



## Department of Health

**ANDREW M. CUOMO**  
Governor

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

Patty HasBrouck  
Consultant  
60 Railroad Place, Suite 101  
Saratoga Springs, NY 12866

Date: February 27, 2020  
RE: CON 201030  
Upper Hudson Planned Parenthood Inc  
[REDACTED] County

Dear Patty:

Bureau of Financial Analysis review of the above application has revealed the need for additional information, as requested in the enclosure. In preparing answers to the questions, please repeat each question and then provide the answer. Please submit your response via your New York State Electronic Certificate of Need account within **14** days from the date of this letter in accordance with 10 NYCRR 600.2.

Processing your application by the Bureau of Financial Analysis cannot be completed until the information is received and reviewed. If this project requires review by the Public Health and Health Planning Council, such review may be delayed if the requested information is not timely received. Accordingly, while you have **14** days to respond, you are encouraged to submit the response at your earliest opportunity. Responses that result in corrections or revisions to specific CON Schedules (e.g. Schedules 8, 9 and 13) must be uploaded to the appropriate schedule location within the CON application.

The following information is required to complete the review for the above referenced application:

1. Schedule LRA 7 shows revenues associate with Charity Care. There should be no revenues (only visits) associated with Charity Care, since it is a free service. Please be advised that there are several errors in calculation that should be corrected. Total inpatient and outpatient revenues for the current year should correspond to the revenues on the 2018 Certified financial statements.
2. Effective January 1, 2020, New York State implemented an Across the Board (ATB) Medicaid Payment reductions of 1%. Complete Schedule LRA 7 in its entirety and deduct the 1% ATB payment reductions for Medicaid fee-for-service and managed care for First and Third years.

If you have any questions or need assistance, please contact me at 518-402-0953.

Sincerely,

**Tubal C. McLeod**

Senior Health Care Fiscal Analyst

Center for Facility Planning, Licensure and Finance



Bureau of Financial Analysis

Room 1882, Corning Tower ESP, Albany, New York 12237

**Application Number:** 201030  
**Facility Name:** Upper Hudson Planned Parenthood Inc  
**Project Description:** Relocate existing extension clinic from [REDACTED] to 120 Hoosick Street, [REDACTED] Troy  
- Safety Net SW

**Created By:** Tubal Mcleod , Financial Analysis and Review **on** 02/27/2020

**Correspondence Type:** Request for Additional Information

**Recipient:** Applicant

**Correspondence Visible To:** All

**Message:**

Please see attached 14-day letter.

**Attachments:**

201030 - 14 Day letter - 600.2.docx  \*\*

**Created By:** Applicant **on** 03/02/2020

**Correspondence Type:** Request for Additional Information

**Recipient:** Financial Analysis and Review

**Correspondence Visible To:** All

**Message:**

Per our discussion last week, the "current year" revenues, expenses and visits have been updated to reflect calendar year 2019 actual activity on Schedule LRA 7.

Despite the ATB Medicaid decrease, this project's original financial projections will not be impacted as family planning services are excluded from the rate reduction.

Please note that due to an internal billing issue that only affected Medicaid, reimbursement for the current year (2019) is approximately \$200,000 less than it should have been. Increases in Medicaid and Medicaid managed care in years one and three are solely due to increased visit volume.

The revised LRA 7 has been uploaded to the application and is attached here.

Please contact me with any questions.

Patty HasBrouck, 518-469-8491

**Attachments:**

Sch LRA 7 rev 01Mar2020.pdf  \*\*

**Created By:** Applicant **on** 03/24/2020

**Correspondence Type:** Request for Additional Information

**Recipient:** Financial Analysis and Review

**Correspondence Visible To:** All

**Message:**

Was our response acceptable? Has Financial Analysis completed its review of the project?

Thanks for any update! Be well, stay healthy.

Patty HasBrouck

**Created By:** Financial Analysis and Review **on** 03/30/2020

**Correspondence Type:** Request for Additional Information

**Recipient:** Hasbrouck, Patricia J

**Correspondence Visible To:** All

**Message:**

**Waiting for Information**

Good afternoon,

The application for Upper Hudson Planned Parenthood Inc is still under review. Due to recent events regarding the Coronavirus (COVID-19) pandemic, your application may take longer than usual to process. I appreciate your patience during this challenging time. Thank you.

Tubal McLeod

Senior Health Care Fiscal Analyst

**Created By:** Applicant on 04/21/2020  
**Correspondence Type:** Request for Additional Information  
**Recipient:** Financial Analysis and Review  
**Correspondence Visible To:** All  
**Message:**

Attached please find letter of commitment to fund the site should grant funding be modified in the future. Please note that the grants included in the budget have already been committed by NYS, they do not reflect any future grants.

Thank you! Stay safe!

Patty

**Attachments:**

UHPP NYSDOH Planning Letter 2020.pdf  \*\*

Application Number: 201030

Facility Name: Upper Hudson Planned Parenthood Inc

Project Description: Relocate existing extension clinic from [REDACTED] to 120 Hoosick Street, [REDACTED], Troy - Safety Net SW

### Executive Summary

Upper Hudson Planned Parenthood seeks to relocate its Troy health center to better meet the needs of its clients. Our new health center will be 6,720 square feet of space – an increase of 2,855 square feet. This expansion will allow for additional exam rooms, a well-equipped recovery room and an expanded multipurpose room for teens and the community we serve. Moving to the new location will provide a more accessible site, improve patient flow and create a comfortable, safe space for staff and clients.

Additional space at the new location allows for two more patient exam rooms for a total of six exam/procedure rooms, a larger recovery room, an expanded Teen Room (will double as a staff conference room) and two additional consult rooms. Safety and security features in the design and construction of the new space will help to maximize patient and staff safety.

