DIGITAL

Any outdoor advertising board displaying static images controlled by electronic communication.

BILLBOARD (OFF-PREMISES ADVERTISING)

Any outdoor advertising board, junior board advertising medium, structure or device, or anything which is painted, printed, pasted or affixed to any building, structure, wall, fence, pole, railing, natural object or structure of any kind or upon the ground itself, which advertises businesses, services, products or commodities not available on the premises on which the billboard is located.

BILLBOARD, DOUBLE-FACED, BACK-TO-BACK OR V-TYPE

Those configurations of multiple billboard structures as those terms are commonly understood and as further defined in state law, except that in no instance shall these terms include two or more billboards which are not physically contiguous. "Physically contiguous" shall mean of the same structure and, in the case of V-type billboards, shall be in contact with one and another at the apex of the "V." Each face shall be considered a separate billboard.

BILLBOARD, FRONT OR FACE OF

The outer surface of a billboard which is visible from any private or public street or highway.

BILLBOARD, ILLUMINATED

Any billboard illuminated by electricity, gas or other artificial light.

BOARD OF APPEALS

The Zoning Board of Appeals of the Town of Colonie.

BOARDER

An individual other than a member of the family occupying the dwelling unit or part thereof who, for a consideration, is furnished sleeping accommodations and may be furnished meals or other services as part of the consideration.

BOARDINGHOUSE

An owner-occupied residential structure in which lodging is provided to more than three boarders, with shared kitchen and dining facilities.

BREWERY

A building or establishment for the enclosed process of making beer and other malt beverages primarily for off-site distribution, bottling, packaging and delivery, including the storage of plant-owned vehicles.

BRIDGE

A structure designed to convey vehicles and/or pedestrians over a watercourse, railroad, public or private right-of-way or any physical depression or obstacle.

BUFFER AREA

Open spaces, landscaped areas, fences, walls, berms or any combination thereof used to physically separate or screen a use or property from another so as to visually shield or block noise, lights or other nuisances.

BUILDING

Any structure having a roof supported by columns, piers, or walls and intended for shelter, housing or enclosure of persons, animals or property. Building areas separated by a fire wall with no openings, as defined in the NY State Uniform Fire Prevention and Building Code, shall be considered separate buildings.

BUILDING CONSTRUCTION

The erection, structural alteration, demolition, extension, conversion, relocation or enlargement of a building.

BUILDING DEPARTMENT

The Town of Colonie Building Department.

BUILDING FOOTPRINT

The area of a building measured around the exterior surface of the exterior walls at grade level. Where a building is elevated above grade level, the building footprint is the area the building would cover if it were located at ground level.

BUILDING LINE, FRONT

A line including a segment formed by the building wall or walls facing the street (i.e., parallel to the street or at an angle of 45° or less to the street), together with segments extending from each end of that segment to the nearest adjacent side lot line, and drawn parallel to the front lot line. A building on a corner lot or through lot shall have a front building line with respect to each front lot line.

BUILDING LINE, REAR

A line parallel to the front lot line, passing through the point of the building furthest from the adjacent street, as measured perpendicular to the front lot line. A building on a corner lot shall have a rear building line with respect to each front lot line. A through lot shall have no rear building line.

BUILDING SETBACK LINE, FRONT

A line parallel to the front lot line at a distance therefrom equal to the depth of the front yard required for the zoning district in which the lot is located.

BUILDING SUPPLIES

A business specializing in building and construction materials and equipment for sale, either retail or wholesale. Such uses include lumberyards.

CAR WASH

A service business where motor vehicles are cleaned and in which accessory products may be sold.

CEMETERY

A burial place or ground operated and maintained by a church, private entity or a governmental agency, which can include a chapel, office, maintenance facilities, crematory and aboveground storage vaults as accessory uses.

CENTER LINE OF A WATERCOURSE

A line passing through the low point in the watercourse bed at any given section of the channel. Where the watercourse bed is level, the center line shall pass through a point midway between the outside extremes of the level area.

CHANGE IN USE

Any change in an establishment's operations such that it now falls under a different definition pursuant to this chapter, or for undefined uses, a different classification, as determined by the Town of Colonie Building Department, shall constitute a change in use.

CHASSIS

The entire transportation system of a mobile home comprising the following subsystems: drawbar and coupling mechanism, frame, running-gear assembly and lights.

CLEAN FILL

Material consisting of stone, gravel, sand, dirt or soil or masonry debris.

CLINIC, DENTAL OR MEDICAL

A facility providing outpatient surgical procedures and urgent care services. A clinic may be an accessory use to a hospital and may include medical office(s) as defined by this chapter. This definition shall not include substance abuse treatment or veterinary services.

COMMERCIAL PARKING

A privately owned open area, garage or building used for temporary parking of motor vehicles for a fee.

COMMERCIAL USE

Any business whose primary purpose is retail or wholesale trade, any nonprofessional customer service (such as shoe repair, tailoring, laundry, photography or hairstyling) or customer service office uses (such as bank loan offices, insurance agents, travel agents or tax return preparers). For purposes of prohibited use restrictions; additional use standards, restrictions, and exceptions; base commercial density; application of incentive zoning standards; and application of design standards, "commercial use" shall refer to any use other than the herein variously defined types of dwelling.

COMMUNITY BENEFIT OR AMENITY

Open space, housing for persons of low or moderate income, parks, elder care, day care or other specific physical, social or cultural amenities, or cash in lieu thereof, of benefit to the residents of the community.

COMMUNITY CARE FACILITY

An establishment licensed by New York State to maintain and operate continuous day-and-night facilities providing skilled nursing care, room and board, and personal services. Such use includes nursing homes, hospices and convalescent homes but excludes hospitals.

COMMUNITY CENTER

A facility used for recreational, cultural, social, educational and/or health care activities, not operated for profit, and with no overnight accommodations provided. Food services may be provided as an accessory use.

COMMUNITY CENTER, ACCESSORY

A facility operated not for profit and primarily for residents of an apartment complex. Used for recreational, social, office and/or fitness activities, with no overnight accommodations provided. Food services may be provided as an accessory use.

COMPREHENSIVE PLAN

The Town of Colonie Comprehensive Plan as adopted by the Town Board, and as may be subsequently amended.

CONDOMINIUM

A building or group of buildings in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional undivided basis and the sole owner or all the owners of which have submitted the subject property to the provisions of the New York State Condominium Act.^[2]

CONDOMINIUM ASSOCIATION

The community association which administers and maintains the common property and common elements of a condominium.

CONFORMING USE

Any established permitted use or any existing use otherwise designated as a conforming use by this chapter. A use established pursuant to the grant of a use variance shall not be considered a conforming use, but shall not be subject to the abandonment provisions of the nonconforming uses and structures article of this chapter.^[3]

CONSERVATION EASEMENT

A conservation easement is a legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its conservation values.

CONSERVATION VALUE

Characteristics such as steep slopes, wetlands, floodplains, high water tables, forest areas, endangered species habitat, dunes or areas of significant biological activity, agricultural activity, scenic beauty or recreational value that render an area environmentally sensitive and worthy of protection from activity that would significantly alter its ecological integrity, balance or character.

CONSTRAINED LAND

Includes state- and federally-regulated wetlands, protected watercourse areas, federally-designated flood hazard areas, and slopes over 25% which include 2,000 square feet or more of contiguous sloped area.

CONSTRUCTION COMPANY, LARGE

An establishment providing general contracting and/or building construction services for residential, farm, industrial or commercial uses, and which may involve outdoor storage of materials used in the trade, machinery or equipment.

CONSTRUCTION COMPANY, SMALL

An establishment providing general contracting and/or building construction services for residential, farm, industrial or commercial uses, and which does not involve outdoor storage of materials used in the trade, machinery or equipment.