Patient access to services will increase as hours, including Saturdays, and clinicians are added to the center's schedule in 2021. Visit volume is anticipated to increase slightly as a result of expanded access measures.

The larger and more accessible facility will strengthen our ability to meet the needs of our existing clients – medical, behavioral, social and educational – and help us to reach and serve new clients.

**Application Number:** 201030  
**Facility Name:** Upper Hudson Planned Parenthood Inc  
**Project Description:** Relocate existing extension clinic from [REDACTED] to 120 Hoosick Street, [REDACTED] Troy  
- Safety Net SW

<b>Submission Type:</b>	Application - Limited Review - Relocation of Extension Clinic		
<b>Project Status:</b>	Project Complete	<b>Project Status Date:</b>	09/01/2020
<b>Review Level:</b>	Limited	<b>Received Date:</b>	01/22/2020
<b>Total Project Cost:</b>	\$1,831,250.00	<b>Initial Review Date:</b>	02/24/2020
		<b>Acknowledgment Date:</b>	02/26/2020

**Main Site Information**

<b>Facility Name:</b>	Upper Hudson Planned Parenthood Inc		
	<b>Facility ID:</b>	10	
<b>Physical Address:</b>	[REDACTED]		
	<b>Facility Type:</b>	Diagnostic and Treatment Center	
<b>County:</b>	[REDACTED]	<b>Region:</b>	Northeast
	Upper Hudson Planned Parenthood Inc	<b>Operating Certificate Number:</b>	0101204R
<b>Current Operator:</b>	[REDACTED]	<b>Current Operator County:</b>	

**Contact Information**

<b>Name:</b>	Patty HasBrouck	<b>Title:</b>	Consultant
<b>Email:</b>	madisonhca@gmail.com	<b>Address:</b>	60 Railroad Place, Suite 101 Saratoga Springs, NY 12866
<b>Phone:</b>	(518) 469-8491		
<b>Fax:</b>	(518) 583-4999		

**Alternate Contact Information**

<b>Name:</b>	[REDACTED]	<b>Email:</b>	[REDACTED]@uhpp.org
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**Other**

<b>Withdrawn Date:</b>		<b>SubBatch2:</b>	OZ
<b>SubBatch1:</b>	30		
<b>CON Codes List:</b>			



## Department of Health

ANDREW M. CUOMO  
Governor

HOWARD A. ZUCKER, M.D., J.D.  
Commissioner

SALLY DRESLIN, M.S., R.N.  
Executive Deputy Commissioner

February 26, 2020

Ms. Patty HasBrouck  
Consultant  
Madison Healthcare Advisors  
60 Railroad Place, Suite 101  
Saratoga Springs, New York 12866

Re: 201030-L  
Upper Hudson Planned Parenthood, Inc.  
(Rensselaer County)  
Relocate existing extension clinic from  
[REDACTED] to 120 Hoosick Street,  
[REDACTED] Troy - Safety Net SW

Dear Ms. HasBrouck:

The above referenced limited review application (LRA), for which you have been designated the contact person, has been received by the Bureau of Project Management (BPM) for processing in accordance with 10 NYCRR 710.1(c)(5)-(7).

The BPM acknowledges receipt of the application and requisite fee, and has forwarded the LRA to the necessary reviewing units for continued processing. Any questions for clarification or additional information regarding this application will come directly from the reviewing unit(s).

The review and approval of your project, as required by the Public Health Law, must be obtained from the Director of the Center for Health Care Facility Planning, Licensure, and Finance prior to implementing this project.

If you have any questions regarding this project, please do not hesitate to contact me or my staff at (518) 402-0911.

Sincerely,

Barbara DeCeglie  
Deputy Director  
Division of Planning and Licensure

BD/JM/mb



## Department of Health

**ANDREW M. CUOMO**  
Governor

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

April 30, 2020

Ms. Patty HasBrouck  
Consultant  
Madison Healthcare Advisors  
60 Railroad Place, Suite 101  
Saratoga Springs, New York 12866

Re: 201030-L  
Upper Hudson Planned Parenthood, Inc.  
(Rensselaer County)  
Relocate existing extension clinic from [REDACTED]  
[REDACTED] to 120 Hoosick Street, [REDACTED]  
[REDACTED] Troy - Safety Net SW  
(\$1,831,250)

Dear Ms. HasBrouck:

The Department of Health approves the above application in accordance with the limited review provisions set forth in 10 NYCRR section 710.1(c)(3).

The Department approves this application with the enclosed condition(s).

At the time construction begins, you must complete the attached Construction Start Confirmation form and return it to the Bureau of Project Management.

It is understood that the commencement of construction is your acknowledgement that project costs do not exceed approved project costs as indicated in the reference line of this letter. Additional costs will not be eligible for reimbursement without the approval of the Department.

In accordance with 10 NYCRR 710.9, upon completion of the project an onsite inspection may be conducted by the Department to assure that all aspects of the project are in accordance with the governing codes and regulations. In order to ensure reimbursement and/or receive a revised operating certificate, you must contact the Regional Office using the "Regional Office" tab in NYSE-CON. The "Regional Office" tab enables applicants to propose pre-opening survey dates and request Department staff to schedule surveys. Additionally, the tab enables entry of applicant contact information and electronic communications during the pre-opening process. If appropriate, the Regional Office will schedule an on-site visit within sixty (60) days of receiving your request. If you have any questions, please contact the following Regional Office:

Capital District Regional Office  
875 Central Avenue  
Albany, New York 12206  
(518) 408-5329



Please note that due to the ongoing COVID-19 pandemic, requests for onsite inspections may be delayed.