CONVENIENCE STORE

Any building or structure or portion thereof, having 5,000 square feet or less in gross floor area, used for the retail sale of a variety of goods, which may include dairy products, baked goods, fresh or prepared meats, beverages, fresh or prepared foods such as sandwiches and coffee, and fresh fruits and vegetables, in a form ready for either on-site or off-site consumption, and which may also include the sale of minor amounts of canned foods, dry goods, and household, health and stationery supplies, and which may also include limited seating for on-site consumption without wait service.

CONVENTION AND EXHIBIT CENTER

A structure or combination of structures designed to support one or more of the following primary users: trade or consumer shows, annual conventions, corporate conferences, educational

meetings, sales and incentive meetings, or sports events. Secondly, such a use will support receptions/banquets, entertainment events, community events, school and youth events or religious events. This use may also provide hotel rooms and/or food services accessory to the aforementioned activities.

CORRECTIONAL FACILITY

A secured institution under the supervision of the judiciary, correctional departments of any local, state or federal governments, or any law enforcement agency in which persons are or may be lawfully held in custody after arrest or as a result of conviction of a crime.

COUNTY

The County of Albany.

CRAFTING STUDIO, ALCOHOL LICENSED

A place in which the principal income is derived from crafting classes, with accessory sale or provision of alcoholic beverages for on-site consumption.

CRISIS INTERVENTION CENTER

An inpatient and/or outpatient facility that provides urgent treatment to individuals with acute mental health and/or substance use symptoms, the transport and treatment of whom shall be at the request of the individual/patient. A crisis intervention center may be an accessory use to a hospital and may exist as part and may include medical office(s). It is exclusive of substance abuse treatment centers as defined by the Code of the Town of Colonie.

CUL-DE-SAC

A minor street with one end open for public access and the other terminating in a vehicular turnaround.

CULTURAL VENUE

A building or space used for cultural education and experiences, including museums, art galleries, aquariums, amphitheaters, theaters and performance halls.

CULVERT

A drain or conduit not incorporated in a closed system that carries water generally perpendicularly under a driveway, roadway, railroad, pedestrian walk or public way.

DAY CARE, ADULT

A daytime program that provides health, social, or related support services to meet the needs of functionally and/or cognitively impaired adults. Programs may include meals, transportation services to and from a patient's home, and/or specialized programs.

DAY CARE, HOME

A child-care center providing care for periods of less than 24 hours to not more than 12 children, not related to the owner, operator or manager thereof, whether such facility is operated with or without compensation for such care, and with or without stated educational purposes.

DAY-CARE CENTER

A child-care center which is maintained for the whole or part of the day but for less than twenty-four-hour care of more than 12 children, not related to the owner, operator or manager thereof, whether such facility is operated with or without compensation for such care, and with or without stated educational purposes.

DEDICATION

The acceptance by resolution of the Town Board of the Town of Colonie of a parcel of land offered by an applicant for public purposes.

DEED

A conveyance of realty, by written document signed by the grantor, whereby title to realty is transferred from one party to another.

DEPARTMENT OF HEALTH

The Albany County Department of Health.

DORMITORY

A building used as group living quarters for a student body or religious order as an accessory use for a college, university, boarding school, orphanage, convent, monastery or other similar institutional use.

DRAWBAR

The rigid assembly (usually an A-frame) upon which is mounted a coupling mechanism, which connects a mobile home's frame to a towing vehicle.

DRIVE-THROUGH USE

Any use of a property or part thereof in which users of the property can access goods or services from within a vehicle. A drive-through use must be accessory to a permitted principal use, and may include restaurant and fast-food operations, banks, pharmacies, and convenience stores.

DWELLING, MULTIFAMILY

A building or buildings, other than a hotel, motel or inn, located on a single lot of record together with customary accessory structures, and containing three or more dwelling units.

DWELLING, SENIOR CITIZEN MULTIFAMILY

Multifamily dwellings designated exclusively for senior citizens and handicapped people. Such housing usually has wider doors, elevators that can accommodate wheelchairs, special support and hand bars, and bathroom and kitchen facilities designed specifically for senior citizens or the handicapped. It also may include personal care facilities, central recreation areas and accessory medical facilities. Senior citizen housing may be private or subsidized under one or more government programs.

DWELLING, SINGLE-FAMILY

A building, not including a mobile home, containing one dwelling unit, and located on its own separate lot of record together with customary accessory structures.

DWELLING, SINGLE-FAMILY FARMHOUSE

A single-family dwelling accessory to a farm use.

DWELLING, TOWNHOUSE

A one-family dwelling unit which is one of a series of units, having a common party wall between each adjacent unit, each with a private outside entrance, each with its own separate lot of record, and in which no unit is located over another unit, and having a totally exposed front and rear wall to be used for access, light and ventilation.

DWELLING, TWO-FAMILY

A building or buildings located on a single lot of record together with customary accessory structures and containing two dwelling units.

DWELLING UNIT

A single unit within a building providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DWELLING UNIT, ACCESSORY

A dwelling unit attached to, or created within, a single-family home or accessory structure thereto, with separate ingress and egress, and containing not more than 1,000 square feet of habitable area.

DWELLING UNIT, EXTENDED-FAMILY

A dwelling unit within a single-family home, with shared ingress and egress, containing not more than 1,000 square feet of habitable area and specifically designed to house members of extended family.

DWELLING UNIT, MIXED-USE

A dwelling unit occupying a single building located on a parcel together with a permitted commercial use, forming a mixed use.

EASEMENT

A right granted by the owner of a parcel of real property to another party for use of all or part of the parcel for a specified purpose.

ELDER CARE USE

Includes assisted living facility, adult community care facility, adult day care, nursing home and other similar uses.

ENGINEER

A person licensed and registered as a professional engineer by the State of New York or who has been issued a limited permit as a professional engineer in the State of New York.

ENTERTAINMENT OR RETAIL, ADULT

Any establishment intended for the sale or distribution of adult-oriented products or for on-premises adult entertainment activities. Such uses include any of the following: adult bookstore, adult drive-in theater, adult entertainment cabaret, adult establishment, adult juice bar, adult massage establishment, adult peep shows, adult theater.

ERECT

To construct, build, raise, assemble, place, affix, attach, create, paint or in any other way bring into being or establish.

EXCAVATION

Any act by which earth, sand, gravel, rock or any other material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed, and shall include the conditions resulting therefrom.

EXECUTIVE OFFICE SUITE

A unit of rental office space not exceeding 500 square feet, containing not more than three rooms and separated by construction in accordance with the New York State Uniform Fire Prevention and Building Code and which is designed by the building owner or landlord as a permanent installation available for office use by tenants needing office space for short periods not exceeding one year and/or tenants needing to share in secretarial, clerical and office services made available by the owner/landlord as part of a package of office space services.

EXTENDED STAY UNIT

A hotel or motel unit with accommodations for sleeping which contains a kitchenette.

FAMILY

One or more individuals occupying a dwelling unit and living together as a single household unit with common access to, and common use of, all facilities comprising the dwelling unit, as distinguished from a boardinghouse or rooming house, fraternity or sorority house, club, motel and other similar uses. Purpose for this chapter: to maintain and preserve the character of the residential zones devoted to family values and to reduce traffic and parking congestion, population density, noise and other disturbances conflicting with the stable, uncongested residential environment. It is the intent of this chapter to permit all groups who are the functional equivalent of the natural family to live in zones set aside for residential purposes and to allow those uses recognized by the state to constitute familial-type living arrangements.

FARM

A tract of land consisting of five or more acres devoted to the production of agricultural commodities such as crops, livestock grazing, raising of hay for cows to produce milk and other dairy products, raising of poultry, raising of horses and the growing of fruit.

FARM BREWERY

A brewery or microbrewery which produces only New York State labelled beer in accordance with New York State laws.

FARM STAND

A direct-marketing operation without a permanent structure and only offering outdoor shopping. Such an operation is seasonal in nature and features on-farm-produced as well as locally produced agricultural products, enhanced agricultural products and handmade crafts.