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without the prior approval of the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

You are responsible for ensuring this project is completed within **one** year from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval.

Certificate of Need staff are interested in your experience with the CON process for this project. Please take a short survey to let us know how we are doing. The web address to the survey is <https://www.surveymonkey.com/s/9Y6258P>

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Corning Tower, Room 1842, Empire State Plaza, Albany, New York 12237.

Sincerely,

*George T. Macko*

George T. Macko  
Director  
Division of Planning and Licensure

Enclosure

**CONDITIONS:**

1. This project must be completed within one year from the date of this letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the project by the applicant and an expiration of the approval. [PMU]
2. Construction must start on or before June 30, 2020 and construction must be completed by December 30, 2020. It is the responsibility of the applicant to request prior approval for any changes to the start and completion dates. In accordance with 10 NYCRR Section 710.10(a), if construction is not started on or before the start date this shall constitute abandonment of the approval. [PMU]
3. Confirmation of a re-executed SHCFTP grant contract to reflect the correct facility address and the budget revision related to the use of non-grant funds in support of this project. [BFA]
4. The staff of the facility must be separate and distinct from the staff of other entities; the signage must clearly denote the facility is separate and distinct from other entities; the clinical space must be used exclusively for the approved purpose; and the entrance must not disrupt any other entity's clinical program space. [HSP]
5. The applicant is required to submit Final Construction Documents, as described in BAER Drawing Submission Guidelines DSG-05, prior to the applicant's start of construction for record purposes. [AER]

**BEDS AND/OR SERVICES APPROVED:**

Site	PFI	
<b>Upper Hudson Planned Parenthood, Inc. - Troy Center</b> 120 Hoosick Street, [REDACTED] [REDACTED] Troy, NY 12180  <i>Former Location</i> [REDACTED] [REDACTED]	<b>2799</b>	<b>Relocate existing extension clinic and certify the new location with the same services:</b> Medical Services - Primary Care [REDACTED] O/P

## **CONSTRUCTION START CONFIRMATION**

Upon the start of construction, please complete the following information and return this form to:

**Bureau of Project Management  
New York State Department of Health  
Corning Tower, Room 1842  
Albany, New York 12237**

**Project Number:** 201030 **County:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

**Project  
Description:** \_\_\_\_\_  
\_\_\_\_\_

**Date Construction Started:** \_\_\_\_\_

**Percent Complete to Date (if any):** \_\_\_\_\_%

**Anticipated Completion Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Application Number:** 201030  
**Facility Name:** Upper Hudson Planned Parenthood Inc  
**Project Description:** Relocate existing extension clinic from [REDACTED] to 120 Hoosick Street, [REDACTED], Troy  
- Safety Net SW

**Created By:** Jennifer Mullineaux , Project Management on 01/30/2020  
**Correspondence Type:** Incomplete Application Letter  
**Recipient:** Applicant  
**Correspondence Visible To:** All  
**Message:**

During the initial review of your application, it was found to be incomplete for the following reasons.

The new location of the project site has not been entered on the Sites tab. To correct this, click on the Sites tab, click the Modify Name/Address button, enter the new address in the fields provided, click the Save button and Confirm your changes.

Several LRA documents and schedules have been updated recently. Please complete the most recent versions of the LRA Cover Sheet and Schedule LRA 4 and upload them to the Application tab. The most recent LRA documents and schedules may be downloaded from the following web page.  
[https://www.health.ny.gov/facilities/cons/limited\\_review\\_application/consolidated\\_limited\\_review\\_application.htm](https://www.health.ny.gov/facilities/cons/limited_review_application/consolidated_limited_review_application.htm)

Per the latest version of the LRA Cover Sheet, Schedules LRA 6 and 7 are now required for extension clinic relocations. Please complete and upload these schedules and any related attachments to the Application tab.

## Jennifer Mullineaux

Bureau of Project Management

Center for Health Care Facility Planning, Licensure, and Finance

**Created By:** Applicant on 01/30/2020  
**Correspondence Type:** Incomplete Application Letter  
**Recipient:** Project Management  
**Correspondence Visible To:** All  
**Message:**

We have resubmitted the LRA Cover Page and LRA 4 and amended the Site Information.

We have two questions:

1. Is LRA 7 to be solely for the extension or for the organization as a whole? Neither the form nor the LRA instructions provide guidance.
2. We are not in a flood zone (as indicated on LRA 4). Do we still need to complete the FEMA BFE form?

Thank you for any guidance on these items!

Patty HasBrouck

**Created By:** Project Management **on** 01/31/2020

**Correspondence Type:** Incomplete Application Letter

**Recipient:** Hasbrouck, Patricia J

**Correspondence Visible To:** All

**Message:**

Good morning,

LRA 7 is for the project site only, not the whole organization. If the location is not in a flood zone, then you do not have to submit a FEMA form.

Thank you.

**Created By:** Project Management **on** 02/26/2020

**Correspondence Type:** Acknowledgement Letter

**Recipient:** A&E Self-Certification,Applicant,Certification and Surveillance - Hospital  
Services,Construction Cost Control,Financial Analysis and Review,State Environmental  
Quality Review

**Correspondence Visible To:** All

**Message:**

Acknowledgement Letter

**Attachments:**

201030 L.pdf  \*\*

**Created By:** Project Management **on** 04/30/2020

**Correspondence Type:** LRA Approval Letter

**Recipient:** A&E Self-Certification,Applicant,Certification and Surveillance - Hospital  
Services,Construction Cost Control,Financial Analysis and Review,State Environmental  
Quality Review

**Correspondence Visible To:** All

**Message:**

201030 - LRA Approval Letter

**Attachments:**

201030 LRA Approval Letter.pdf  \*\*

**Application Number:** 201030  
**Facility Name:** Upper Hudson Planned Parenthood Inc  
**Project Description:** Relocate existing extension clinic from [REDACTED] to 120 Hoosick Street, [REDACTED] Troy  
- Safety Net SW

**Created By:** Henry Joseph , State Environmental Quality  
Review **on** 02/26/2020  
**Correspondence Type:** Request for Additional Information  
**Recipient:** Applicant  
**Correspondence Visible To:** All  
**Message:**  
Dear Applicant:

The Schedule LRA 4 submitted with the application is incomplete. Please answer Part IV. Question 4.2, 4.3 and resubmit  
We anticipate your response asap and no more than 14 days in order to prevent further delay in the review process of the  
application. If you have any questions, please call 518-402-0904.