FAST FOOD ESTABLISHMENT

Any building or structure or portion thereof, excluding convenience food stores and mini-marts, used for the sale, dispensing or serving of food, refreshments or nonalcoholic beverages in a form ready to eat or consume, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or nonalcoholic beverages on or off the premises.

FILL

Any act by which earth, sand, gravel, rock or any other material is deposited, placed, pushed, pulled or transported to a place other than the place from which it originated, and shall include the conditions resulting therefrom.

FINISHED GRADE

The natural surface of the ground within 10 feet of a building or the surface of the ground within 10 feet of a building after completion of any change in contour.

FINISHED SPACE

An area in a structure that has been finished for living, bathing, sleeping, eating and cooking, including, but not limited to, bedrooms, living rooms, dining rooms, kitchens, closets, bathrooms, toilet rooms, hallways, storage or utility areas, garages and other similar finished spaces.

FRAME

The fabricated rigid substructure which provides considerable support to an affixed manufactured home structure both during transport and on site and also provides a platform for securement of the running-gear assembly, the drawbar and coupling mechanism.

FRATERNITY or SORORITY

A group of people formally organized for a common interest, usually cultural, entertainment, religious or educational, generally having regular meetings, rituals and formal written membership requirements.

FRATERNITY OR SORORITY HOUSE

A dwelling or dwelling unit maintained exclusively for fraternity or sorority members and their guests or visitors which is affiliated with an academic or professional college, university or other institution of higher learning, and which is accessory to such institution.

FRONTAGE

The total length of the property line of a parcel bounded by or abutting a street right-of-way.

FUNERAL HOME

A building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation. May or may not include facilities for cremation and the sale of items accessory to the burial, cremation or other disposal of the deceased.

GARAGE

A building or portion thereof arranged, intended or designed to be used for the housing of motor vehicles.

GARAGE SALE

The sale of five or more new or used items of personal property at a residential premises at any one time. This shall include all sales commonly entitled "yard sale," "tag sale," "porch sale," "lawn sale," "attic sale," "basement sale," "rummage sale," "estate sale" or any other similar casual sale of tangible personal property.

GARDEN CENTER

An establishment primarily engaged in the retail sale of trees, shrubs, other plants, seeds, bulbs, mulches, soil conditioners, fertilizers excluding bulk fertilizer, pesticides, garden tools and other garden supplies to the general public. These establishments may either sell products purchased from others or those grown on site. Use includes nurseries and greenhouses.

GENERAL CONTRACTOR

Any person acting as supervisor or employer of workmen, mechanics or laborers, in whole or in part, whether the same are engaged directly by him or her, or by some subcontractor, in the construction of any building, structure or other work, and which may involve outdoor storage of materials used in the trade, machinery or equipment.

GOLF COURSE

A tract of land for playing golf, improved with tees, greens, fairways and hazards, and may include clubhouses, shelters, bathrooms, restaurant and bar facilities and/or a golf driving range as permitted accessory uses.

GOLF COURSE, MINIATURE

An area of land or a building, structure or premises or part thereof operated for profit or gain as a commercial place of amusement, in which facilities are provided to simulate the game of golf or any aspect of the game on a small scale, but does not include a golf ball driving range.

GRADING

Excavation or fill.

GREEN SPACE

A permeable open area that is either natural or landscaped.

GROSS FLOOR AREA

The sum of the gross horizontal areas of the several floors of a building or structure from the exterior face of exterior walls or from the center line of a wall separating two buildings, but excluding any space where the floor-to-ceiling height is less than seven feet. This definition shall include anything covered by a roof, including garages, sunrooms, and covered porches.

GROSS LEASABLE AREA

The total floor area for which a tenant pays rent and that is designated for the tenant's occupancy and exclusive use. It does not include public or common areas.

HABITABLE AREA OR SPACE

Area in a structure for living, sleeping, eating or cooking. Maintenance or utility space, parking garages and similar areas are not considered habitable space.

HANDICAPPED PERSON

Any person having an impairment which is expected to be of long-continued and indefinite duration, is a substantial impediment to his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions; or a person who is developmentally disabled, i.e., if he or she has a disability attributable to mental retardation, cerebral palsy, epilepsy, autism or another neurological condition found by the United States Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18 and which constitutes a substantial handicap to such individual.

HEALTH CLUB

A commercial establishment intended for the providing of membership-based use of wellness and fitness equipment and services, including indoor recreational fitness facilities, weight lifting, indoor tennis facilities, indoor pools and space for various individual and group exercise programs.

HEAVY EQUIPMENT STORAGE/SALES/SERVICE

Storage, rental, sales and service of farm and heavy equipment and machinery, including logging equipment, tractor-trailers, and related farm and heavy transportation equipment such as bulldozers, backhoes, engines, compressors, trucks over 2.5 tons, tractors, construction equipment and other heavy machinery, vehicles or motors.

HEIGHT (SIGN)

The vertical distance between the ground level under a sign and the highest point of the sign structure.

HEIGHT, MAXIMUM (BUILDING)

The vertical distance from the average ground level at the front of the main foundation to the highest point of the roof, unless otherwise specified herein.

HEIGHT, MAXIMUM (OTHER STRUCTURES)

The vertical distance from the average ground level at the base of the structure to the level of the highest point of the structure.

HIGHWAY AND DRAINAGE STANDARDS

The Town of Colonie Highway and Drainage Standards as currently in existence or as subsequently amended.

HIGHWAY LAW

The Street and **Highway Law** of the Town of Colonie as adopted on December 16, 1982, or as subsequently amended.^[4]

HIGHWAY, LIMITED ACCESS

A limited access highway shall include I-87, NYS Route 7 between I-787 and I-87, I-787, I-90 and I-890.

HOME OCCUPATION

Any limited personal service, professional service or business use customarily conducted within a dwelling or customary accessory building and carried on by the resident thereof, which use is clearly accessory, incidental and secondary to the use of the premises for residential purposes and does not alter the residential character thereof, and which home occupation use shall be fully consistent with the accessory use limitations contained in this chapter.

A. LEVEL I

An occupation or profession carried on within a dwelling unit or an accessory structure that meets the dwelling unit setbacks, and which is clearly incidental to the use of the dwelling unit for residential purposes, does not change the character thereof, and conforms to the home occupation standards in the general regulations article of this chapter.^[5]

B. LEVEL II

A home occupation Level II is the same as a home occupation Level I but allows an increased intensity of the use as described in the home occupation standards in the general regulations article of this chapter.

HOMEOWNERS' ASSOCIATION

A community association, other than a condominium association, that is organized in a development in which individual owners share common interests and responsibilities for costs and upkeep of common open space or facilities.

HOSPITAL

An establishment, and its accessory uses, that provides surgical and nonsurgical diagnostic and medical treatment for humans with any variety of medical symptoms, conditions, diseases and/or injuries operating under the supervision of a physician and other healthcare professionals and includes permanent facilities, inpatient beds, medical services and twenty-four-hour licensed professional nursing services. This definition includes any facility licensed by the state as a general, limited or special hospital. For the purposes of this definition, hospitals shall not be synonymous with crisis intervention centers, substance abuse treatment centers, nursing home/facilities, facilities providing custodial or educational care or facilities providing long-term drug, alcohol or mental health treatment.

HOTEL/MOTEL

A commercial establishment in which lodging is regularly provided and offered to the public for compensation, which is customarily open to transient guests, and which may include ancillary facilities and services such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities. A hotel/motel unit may not contain a kitchen. Outdoor athletic courts and facilities are permitted accessory uses.

INCENTIVE OR BONUS

Adjustments to the permissible density, area, height, open space, use or other provisions of this chapter.

INCENTIVE UNIT

A five-percent reduction in the minimum green space required in a project.

INDUSTRY, HEAVY

Heavy industrial uses include those in which raw materials are processed and/or used to manufacture, fabricate, or assemble finished goods or products, with accessory exterior storage of goods, materials, and finished products.

INDUSTRY, LIGHT

Light industrial uses include those which are conducted indoors and which do not involve exterior storage of raw materials, goods, or finished products. Such uses may include showrooms for the sale of finished products. All work takes place wholly within an enclosed building.

INN

See "hotel."

JUNKYARD

The use of more than 200 square feet of the area of any lot, whether inside or outside a building, or the use of any portion of a lot lying within 100 feet of any street for the storage, keeping or abandonment of junk, including scrap metals or other scrap materials, or the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

KENNEL

A place where more than one animal is kept for breeding, training or boarding or for hire, compensation or profit. Exempt from the definition of "kennel" is the incidental indoor boarding of animals by retail pet stores and veterinary clinics.

KITCHEN

A space, 60 square feet or more in floor area, used for cooking or preparation of food.

KITCHENETTE

A space, less than 59 square feet in floor area, used for cooking or warming of food and containing, at minimum, a refrigerator, a stove and/or cook top, and a sink.

LANDSCAPED AREAS

Those areas of a lot consisting of lawns, trees, plants and other natural materials which are designed to be green areas and which shall not contain buildings or structures other than fences and shall not be used for the display or storage of any merchandise or material or used for parking of vehicles.

LANDSCAPING COMPANY

An establishment providing general landscaping and/or lawn maintenance services for residential, farm, industrial or commercial uses, and which may involve outdoor storage of materials used in the trade, machinery or equipment.

LAWN CARE SERVICE COMPANY

An establishment providing general landscaping and/or lawn maintenance services for residential, farm, industrial or commercial uses, and which does not involve outdoor storage of materials used in the trade, machinery or equipment.

LIBRARY

A publicly operated facility housing a collection of books and other printed or recorded materials maintained for reading, consultation, study and research, with a staff trained to provide services to meet the needs of its users. A "library" may also provide educational, cultural and recreational programs or events, and may provide access to and instruction in the use of online and Internet resources.

LIGHTING DEVICE

Any light, string of lights or group of lights located or arranged so as to illuminate a billboard, sign, structure or building.

LOADING

The actual movement of persons, merchandise, goods or cargo into or out of a vehicle.

LOGO

A symbol, graphic, trademark or emblem commonly associated with or representing a specific entity, product or concept.

LOT

A parcel of land occupied or designed to be occupied by one or more buildings and the accessory structures or uses customarily incident thereto, including such yards as are required by this chapter or are arranged and designed to be used in connection therewith.

LOT, CORNER

A lot or parcel of land abutting upon two or more streets at their intersection or upon two parts of the same street forming an interior angle of less than 135°.

LOT, INTERIOR

A lot other than a corner lot.

LOT, THROUGH

A lot which fronts upon two streets which do not intersect at the boundaries of the lot.

LOT AREA

The total area within the lot lines of a lot, excluding any street rights-of-way.

LOT AREA, MINIMUM

The smallest lot area established by this chapter on which a use or structure may be located in a particular zoning district.

LOT FRONTAGE

The length of the front lot line measured at the street right-of-way line.

LOT LINE

A line of record bounding a lot which divides one lot from another lot or from a street or any other public space.

LOT LINE, FRONT

The lot line separating a lot from a street. On a corner lot, adjacent front lot lines shall be divided at the midpoint of their connecting curve.

LOT LINE, REAR

The lot line opposite and most distant from the front lot line. A corner lot may have no rear lot line but has at least two front lot lines and two side lot lines.

LOT LINE, SIDE

Any lot line other than a front or rear lot line.

LOT OF RECORD

A lot which exists as shown or described on a plot or deed in the records of the local registry of deeds.

LOT WIDTH

The shortest distance within a lot between opposing side lot lines. On a corner lot, the shortest distance within the lot between a side lot line and the opposing front lot line.

MAINTENANCE

Preservation or upkeep of the condition of property.

MAJOR ROAD

State or county roads except Wolf Road, NYS Route 2, NYS Route 9 south of NYS Route 2, and NYS Route 5.

MANUFACTURED HOME

A factory-manufactured structure constructed and transportable upon one or more permanent chassis, designed to be used as a single-family residential dwelling, with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. The chassis of a manufactured home shall have as an integral part a frame as defined by this article. The removal of the drawbar and coupling mechanism, running-gear assembly or lights from the chassis shall have no effect upon this definition. A manufactured home may contain parts that fold, collapse or telescope when being towed and expand later to provide additional cubic capacity as well as two or more separately towable components designed to be joined into one integral unit, capable of being again separated into the components for repeated towing. Calculations used to determine the number of square feet in a structure will be based on the structure's exterior dimensions measured at the largest horizontal projections when erected on site. These dimensions will include all expandable rooms, cabinets and other projections containing interior space but shall not include bay windows.

MANUFACTURED HOME PARK or MANUFACTURED HOME SUBDIVISION

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MANUFACTURING, LIGHT

A low-intensity business involving assembly or disassembly of items, wherein all work takes place wholly within an enclosed building of 5,000 square feet or less, and where finished products may be sold on site.

MARINA

Any facility which provides services or berthing places for vessels on the Town's waterways.

MASSAGE THERAPIST

A health professional licensed by the State of New York to apply a variety of scientifically developed massage techniques to the soft tissue of the body to improve muscle tone and circulation.

MEDICAL OFFICE

A facility providing outpatient health care. Medical offices may include, but not be limited to, diagnostic, therapeutic, preventative, rehabilitative or palliative services. This definition shall not include hospitals, crisis intervention centers, substance abuse treatment centers, clinics or any overnight occupancy.

MESSAGE

Wording or copy on a sign.

MICROBREWERY/BREW PUB

A limited-production brewery, typically producing specialty beers, with small scale on-site production and consumption, and with accessory off-site distribution.

MINING

The extraction or removal of minerals from the ground, as defined in applicable law of the State of New York regulating such use.

MINI-MART

A convenience food store which includes the retail sale of motor vehicle fuel.

MINI-WAREHOUSE/SELF-STORAGE FACILITY

A building or series of buildings with space rented on a temporary basis for storing nonhazardous goods; business, personal or household effects, and other items of personal property.

MINOR ROAD

All roads in the Town of Colonie not considered "major roads."

MODULAR HOME

A structure which meets the criteria delineated by the New York State Uniform Fire Prevention and Building Code for single-family or multifamily residential units and is designed only for erection or installation on a site-built permanent foundation. A modular home is not designed to be moved once erected or installed on a site-built permanent foundation, and must bear a manufacturer's certification that, to the manufacturer's knowledge, the modular home is not intended to be used other than on a site-built permanent foundation.

MOTEL

See "hotel."

MOTOR VEHICLE DETAILING SHOP

A facility for performing of thorough cleaning, restoration, and finishing of a motor vehicle's exterior and/or interior.

MOTOR VEHICLE OR BOAT SALES AND SERVICE

Any area of land, including structures thereon, that is used for the retail sales of motor vehicles or boats and accessories, which may or may not include accessory repair shop services.

MOTOR VEHICLE OR BOAT STORAGE YARD

An open area, building or series of buildings on the same lot arranged, intended or designed to be used for the temporary storage only of motor vehicles or boats, with or without an attendant.

MOTOR VEHICLE RENTAL AGENCY

Any area of land, including structures thereon, that is used for the rental of motor vehicles.

MOTOR VEHICLE REPAIR SHOP (MAJOR)

Any establishment that offers repair of damaged or malfunctioning major motor vehicle systems or components, including but not limited to engines, transmissions, axles, frames, body parts, painting of body parts, suspension components other than shock absorbers and struts, steering systems, cooling systems, air conditioning, and interior or exterior trim.

MOTOR VEHICLE REPAIR SHOP (MINOR)

Any establishment that offers minor repairs, maintenance and servicing functions for motor vehicles, including but not limited to oil changes, brake service and installation or repair of tires, mufflers, shock absorbers and suspension struts, or any establishment at which motor vehicles are inspected for the purposes of appraising, evaluating or estimating the extent or value of motor vehicle damage or the necessity or cost of motor vehicle repairs.