**Created By:** Applicant **on** 02/27/2020  
**Correspondence Type:** Request for Additional Information  
**Recipient:** State Environmental Quality Review  
**Correspondence Visible To:** All  
**Message:**  
Attached please find revised Schedule LRA 4. It has also been uploaded to the application.

All the best, Patty HasBrouck

**Attachments:**

sch LRA 4 rev 27feb2020.pdf  \*\*

## NYSE-CON All Sites Information with History

<b>Submission Number:</b>	201030
<b>Facility Name:</b>	Upper Hudson Planned Parenthood Inc
<b>Project Description:</b>	Relocate existing extension clinic from [REDACTED] to 120 Hoosick Street, [REDACTED], Troy - Safety Net SW

## Site Information

<b>Facility ID:</b>	2799	
<b>SiteType:</b>	Diagnostic and Treatment Center Extension Clinic	
	<b><u>Current:</u></b>	<b><u>Proposed:</u></b>
<b>Site Name:</b>	Upper Hudson Planned Parenthood, Inc.	Upper Hudson Planned Parenthood, Inc. - Troy Center
<b>Physical Address:</b>	[REDACTED],	120 Hoosick Street, [REDACTED] Troy, NY 12180
<b>County:</b>	[REDACTED]	RENSSELAER
<b>Site Added:</b>	01/22/2020 08:06:45 AM	<b>Site Modified:</b> 01/30/2020 02:50:46 PM

<b>Site Proposal Summary:</b>	Relocate and expand the size of the Troy extension clinic to 120 Hoosick Street, [REDACTED]. The new site will have two additional exam rooms, two additional consult rooms, and additional meeting/conference space while improving patient and staff safety, comfort and security.	<b>Summary Modified:</b> 01/22/2020 08:06:45 AM
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**LEASE**

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**BY AND BETWEEN**

**[REDACTED]. ("LESSOR")**

**AND**

**UPPER HUDSON PLANNED PARENTHOOD INC. ("LESSEE")**

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**LEASED PREMISES: +/- 6,654 USABLE SQUARE FEET  
(7,652 RENTABLE SQUARE FEET)  
AT HUDSON RIVER COMMONS SHOPPING CENTER  
LOCATED AT 120 HOOSICK STREET (ROUTE 7),  
CITY OF TROY, RENSSELAER COUNTY, NY ("SHOPPING CENTER")**

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**DATED: SEPTEMBER 30, 2019**

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## **SUMMARY OF BASIC LEASE PROVISIONS**

- A. Effective Date: September 30, 2019
- B. Lessor: [REDACTED].
- C. Lessee: **UPPER HUDSON PLANNED PARENTHOOD, INC.**
- D. Leased Premises: +/- 6,654 usable square feet (7,652 rentable square feet) at Hudson River Commons Shopping Center, as shown on Exhibit "A" attached hereto, and located at 120 Hoosick Street (Route 7), City of Troy Rensselaer County, NY
- E. Initial Term: Twenty (20) years
- F. Optional Terms: Four (4), five (5) year periods
- G. Fixed Rent: See Section 4.01
- H. Initial Lessee's Share: 5.78% based upon 7,652 sq. ft. divided by of RECAM 132,467 sq. ft.
- I. Security Deposit: \$15,941.67
- J. Surety: None
- K. Authorized Use: The operation of a Planned Parenthood providing professional medical services including, but not limited to, family planning and [REDACTED] services, and for no other purpose.

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## LEASE

**THIS LEASE** (“Lease”) is made and effective as of September \_\_\_\_, 2019 (the “Effective Date”) and is by and between [REDACTED] L.P., a New York limited partnership (“Lessor”) with an address c/o [REDACTED] and **UPPER HUDSON PLANNED PARENTHOOD, INC.**, a New York non-profit corporation (“Lessee”) with an address of [REDACTED]

The parties hereto, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, do hereby agree as follows:

### ARTICLE I - DEMISE OF LEASED PREMISES

#### 1.01 Leased Premises

(a) Lessor, for the Term (defined below) and subject to the provisions and conditions hereof, leases to Lessee, and Lessee leases from Lessor that certain approximately 6,654 usable square foot space (the “**Leased Premises**”) within the Hudson River Commons Shopping Center (the “**Shopping Center**”) located at 120 Hoosick Street (Route 7), City of Troy, Rensselaer County, New York. The Leased Premises are depicted on the Site Plan attached hereto as Exhibit “A”. Lessee agrees that Lessee shall occupy only such rentable square feet as Lessee is leasing hereunder and shall at no time occupy in excess of such total rentable square feet.

(b) Notwithstanding anything in this Lease to the contrary, Lessor and Lessee acknowledge and agree that (i) the Leased Premises shall be deemed to be comprised of approximately 7,652 rentable square feet because of a 15% add-on factor for the common hallway that leads to the Leased Premises (the “**Hallway**”); and (ii) 7,652 rentable square feet shall be used for purposes of determining Rent (defined below).

#### 1.02 Lessor’s Warranty of Title

(a) Lessor hereby represents and warrants to Lessee that Lessor is the registered and equitable owner of fee title to the Shopping Center subject to the covenants, conditions, restrictions, easements and other matters of record (collectively, the “**Restrictions of Record**”).

(b) (i) Notwithstanding the aforesaid and Exhibit “A” attached hereto, Lessor may at any time and from time to time, eliminate, relocate, change, add, or substitute improvements to the Shopping Center including, but not limited to, the shape, size, location, number, height or extent of the existing improvements at the Shopping Center in reference to landscaping, parking, signage, entrances, exits, and any and all other improvements as long as such improvements are made in accordance with governmental requirements and as long as such improvements do not materially, adversely affect the access or visibility to the Leased Premises

within the Shopping Center or from adjacent streets nor the use of the Common Areas (defined below).

(ii) In the event that Lessor renovates or remodels the front exterior of the Leased Premises or the Shopping Center, Lessee agrees to: (A) upon request of Lessor, remove its then existing signage to facilitate the remodeling work; (B) upon direction of Lessor, re-install such signage as is appropriate under the new criteria and consistent with such exterior remodeling; (C) replace Lessee's storefront if such replacements are part of Lessor's renovation plans; and (D) otherwise cooperate with Lessor to facilitate such renovation and remodeling. Lessor and Lessee shall equally share the cost of (A) through (D) of this section. Lessee consents to the performance of all work deemed appropriate by Lessor to accomplish any of the foregoing, and to any inconvenience or disruption caused thereby.

### **1.03 Lessor's Warranty of Quiet Enjoyment**

Lessor covenants and agrees that if Lessee timely pays the Rent and other charges herein provided for, and timely observes and keeps the covenants, conditions, and provisions of the Lease on Lessee's part to be kept or performed, Lessee shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the Term, as applicable, without hindrance or molestation by Lessor or any person claiming under Lessor.

### **1.04 Common Areas**

Lessee and its agents, employees and invitees, shall have the right to use, in common with all others granted such rights by Lessor, in a proper and lawful manner, the Common Areas. Such use shall be subject to the terms of this Lease and to such reasonable rules, regulations, limitations and requirements as Lessor may from time to time prescribe with respect thereto, including, without limitation, the reservation of any particular parking spaces or parking areas for the exclusive use of other lessees of the Shopping Center.

### **1.05 Rentable Square Feet**

Lessee understands, acknowledges and agrees (i) that the amount of rentable square feet set forth in Paragraph 1.01 above is calculated based on certain assumptions, and (ii) that such amount of rentable square feet is hereby accepted by Lessee for all purposes of this Lease, including, without limitation, for purposes of determining Fixed Rent (defined below) and Lessee's Share (defined below).

### **1.06 Lessee's Share**

(i) Lessee's Share of RECAM (defined below) ("**Lessee's Share**") shall be the rentable square footage of the Leased Premises (approximately 7,652) divided by the square footage of the leasable buildings on the same tax parcel as the Leased Premises (approximately 132,467) or; as of this date, 5.78%.

(ii) The square footage of the Leased Premises and the Shopping Center are measured by using dimensions from the center line of interior or party walls and from the exterior faces of exterior walls and are an approximation. Lessor may, at any time and from time to time, permanently eliminate or add square footage to the Shopping Center which will change Lessee's Share. Square footage added to the Shopping Center will not change Lessee's Share, nor will costs associated with such additional square footage be included in the calculation of Lessee's Share until:

(A) Such time as a Certificate of Occupancy has been issued by all governmental authorities for occupancy of such revised square footage for lessees; or

(B) Lessor agrees to separate such square footage from the calculations of the Common Area for purposes of Lessee paying Lessee's Share.

### **1.07 Summary**

Attached hereto is a Summary of Basic Lease Provisions ("**Summary**"). Lessor and Lessee acknowledge that the Summary was prepared based upon the provisions of the Lease and in the event there is any conflict in the provisions in the Lease and the provisions in the Summary, the parties acknowledge that the Lease shall take precedence.

## **ARTICLE 2 - USE**

### **2.01 Use of Leased Premises**

(a) (i) The Leased Premises shall be used by Lessee for the operation of a Planned Parenthood providing professional medical services including, but not limited to, family planning and [REDACTED] services (the "**Permitted Use**"), and for no other purpose.

(ii) Notwithstanding the aforesaid, the Permitted Use (A) must always be in accordance with all any licenses issued or required in reference to the Permitted Use, and (B) shall be subject to all exclusive and prohibited uses of other current tenants (and their assignees and successors) of the Shopping Center.

(b) Lessee warrants and represents that Lessee will obtain written consent from all governmental authorities with jurisdiction of the Leased Premises for the Permitted Use; and hereafter, Lessee shall timely perform all requirements of the governmental authorities to maintain such consents.

(c) Lessee acknowledges that Lessor is not obligated to perform any improvements or work upon the Leased Premises prior to the Initial Term Commencement Date or thereafter except as expressly provided in this Lease.

(d) Lessee shall not permit any odor or noise to interfere with or disturb the businesses of other lessees of the Shopping Center nor breach any laws of the governmental authorities with jurisdiction over the Shopping Center.

(e) Lessor shall maintain the Shopping Center free from pests, insects, and vermin by maintaining a contract with a reputable exterminating service to provide exterminating services for the Shopping Center, on an as needed basis, to maintain the Shopping Center free from pests, insects, and vermin. Lessee shall maintain the Leased Premises free from pests, insects, and vermin by maintaining a contract with a reputable exterminating service to provide exterminating services to the Leased Premises as needed. Upon written demand by Lessor, Lessee shall provide Lessor with copies of such written exterminating contract between Lessee and the licensed pest control company in compliance with the requirements of this paragraph.