MOTOR VEHICLE SERVICE STATION

A building or premises or portion thereof arranged, intended or designed to be used for the sale at retail of motor vehicle fuel and accessories.

MOVIE THEATER

A building or part of a building devoted to the commercial showing of motion pictures.

MUNICIPAL USES

Includes municipal buildings, municipal parking, public streets, storm sewers, water systems, bus shelters and park-and-ride transit facilities.

NATIONAL GEODETIC VERTICAL DATUM (NGVD)

As corrected in 1929, a vertical control used as a reference for establishing varying elevations.

NEW CONSTRUCTION

Structures for which the start of construction commenced on or after the effective date of this chapter.

NIGHTCLUB

An establishment that offers the sale of liquor in conjunction with live entertainment and/or dancing and that is licensed in accordance with the relevant statute.

NONCONFORMING USE

Any lawfully established use of property existing at the time of the passage of this chapter that does not conform to the regulations thereof.

NURSERY

An area or place where seeds and plants are grown for transplanting, for use as stocks, for budding and grafting or for sale, either within a greenhouse or out of doors.

OFFICE, MEDICAL

Any building or part of a building in which licensed professional health care providers provide medical, dental or podiatric care.

OFFICE, PROFESSIONAL OR BUSINESS

Any building or part of a building in which one or more persons are employed in the management or direction of an agency, business or organization, but excludes such uses as retail sale; manufacture, assembly or storage of goods; or place of assembly or amusement.

OFFICIAL HIGHWAY MAP

The Town of Colonie Official Highway Map, as presently existing or as subsequently adopted or amended.

OPEN DEVELOPMENT AREA (ODA)

A parcel or parcels of land for which permits may be issued for the erection of structures to which access is given by right-of-way or easement pursuant to Town Law § 280-a.

OVERSIZED VEHICLE

Every vehicle having an overall length of more than 25 feet or an overall width of more than eight feet or an overall height (exclusive of antennas or similar accessories) of more than eight feet or

weighing more than 8,000 pounds. All such widths are inclusive of loads and attachments.

OWNER

A person recorded as such on official records and including but not limited to a duly authorized agent, purchaser, devisee or any person having a vested or contingent interest in the property in question.

PAINTBALL

A game in which players on one team seek to eliminate those on an opposing team by marking them with a water-soluble dye shot in.

PARCEL

A piece of real property which is defined on an approved subdivision map recorded with the Albany County Clerk or is legally defined in a deed recorded with the Albany County Clerk.

PARK

A tract of land designated for use by the public for active or passive recreation.

PARKING

The stopping of a vehicle, whether or not attended or occupied, for any interval of time longer than necessary for loading.

PERMANENT RESIDENCE

The occupancy of a dwelling unit by the same natural person or family for 30 or more consecutive days.

PERMIT STICKER

A sticker affixed either to the face or the channel of a sign denoting that the sign to which it is affixed has been authorized by Town officials pursuant to the provisions of this chapter.

PERMITTED USE

Any use which is included in the list of permitted uses in the zoning district in which it is located or proposed to be located. A use established pursuant to the grant of a use variance shall not be considered a permitted use.^[6]

PERSON

Any individual, firm, partnership, association, corporation, company, institution or organization of any kind.

PERSONAL SERVICE BUSINESS

Any business for personal grooming or care, including, but not limited to, hair salon, barbershop, nail salon, massage therapist, tanning salon, and day spa.

PET GROOMING

Any business for grooming of pets, including hygienic care, cleaning, clipping, bathing, brushing and styling. Exempt from the definition of "pet grooming" are kennels, retail pet stores and veterinary clinics.

PLACE OF WORSHIP

Any structure in which any recognized religious organization which has a tax-exempt status pursuant to the United States Internal Revenue Code meets to practice its religion.

PLANNING BOARD

The Town of Colonie Planning Board.

PORTABLE STORAGE STRUCTURE

A structure that is designed, constructed, and commonly used for temporary placement on residential property for the purpose of temporary storage of personal property.

PRESCHOOL

An educational program intended primarily for children not yet attending kindergarten.

PRESCHOOL, ACCESSORY

An educational program intended primarily for children not yet attending kindergarten and accessory to a place of worship or school.

PRIMARY ENTRANCE

The entrance primarily used by customers/guests to enter a building.

PRIMARY FRONTAGE or SECONDARY FRONTAGE

Where a parcel has more than one public highway right-of-way abutting it, one frontage shall be designated by the applicant as the "primary frontage" of the parcel, the other frontage(s) for said parcel shall be known as the "secondary frontage(s)." Where frontage along the highway is discontinuous, one continuous segment of the frontage shall be designated as the "primary frontage." The remaining segments shall be known as "secondary frontages."

PRIVATE CLUB

A group of people organized for a not-for-profit purpose to pursue common goals, interests or activities and usually characterized by certain membership qualifications, payment of fees and dues, regular meetings and constitution and bylaws. A lodge used for meetings by fraternal organizations shall be considered a "club" so long as it is not used for dwelling purposes. Commercial organizations, such as but not limited to tennis clubs, racquet clubs and physical fitness clubs, shall not be considered private clubs.

PROJECT SPONSOR

See "applicant."

RECREATION FIELD

An area set aside for team sports or other passive recreational activities, such as walking and picnicking, which do not require buildings or structures other than accessory sanitary facilities.

RECREATIONAL VEHICLE

A vehicle which is designed to be used as a temporary dwelling for travel, recreational or vacation purposes, including but not limited to the following:

A. TRAVEL TRAILER

A vehicular, portable structure built on a chassis, designed to be towed behind a motor vehicle.

B. PICKUP CAMPER

A structure designed primarily to be mounted on a pickup or truck chassis.

C. MOTOR HOME

A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.

D. TENT CAMPER

A portable dwelling, consisting primarily of a folding tent mounted on a trailer body.

REMOVAL OF VEGETATION

The clearing or cutting of live plant material from the land, including grass or other ground cover, brush, shrubs and trees.

RESEARCH AND DEVELOPMENT LABORATORY

A building or structure built, altered and/or equipped for experimental or scientific study or testing and analysis for experimental research in the field of study and limited construction of pilot or test models and materials and which does not emit or pass off sound, vibration, light, odors, smells, smokes or other noxious or bothersome products beyond the boundaries of the structure.

RESTAURANT

A building or structure or portion thereof, primarily arranged, intended or designed for the service of meals at tables or counters.

RETAIL

The sale of goods or commodities to ultimate consumers.

RETAIL BUSINESS

Any building, or that portion of any building, used as a place of commercial business that provides the sale, rental or servicing of goods or commodities directly to the consumer, where such goods are normally available for immediate purchase and removal from the premises by the purchaser. Such use may include an artisan studio/shop.

ROOF

Any exterior building surface whose slope is less than two vertical to one horizontal.

ROOFLINE

The top edge of the roof or top of the parapet, whichever forms the top line of the building silhouette.

SCHOOL

Any not-for-profit, public or private university, college, elementary, junior high, middle or high school, accredited or chartered by the New York State Education Department or the New York State Board of Regents.

SENIOR CITIZEN

A person 55 years of age or older.

SENIOR CITIZEN OR HANDICAPPED FAMILY

- A. A family of two or more persons, the head of which (or his or her spouse) is a senior citizen or a handicapped person;
- B. The surviving member or members of any such family who were living with a deceased member of the family at the time of his or her death;
- C. Two or more senior citizens or handicapped persons living together; or
- D. One or more senior citizens or handicapped persons living with a home health care provider who provides essential care to the senior citizen(s) or handicapped person(s) based on a certification of need for such care by a qualified health care practitioner.

SEQRA

The New York State Environmental Quality Review Act.

SERVICE BUSINESS

Any commercial enterprise whose primary activity is the provision of services or assistance, as opposed to products, to individuals, business, industry, government or other enterprises.

SETBACK

The minimum distance required between a structure and a lot line.

SETBACK, MAXIMUM

The maximum permitted distance between a front lot line and a building, as measured to the nearest point of the building wall facing that lot line. Canopies, awnings, eaves or other such projections shall not be considered in measuring the maximum setback.