## **2.02 Operation**

(a) Lessee shall keep all display windows and signs upon the front wall and façade of the Leased Premises lighted during the hours of 9:00 a.m. until 9:00 p.m. notwithstanding Lessee choosing not to be open for the Permitted Use during all of those hours.

(b) Lessee shall not “go dark” by vacating, abandoning, or deserting the Leased Premises during the Term of this Lease or permit the Leased Premises to be empty and unoccupied, other than for remodeling and repair of the Leased Premises for a period not in excess of sixty (60) days during the Lease Term.

(c) Lessor shall maintain the public restrooms at the Shopping Center. Lessor agrees that such restrooms shall remain locked at all times, and that Lessee shall be given keys to provide to its patients to use those restrooms.

## **ARTICLE 3 - LEASE TERM**

### **3.01 Initial Term**

The initial term of this Lease (the “**Initial Term**”) shall commence upon the substantial completion of Lessor Work (defined below) and delivery of possession and the key to the Leased Premises to Lessee (the “**Initial Term Commencement Date**”). Unless extended or sooner terminated as herein provided, the Initial Term of this Lease shall continue until and shall expire on the last day of the month which is twenty (20) years after the month in which the Rent Commencement Date (defined below) occurs (the “**Initial Term Expiration Date**”).

### **3.02 Holdover Term**

Should Lessee continue to occupy the Leased Premises after expiration of the Lease Term, or after a forfeiture or other termination thereof, such tenancy shall (without limitation on any of Lessor’s rights or remedies therefore) be one at sufferance from month to month (the “**Holdover Term**”) upon all of the terms and conditions of this Lease, except that the minimum monthly Rent shall be equal to 150% of the Fixed Rent payable for the last month of the Lease Term of this Lease plus the Additional Rent (defined below) (collectively, the “**Holdover Rent**”) and, in addition to the foregoing, Lessor shall be entitled to receive from Lessee all damages suffered or incurred by Lessor as a result of or arising from such holdover tenancy. Nothing contained herein shall grant Lessee the right to holdover after the Lease Term has expired except as set forth in section 18.35 of this Lease.

### **3.03 Optional Terms**

(a) Lessee is hereby granted the right and option (the “**Renewal Option**”) to extend the Initial Term of the Lease for four (4) additional periods of five (5) years each (each an “**Optional Term**” and collectively, the “**Optional Terms**”).

(b) Lessee shall exercise the Renewal Option for the applicable Optional Term by providing at least one (1) year prior written notice to Lessor before the expiration of the applicable Term.

(c) Notwithstanding the aforesaid, if Lessee is not current with all of its obligations to Lessor as of the date Lessee exercises the Renewal Option for the applicable Optional Term or if Lessee is not current on the date that the applicable Optional Term is to commence, Lessee’s timely exercise of the Renewal Option for the applicable Optional Term may be voided by Lessor, and if Lessor voids the Renewal Option, this Lease shall terminate upon the expiration of the current Term.

(d) The Optional Terms shall be on the same terms and conditions as contained herein, except that the monthly payments of Fixed Rent for the Optional Terms shall be as set forth in Section 4.01 below.

(e) The parties acknowledge that the time periods and deadlines contained in the provisions for the Optional Terms are of the essence.

### **3.04 Lease Year**

The term “**Lease Year**” shall mean and refer to that period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Term and each subsequent period of twelve (12) consecutive calendar months during the Term. If the Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months shall constitute the first Lease Year of the Term.

### **3.05 Lease Term**

Hereafter, the Initial Term, Optional Terms, and Holdover Term are sometimes collectively referred to as the “**Term**” or “**Lease Term**”.

### **3.06 Commencement Date Agreement**

Within ten (10) days after the Rent Commencement Date, Lessor and Lessee shall execute the Commencement Date Agreement attached hereto and made a part hereof as Exhibit “B”.



## ARTICLE 4 - RENT

### 4.01 Fixed Rent

(a) The Fixed Rent for the Initial Term shall be:

Initial Term	Rent PSF	Monthly Fixed Rent	Annual Fixed Rent
Initial Term Commencement Date – Rent Commencement Date	\$0.00	N/A	N/A
Years 1 – 5	\$12.50	\$7,970.08	\$95,650.00
Years 6 – 10	\$13.75	\$8,767.92	\$105,215.00
Years 11 – 15	\$15.13	\$9,647.90	\$115,774.76
Years 16 – 20	\$16.64	\$10,610.77	\$127,329.28

(b) The Fixed Rent for the first Optional Term shall be:

First Optional Term	Rent PSF	Monthly Fixed Rent	Annual Fixed Rent
Years 21 – 25	\$18.30	\$11,669.30	\$140,031.60

(c) The Fixed Rent for the second Optional Term shall be:

Second Optional Term	Rent PSF	Monthly Fixed Rent	Annual Fixed Rent
Years 26 – 30	\$20.13	\$12,836.23	\$154,034.76

(d) The Fixed Rent for the third Optional Term shall be:

Third Optional Term	Rent PSF	Monthly Fixed Rent	Annual Fixed Rent
Years 31 – 35	\$22.14	\$14,117.94	\$169,415.28

(e) The Fixed Rent for the fourth Optional Term shall be:

Fourth Optional Term	Rent PSF	Monthly Fixed Rent	Annual Fixed Rent
Years 36 – 40	\$24.35	\$15,527.18	\$186,326.20

(f) Fixed Rent due for any portion of a month shall be prorated.

(g) Lessee shall commence paying monthly payments of Fixed Rent for the Leased Premises to Lessor, in accordance with the foregoing schedules, on the earlier to occur of the (i) two hundred fortieth (240<sup>th</sup>) day after the Effective Date, or (ii) date Lessee opens for business in the Leased Premises (the earlier of such dates shall be referred to as the “**Rent Commencement Date**”).

(h) All Fixed Rent shall be paid in equal, monthly, and consecutive payments, in advance without demand, on the first (1<sup>st</sup>) day of each consecutive month thereafter during the Lease Term.

#### **4.02 RE Taxes**

(a) Lessee shall pay, in addition to Fixed Rent, all of Lessee's Share of real estate, use and occupancy taxes, if they are ever imposed, and other assessments and impositions assessed, charged, or imposed against the Shopping Center (collectively, the "**RE Taxes**").

(b) (i) Commencing on the Initial Term Commencement Date, Lessee shall pay Lessor with each monthly payment of Fixed Rent during the Lease Term, one-twelfth (1/12<sup>th</sup>) of the annual RE Taxes applicable to the Shopping Center multiplied by Lessee's Share.

(ii) Notwithstanding the aforesaid, if the Initial Commencement Date is on a day other than the first of a month, then Lessee shall pay a prorata portion of the RE Taxes to Lessor and Lessee shall be required to pay only a prorata portion of any other month during the Lease Term that does not end on the last day of a month.

(c) (i) The parties acknowledge that the Leased Premises is *not* separately assessed and Lessee shall *not* have the right to contest the RE Taxes. To the contrary, only Lessor shall have the right to contest RE Taxes and Lessee shall continue to pay Lessee's Share of all RE Taxes until such time as a new bill for such RE Taxes is imposed upon the Shopping Center and is final and non-appealable.

(ii) Lessee acknowledges that if Lessor contests any RE Taxes, whether successful, in whole, in part, or not at all, Lessee shall benefit, directly and indirectly, from such attempted reduction. Accordingly, whether or not Lessor is successful or not in such attempted reduction, Lessee acknowledges that Lessee shall pay Lessee's Share of the reasonable costs and expenses of the contest including, but not limited to, reasonable attorney and expert fees, incurred by Lessor.

(d) If at any time during the Term, pursuant to the laws of any governmental authorities with jurisdiction over the Shopping Center, a tax, charge, capital levy, or excise tax upon Rent is payable by Lessor, or other tax however described, shall be levied or assessed against Lessor on account of the Rent payable herein, such tax, charge, capital levy, or excise tax on Rent or other tax shall be deemed to constitute RE Taxes. Nothing herein contained, however, shall be construed so as to require the Lessee to pay or be liable for any gift, inheritance, estate, franchise, income, profit, capital, transfer or similar tax, or any other tax in lieu of any of the forgoing, imposed upon the Lessor, or the successor, or assigns of the Lessor, unless such tax shall be imposed or levied upon or with respect to Rent payable to the Lessor hereunder in lieu of real estate taxes upon the Leased Premises or Shopping Center.

(e) Lessee shall be responsible for the payment of all governmental taxes, charges, fees and assessments applicable to Lessee Personalty.

#### **4.03 Lessor Insurance**

(a) Lessor shall insure the Shopping Center for its full replacement value against fire and other perils including, but not limited to, vandalism, terrorism, flood, earthquake, and other perils with a New York licensed insurer with an A-V rating or higher, by A.M. Best, of Lessor's selection and which insurance shall name Lessor and any third party with a mortgage lien recorded upon the Shopping Center ("**Lessor's Mortgagee**"), if any, as additional insureds thereunder, as their interests may appear.

(b) Lessor shall insure the Shopping Center for liability to third parties for personal injuries and/or property damage in the single sum limit of the greater of \$1,000,000.00 or the sum required by Lessor's Mortgagee.

(c) Lessor shall insure the Shopping Center for loss of Rents, worker's compensation, builder's risk, and any other insurance that Lessor deems in Lessor's best interest to maintain for the Shopping Center or which is required to be maintained by Lessor's Mortgagee.

(d) The expense for Lessor to maintain all the aforesaid insurance shall collectively be referred to as the "**Lessor Insurance**".

#### **4.04 Common Area Maintenance**

(a) The Common Area Maintenance ("**CAM**") for the Shopping Center shall be and mean:

(i) The cost and expense incurred by Lessor of operating and maintaining the Common Areas of the Shopping Center (exclusive of those portions of the Shopping Center which are the exclusive area of a lessee);

(ii) Operating and maintaining signs;

(iii) Operating and maintaining common utility facilities (HVAC, gas, water, sewer, plumbing, electric, cable, computer, telephone, etc.) servicing and/or within the Shopping Center;

(iv) Providing security;

(v) Maintaining the public restrooms and keeping those restrooms locked at all times, providing a key to Lessee for it to provide to its patients.

(vi) Maintenance and repair of on and off-site traffic control;

(vii) Depreciation of capital improvements, machinery and equipment;

(viii) Cleaning, painting, lining, resealing, patching, surfacing and resurfacing, removal of refuse, decorating, landscaping, and removal of snow and ice; provided, CAM in any year shall only include the annual amortized portion of such capital expenditures related to the parking area over its useful life;

- (ix) Lighting;
- (x) Operating and maintaining storm water facilities and all utility services and systems;
- (xi) Licenses and permits;
- (xii) Loudspeaker, music, cable television or similar audio or video service transmissions, cost of personnel for cleaning and maintenance, removal of trash;
- (xiii) Lessor Insurance;
- (xiv) Administration expenses;
- (xv) Management expenses;
- (xvi) Maintenance, repair and replacement of the Structural Elements (defined below);
- (xvii) Compliance with all governmental regulations applicable to the Shopping Center; and
- (xviii) Maintaining the parking lot and the sidewalk adjacent to the Shopping Center.