SHIPPING STORE, RETAIL

A nongovernmental facility that provides retail shipping, postal, mailbox, business and document services to the general public for a fee.

SHORT-TERM RENTAL

Any permanent single- or multifamily residence that is advertised and/or rented for a period of less than 30 days through an online platform or application, including, but not limited to, AirBNB, VRBO, HomeAway, HometoGo, FlipKey, Booking.com, 2nd Address.

SIGN

Any identification, description, illustration or device, illuminated or nonilluminated, which is visible from any public place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise, or any logo, painting, banner, pennant, placard or temporary display designated to advertise, identify or convey information, with the exception of window displays and national flags. "Signs" shall also include all sign structures.

SIGN AREA

The area of the largest single face of the sign within a perimeter which forms the outside shape, including any frame, or forms an integral part of the display, but excluding the necessary supports

or uprights on which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled.

SIGN STRUCTURE

Any structure which supports, has supported or is capable of supporting a sign, including the decorative cover.

SIGN, ABANDONED

A sign which, for a period of 90 consecutive days, has not correctly directed or exhorted any person, advertised a bona fide business, lessor, owner, product or activity conducted or product available on the premises where such sign is displayed.

SIGN, A-FRAME

A portable sign which is typically constructed or shaped in the form of the letter "A."

SIGN, ANIMATED

Any sign which includes action or motion or whose copy is changeable by other than direct manual intervention.

SIGN, CHANGEABLE COPY (AUTOMATIC)

A sign, such as an electronically or electrically controlled public service time, temperature and date sign, message center or reader board, where different copy changes are shown.

SIGN, CHANGEABLE COPY (MANUAL)

A sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.

SIGN, COMPLEX IDENTIFICATION

A sign identifying a complex but which does not include identification of any individual business within the complex.

SIGN, CONSTRUCTION PROJECT IDENTIFICATION

A temporary sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors and similar persons or firms having a role or interest with respect to the structure or project.

SIGN, COPY AREA OF

The entire area within a single continuous perimeter composed of squares, rectangles, circles, ovals or any other geometrical shape which enclose the extreme limits of the message, announcement or decoration on a fascia, wall or freestanding sign.

SIGN, DIGITAL

Any sign displaying static images controlled by electronic communication.

SIGN, DIRECTIONAL

Any sign commonly associated with and limited to information and directions necessary and convenient for persons coming on the property, including signs marking site entrances, parking areas, one-way drives, rest rooms, pickup and delivery areas and the like.

SIGN, DIRECTORY

Any sign containing a list of the names of business establishments located within a building complex. The style, lettering and color for all tenants identified on such signs shall be substantially similar. No logos shall be permitted on such signs.

SIGN, DOUBLE-FACED

Any two-faced sign utilizing both faces or surfaces for display purposes.

SIGN, FREESTANDING

Any sign not affixed to a building.

SIGN, GOVERNMENTAL

A sign erected and maintained pursuant to and in discharge of any governmental function or required by any law or ordinance or governmental regulation.

SIGN, GRAND OPENING

A temporary sign permitted for 30 days only to announce the opening of a completely new enterprise or the opening of an enterprise under new management.

SIGN, GROUND LEVEL

The average ground elevation within 10 feet measured horizontally of a sign base.

SIGN, IDENTIFICATION

A sign which is limited to the name, address and number of a building, institution, complex or person.

SIGN, ILLEGAL

Any sign which is abandoned or is not properly maintained or for which a valid Town of Colonie building or sign permit has not been obtained and which is not exempt from the provisions of this article.

SIGN, ILLUMINATED

Any sign which emanates light either by means of exposed tubing or lamps on its surface or by means of illumination transmitted through the sign surface or which reflects lights from a source intentionally directed upon it.

SIGN, OFF-PREMISES

Any sign advertising or calling attention to any business or activity not located on the same continuous parcel of real estate as the sign, or any sign advertising or calling attention to any commodity or service not sold or offered upon the same continuous parcel of real estate as the sign.

SIGN, PERMANENT

A sign for which a permit has been issued pursuant to the provisions of this chapter for the period stated in the permit.

SIGN, POLITICAL

A temporary sign announcing or supporting political candidates or issues connected with any national, state or local election.

SIGN, PORTABLE

A sign designed or constructed in such a manner that it can be moved or relocated without involving any structural or support changes.

SIGN, PRIMARY COMPLEX IDENTIFICATION

Complex identification sign located on a parcel's primary frontage.

SIGN, PRIVATE SALE

A temporary sign advertising the sale of personal property at house sales, garage sales, rummage sales and the like.

SIGN, PROJECTING

A sign that is wholly or partly dependent upon a building for support and which projects more than 18 inches from such building.

SIGN, PUBLIC SERVICE INFORMATION

Any sign intended primarily to promote items of general interest to the community, such as time, temperature and date, atmospheric conditions, news or traffic control, etc.

SIGN, REAL ESTATE

A sign pertaining to the sale or lease of the premises or a portion of the premises on which the sign is located, excluding, however, "sold by" signs.

SIGN, RESIDENTIAL SUBDIVISION IDENTIFICATION (PERMANENT)

Any identification that identifies the name of a subdivision only; it must be accompanied by a maintenance agreement from the entity responsible to maintain the sign; it may be located on an individual parcel or on open space within the subdivision.

SIGN, RESIDENTIAL SUBDIVISION IDENTIFICATION (TEMPORARY)

Any identification that identifies the name of a subdivision but may also identify the builder, architect, and/or lending institution; it may be located on an individual parcel or on open space

within the subdivision; it must be removed when the last lot has been issued a building permit.

SIGN, ROOF

Any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

SIGN, ROTATING

Any sign or portion of a sign which moves in a revolving or similar manner, but not including multi-prism indexing signs.

SIGN, SECONDARY COMPLEX IDENTIFICATION

Complex identification sign located on a parcel's secondary frontage(s).

SIGN, TEMPORARY

Any sign permitted pursuant to the provisions of this article other than a permanent sign.

SIGN, WALKWAY

A sign affixed to the underside of a permanent, covered walkway fronting and connecting three or more commercial premises having direct customer access to the outdoors and erected perpendicular to the fronts of such premises at the entrance so as to aid passerby pedestrians in identifying the location of such premises. All such signs within a commercial complex shall be of the same coloring and shall use the same lettering style and shall not contain logos or any other information than the name of the commercial establishment.

SIGN, WALL

A sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and which does not project more than 18 inches from such building or structure.

SIGN, WINDOW

A sign which is applied or attached to the interior of a window or located within three feet of the interior of the window and which can be seen from the exterior of the structure and which is nonelectric in nature.

SOLAR ENERGY EQUIPMENT

Electrical or thermal energy storage devices, material, hardware, inverters, or other electrical equipment and conduit of photovoltaic devices associated with the production of electrical energy.

SOLAR ENERGY SYSTEM

An electrical or thermal generating system composed of a combination of solar panels and solar energy equipment.

SOLAR ENERGY SYSTEM, GROUND-MOUNTED

A solar energy system that is anchored to the ground and attached to a pole or other mounting system and detached from any other structure and produces energy primarily for the purpose of onsite consumption.

SOLAR ENERGY SYSTEM, ROOF-MOUNTED

A solar panel system located on the roof of a building that produces energy for onsite or offsite consumption.

SOLAR FARM

A ground-mounted commercial solar energy system that produces energy primarily for the purpose of offsite sale or consumption.

SOLAR PANEL

A photovoltaic device capable of collecting and converting solar energy into electrical or thermal energy.

SPECIAL FLOOD HAZARD, AREA OF

The land in the floodplain within the Town subject to a one-percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1 through A99, V, VO, VE or V1 through V30. It is also commonly referred to as the "base floodplain" or "one-hundred-year floodplain."

START OF CONSTRUCTION

The initiation, excluding planning and design of any phase of a project, of physical alteration of a property, and shall include land preparation, such as clearing, grading and filling; installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms. It also includes the placement and/or installation on the property of accessory buildings (garages, sheds), storage trailers and building materials. For manufactured homes, the "actual start" means affixing of the manufactured home to its permanent site.

STOREFRONT

In a single-tenant building, the linear distance of that wall of a building which contains the main entrance to the building. In a complex, the linear distance of that wall which encloses a tenant space and contains the tenant's primary access to the outdoors.

STORY

That portion of a building's habitable space, other than a basement, included between the surface of any floor and the surface of the floor next above it.

STREET

A public or private right-of-way for vehicles or pedestrians, excluding limited access highways and navigable waterways, used or laid out to be used in connection with two or more lots, and which embraces all of the right-of-way, whether paved or not, including ditches. A street shall be deemed to have been laid out prior to the passage of this chapter if a map showing such street was at such time on file in the office of the Albany County Clerk.

STREET NUMBER PLATE

A nonelectric sign identifying the number and/or name of the street where a specific building is located.

STRUCTURE

An assembly of materials forming a construction framed of component parts and installed on, above or below the surface of land or water. Structures include but are not limited to buildings, gas or liquid storage tanks, ground and roof solar arrays, and sheds, and exclude such things as signs, sidewalks, paving, fences, retaining walls, decorative walls, subsurface utilities, utility service boxes, and mailboxes.

SUBDIVISION

The division of a lot, tract or parcel of land into lots, tracts, parcels or other divisions of land for sale, development or lease.

A. MAJOR

Any subdivision not classified as minor.

B. MINOR

Subdivision of a parcel of land into four lots or fewer where no new public streets or utilities are required.

SUBSTANCE ABUSE TREATMENT CENTER

An outpatient medical facility that provides ongoing addiction and substance abuse treatment to individuals, including, but not limited to, the administration and/or disbursement of medications to treat substance abuse disorders and/or addiction. A substance abuse treatment center may be an accessory use to a hospital and may include medical office(s). This definition shall not include crisis intervention centers as defined by the Code of the Town of Colonie.

SUPERMARKET

Any building or structure or portion thereof, having more than 5,000 square feet in gross floor area, used for the retail sale of a variety of goods, which may include dairy products, baked goods, fresh or prepared meats, beverages, fresh or prepared foods, fresh fruits and vegetables, canned foods, dry goods, and automotive, household, health, and stationery supplies, and which may also include seating for on-site consumption.

SURVEYOR

A person licensed and registered as a land surveyor by the State of New York or who has been issued a limited permit as a professional land surveyor in the State of New York.

THEATER

See "cultural venue."

TOWN

The Town of Colonie.

TOWN BOARD

The Town of Colonie Town Board.

TOWN ENGINEER

The duly designated Town Engineer of the Town of Colonie or his authorized deputy, agent or representative.

TRANSFER STATION

An intermediate destination for solid waste.

TRANSIT FACILITY, BUS SHELTER

A small, roofed structure, having from one to three walls, located near a street, and designed primarily for the protection and convenience of bus passengers.

TRANSITIONAL HOUSING

A form of temporary housing involving supervised community living and support services designed to prepare formerly incarcerated persons, formerly homeless persons, and/or individuals recovering from substance abuse and/or mental health crisis for future independent living. Transitional housing shall include, but not be limited to, facilities commonly known as half-way houses, three-quarter houses, sober living houses, residential reentry homes, but shall not include physical rehabilitation centers.

TRUCK GARDEN

A parcel on which produce, flowers, ornamental plants or nursery stock are grown for on-premises or off-premises sale.

UNCONSTRAINED LAND

The total acreage of a proposed development parcel excluding constrained land.

UTILITIES

All storm sewer, sanitary sewer, water distribution, gas, electric power, telephone, cable television, and similar services, designed and installed with the intent to serve the general public.

VARIANCE

A grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

VARIANCE, AREA

Any variance granted by the Zoning Board of Appeals, the issuance of which allows a lot to be created, or a use, building or structure to be established, with different dimensional or other physical characteristics (e.g., lot area or width, building height or area, front, rear or side yard depth) than would otherwise be permitted.

VARIANCE, USE

Any variance granted by the Zoning Board of Appeals, the issuance of which allows a use to be established in a district or portion of a district in which it would not otherwise be permitted.

VEHICLE

Passenger auto, truck, tractor-truck, trailer, bus, motorcycle or other such machine or equipment, however propelled, including but not limited to tractors and bulldozers or any device in, upon or by which any person or property may be transported upon a street.

VETERINARIAN

A licensed professional who provides care, diagnosis and treatment of sick, ailing, infirm or injured animals and those that are in need of medical or surgical attention.

WALL

Any building surface whose slope is two vertical to one horizontal or steeper.

WAREHOUSE STORAGE/DISTRIBUTION

A building or part of a building used for the storage and distribution of goods, wares, merchandise, substances or articles. Warehousing does not include mini-warehouse/self-storage facility, and does not include wholesale or retail sales.

WATERCOURSE

Any natural or artificial stream, river, creek, ditch, canal, waterway, gully, ravine or wash in which water flows in a definite direction or course, either continuously or intermittently, and which has a definite channel, bed and banks, and shall include any area adjacent thereto subject to inundation by reason of overflow or flood.

WATERCOURSE AREA

An area 100 feet either side of the center line of a watercourse channel and within a radius of 100 feet from the upstream and downstream ends of the watercourse channel center line. Where the watercourse channel is greater than 100 feet in width, the watercourse area shall extend to a distance of 50 feet from each side of the channel.

WATERCOURSE CHANNEL

That portion of the watercourse through which water physically passes under normal conditions.

WHOLESALE BUSINESS

Business dedicated primarily to the sale of commodities to retailers and shall include the sale of commodities for the purpose of carrying on any trade or business even if the said trade of business is the consumer or end user of the commodity.

YARD, FRONT

A space on the same lot with the building between the front building line and the front lot line. A building on a corner lot or through lot shall have a front yard with respect to each front lot line.

YARD, REAR

A space on the same lot with the building, excluding any front yard or side yard areas.

YARD, SIDE

A space on the same lot with the building, situated between the building and the side lot line, and extending through from the front building line to the rear building line or, on a through lot, lying between the two front building lines. A side yard shall be established with respect to each side lot line.

ZONING MAP

The Town of Colonie Zoning Map, as adopted on January 4, 2007, and as subsequently amended, which depicts the location of the various zoning districts in the Town of Colonie (excluding the incorporated villages of Colonie and Menands).^[7]

[1] *Editor's Note: The Dimensional Table is **included at the end of this chapter**.*

[2] *Editor's Note: See Real Property Law Art. 9-B.*

[3] *Editor's Note: See Art. VIII, Nonconforming Uses and Structures.*

[4] *Editor's Note: See Ch. 162, Streets and Sidewalks, Article II, Highway Specifications.*

[5] *Editor's Note: See Art. X, General Regulations, § 190-53.*

[6] *Editor's Note: See also the Table of Permitted Uses **included as an attachment to this chapter**.*

[7] *Editor's Note: The Zoning Map is on file and available in Town offices for inspection during normal business hours.*

ZONING AND LAND USE

190 Attachment 1

Town of Colonie

Table of Permitted Uses

[Amended 6-28-2007 by L.L. No. 10-2007; 8-28-2008 by L.L. No. 8-2008; 5-21-2009 by L.L. No. 4-2009; 11-5-2009 by L.L. No. 12-2009; 2-3-2011 by L.L. No. 13-2011; 7-28-2011 by L.L. No. 19-2011; 7-25-2013 by L.L. No. 13-2013; 5-1-2014 by L.L. No. 8-2014; 11-19-2015 by L.L. No. 12-2015; 3-23-2017 by L.L. No. 2-2017; 4-6-2017 by L.L. No. 4-2017; 8-30-2018 by L.L. No. 10-2018; 8-30-2018 by L.L. No. 11-2018; 8-30-2018 by L.L. No. 12-2018; 10-25-2018 by L.L. No. 16-2018; 9-29-2022 by L.L. No. 4-2022; 9-25-2025 by L.L. No. 5-2025]

KEY X - Permitted Use

A - Permitted Accessory Use

SUP - Use permitted by Special Use Permit

PSP - Use permitted by Planning Special Permit

WTSUP - Use permitted by Wireless Telecommunications Special Use Permit

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Airport									X		
Amusement use, indoor (excluding specific amusement uses enumerated in this table)			SUP	SUP	X	X	X	X	X		
Amusement use, large outdoor (excluding specific amusement uses enumerated in this table)			SUP	SUP	SUP	SUP	SUP	X	X		
Amusement use, small outdoor (excluding specific amusement uses enumerated in this table)			SUP	SUP	SUP	X	X	X	X		
Animal shelter								X	X		
Artisan studio/shop			X		X	X	X	X	X		
Automatic car wash						X	X	X	X		
Bakery, commercial							X	X	X		
Bakery, retail				X	X	X	X	X	X		
Bank			X	X	X	X	X	X	X		

COLONIE CODE

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
Bar					X	X	X	X	X		
Bed-and-breakfast			X		X	X	X	X			
Billboard											
Boardinghouse			SUP		SUP	SUP	SUP				
Brewery											
Building supplies						X	X	X	X		
Cannabis, retail			SUP	SUP	X	X	X	X	X		
Car wash						X	X	X	X		
Cemetery											X
Christmas tree sales (See General Regulations Article.)				X	X	X	X	X	X		
Clinic, dental or medical			X	X	X	X	X	X	X		
Commercial parking											
Community center		SUP	X	X	X	X	X	X	X		
Community center, accessory		A									
Construction company, large								X	X		
Construction company, small					X	X	X	X	X		
Convenience store				X	X	X	X	X	X		
Convention and exhibit center				X		X	X	X	X		
Correctional facility								X	X		
Crafting studio, alcohol licensed			SUP		X	X	X	X	X		
Crematory											X
Crisis intervention center				SUP				SUP	SUP		
Cultural venue			X	X	X	X	X	X	X		
Dance hall						X	X	X	X		
Day care, adult		SUP	X	X	X	X	X	X	X		
Day care, home	A	A	A	A	A	A	A	A	A		
Day-care center		SUP	X	X	X	X	X	X	X		
Drive-through use			A	A	A	A	A	A	A		
Dwelling unit accessory	A	A	A	A	A	A	A	A	A		
Dwelling unit, mixed-		X	X	X	X	X	X	X	X		

ZONING AND LAND USE

	SPR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
use											
Dwelling, multifamily (See additional use standards, restrictions, and exceptions for mixed-use zones below.)		X	X	SUP	X	X	X				
Dwelling, single-family (See additional use standards, restrictions, and exceptions for mixed-use zones below.)	X	X			SUP						
Dwelling, single-family farmhouse	A	A	A	A	A	A	A	A	A	A	
Dwelling, townhouse (See additional use standards, restrictions, and exceptions for mixed-use zones below.)		X	X		X	X	X				
Dwelling, two-family (See additional use standards, restrictions, and exceptions for mixed-use zones below.)		X				SUP					
Elder-care use		SUP	X	X	X	X	X	X	X		
Entertainment or retail adult (See General Regulations Article.)											
Farm	X	X	X	X	X	X	X	X	X	X	X
Farm brewery			SUP		X	X	X	X	X	X	
Farm stand	A	A	A	A	X	A	A	A	A	A	
Fast-food establishment			A	A	X	X	X	X	X		
Fire station	X	X	X	X	X	X	X	X	X	X	
Fraternity or sorority house	SUP	A	A	A	A	A	A	A	A		
Funeral home				X	SUP	X	X	X	X		
Garage sale (See	A	A	A	A	A	A	A	A	A		X

COLONIE CODE

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
General Regulations Article.)											
Garden center						X	X	X	X		
General contractor											
Golf course	X	X	X	X		X	X	X	X		
Golf course, miniature						X	X	X	X		
Health club			X	X		X	X	X	X		
Heavy equipment storage/sales/services				SUP			X	X	X		
Home occupation Level One (See General Regulations Article.)	A	A	A	A	A	A	A	A	A		
Home occupation Level Two (See General Regulations Article.)		SUP	SUP	SUP	SUP	SUP	SUP	SUP			
Hospital				X				X	X		
Hotel				X		X	X	X	X		
Hotels within Route 5 Corridor Inventory Study Area				PSP	PSP	PSP	PSP	PSP	PSP		
Industry, heavy								X	X		
Industry, light								X	X		
Junkyard								X			
Kennel								X	X		
Landscaping company						X	X	X	X		
Lawn care service company						X	X	X	X		
Library			X	X	X	X	X	X	X		
Manufactured home park		X							X		
Manufacturing, light			X			X	X	X	X		
Marina					X	X	X	X	X		
Microbrewery/brew pub			SUP		X	X	X	X	X		
Mini mart					SUP	X	X	X	X		
Mini warehouse/self-storage facility						SUP	SUP	X	X		
Mining								X			
Motor vehicle detailing			X		X	X	X	X	X		

ZONING AND LAND USE

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
shop											
Motor vehicle or boat sales and service						X	X	X	X		
Motor vehicle or boat storage yard								X	X		
Motor vehicle rental agency				X		X	X	X	X		
Motor vehicle repair shop (major)								X	X		
Motor vehicle repair shop (minor)						X	X	X	X		
Motor vehicle service station					X	X	X	X	X		
Movie theater					X	X	X	X	X		
Municipal uses	X	X	X	X	X	X	X	X	X		
Nightclub					X	X	X	X	X	X	
Nursery	X	X	X	X	X	X	X	X	X		
Nursing home		SUP	X	X	X	X	X	X	X	X	X
Office, medical			X	X	X	X	X	X	X		
Office, professional or business			X	X	X	X	X	X	X		
Park	X	X	X	X	X	X	X	X	X		
Personal service business			X	X	X	X	X	X	X		
Pet grooming			X	X	X	X	X	X	X		
Place of worship	X	X	X	X	X	X	X	X	X		
Portable storage structure	X	X	X		X	X	X	X	X		X
Preschool			X	X	X	X	X	X	X		
Preschool, accessory	A	A	A	A	A	A	A	A	A		
Private club				X	SUP	X	X	X	X		
Recreation field			X	X	X	X	X	X	X	X	
Research and development laboratory			X	X		X	X	X	X		
Restaurant				X	X	X	X	X	X		
Retail business (excluding specific retail sales uses enumerated in this			SUP	SUP	X	X	X	X	X		

COLONIE CODE

	SFR Single-Family Residential	MFR Multifamily Residential	OR Office Residential	CO Commercial Office	NCOR Neighborhood Commercial Office Residential	COR Commercial Office Residential	HCOR Highway Commercial Office Residential	IND Industrial	ABA Airport Business Area	LC Land Conservation	CEM Cemetery
table)											
School	X	X	X	X	X	X	X	X	X		
Service business			X	X	X	X	X	X	X		
Shipping store, retail			X	X	X	X	X	X	X		
Short-term rental)			SUP	SUP	X	X	X	X	X		
Sign (See Signs and Billboards Article.)			X		X	X	X	X	X		
Solar energy system, ground-mounted	X	X	X	X	X	X	X	X	X		
Solar energy system, roof-mounted	X	X	X	X	X	X	X	X	X	X	X
Solar farm											
Substance abuse treatment center				SUP		SUP	SUP	SUP	SUP		
Supermarket						X	X	X	X		
Transfer station								X			
Transitional housing				SUP				X			
Truck garden	X	X	X	X	X	X	X	SUP	SUP		
Veterinarian				X	SUP	X	X	X	X	X	
Warehouse											
storage/distribution								X	X		
Wholesale business							X	X	X		
Wireless											
telecommunications facility (See Ch. 189.)	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP	WTSUP