(b) Notwithstanding anything contained in this Lease, CAM shall not include:

- (i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with proposals, negotiations, or disputes with Lessees or other occupants or prospective lessees or other occupants, or associated with the enforcement of any leases or the defense of Lessor's title to or interest in the Shopping Center or any part thereof;
- (ii) costs incurred in renovating or otherwise improving or decorating, painting or redecorating space for Lessees or other occupants or any vacant space in the Shopping Center except Common Areas;
- (iii) costs incurred due to a violation by Lessor or any lessee of the terms and conditions of any lease in the Shopping Center, and interest and penalties on uncured violations of any law, statute, rule or regulation applicable to the Shopping Center or any covenant, condition or restriction applicable to the Shopping Center;
- (iv) to the extent costs which constitute capital expenditures are to be included in CAM, CAM in any calendar year shall only include the annual amortized portion of such capital expenditures over the useful life of the capital item(s) for which such expenditures are incurred;

(v) interest on debt or amortization payments on mortgages or deeds of trust or any other borrowings of Lessor;

(vi) payments under ground leases;

(vii) salaries, benefits or other compensation paid to executives of Lessor not involved in the day-to-day operations or management of the Shopping Center (except for out-of-pocket expenses of such persons related to the Shopping Center);

(viii) costs reimbursed by insurance or warranties; and

(ix) maintenance and repairs for which other lessees are responsible under their respective leases or which exclusively service other lessees.

(c) **“Common Areas”** means all Shopping Center amenities, parking areas, sidewalks, walkways, roadways, driveways, truck serviceways, loading docks, landscaping, entrances, exits, all garbage and refuse disposal facilities available to any lessee of the Shopping Center, maintenance and storage rooms and buildings, loading areas, other facilities within the legal boundaries of the Shopping Center used for maintenance, repairs, and operation of the Shopping Center, and all other areas and facilities within the Shopping Center which are available for use in common by Lessee and the other occupants of the Shopping Center and their customers, invitees, and vendors. In addition, although the roof(s) and exterior walls of the buildings in the Center are not part of the Common Areas, they will be deemed to be so included solely for purposes of Lessor’s ability to prescribe rules and regulations regarding same and include costs of maintaining, repairing, and replacing same in CAM. Lessor shall have the right, from time to time, to change the Common Areas and shall have the sole and exclusive control and management of the Common Areas; provided such changes do not adversely impair access to the Leased Premises. Lessor shall keep and maintain the Common Areas in good condition and repair and otherwise in a manner consistent with comparable shopping centers in the area. Such maintenance shall include repairing and replacing paving; keeping the Common Areas properly drained, free of snow, ice, water, rubbish and other obstructions, and in neat, clean, orderly and sanitary condition; keeping the Common Areas and such other areas suitably lighted from 9:00 a.m. to 9:00 p.m. and, if Lessee provides at least three (3) business days prior written notice to Lessor, after 9:00 p.m. if Lessee’s business hours are extended beyond 9:00 p.m. from time to time; maintaining signs, markers, painted lines and other means and methods of pedestrian and vehicular traffic control; maintaining existing roadways, entrances and exits; maintaining any existing plantings and landscaped areas; and the removal and disposal of trash from Common Areas.

(d) (i) Commencing on the Initial Term Commencement Date, Lessee shall pay Lessor with each monthly payment of Fixed Rent during the Lease Term on the first (1<sup>st</sup>) day of each month during the Lease Term, one-twelfth (1/12th) of the annual CAM applicable to the Shopping Center multiplied by Lessee’s Share.

(ii) Notwithstanding the aforesaid, if the Initial Term Commencement Date is a day other than the first of a month, then Lessee shall pay a prorata portion of the CAM

due to Lessor and Lessee shall be required to pay only a prorata portion of any other month during the Lease Term that does not end on the last day of a month.

#### **4.05 Hallway**

Lessor and Lessee acknowledge and agree that: (a) the Leased Premises comprise 32% (“**Lessee’s HRC Share**”) of the former Peebles space (7,652 divided by 23,500); (b) commencing on the Initial Term Commencement Date, Lessee shall pay Lessor with each monthly payment of Fixed Rent during the Lease Term, on the first (1<sup>st</sup>) day of each month during the Lease Term, one-twelfth (1/12<sup>th</sup>) of the annual costs and expenses (collectively, the “**Hallway/Restroom Costs**”) incurred by Lessor for maintaining, repairing, and replacing the Hallway and the public restrooms located in the Hallway (the “**Restrooms**”), multiplied by Lessee’s HRC Share; and (c) Lessor shall install a keypad on the Restrooms and provide Lessee with the keycode information for same.

#### **4.06 RECAM**

(a) (i) Commencing on the Initial Term Commencement Date, Lessee will pay Lessor a monthly amount towards (A) Lessee’s Share of RE Taxes and CAM (RE Taxes and CAM shall be collectively referred to as “**RECAM**”), and (B) Lessee’s HRC Share of Hallway/Restroom Costs as is reasonably estimated by Lessor and provided in writing to Lessee from time to time during the Lease Term.

(ii) Notwithstanding the foregoing, Lessee’s Share of RECAM for the first two (2) Lease Years (the “**RECAM Cap Period**”) only shall not exceed \$3.00 per square foot of the rentable square footage of the Leased Premises (the “**RECAM Cap**”) per Lease Year. The RECAM Cap shall be prorated on a per diem basis for any calendar year included in the RECAM Cap Period of less than 365 days such that the RECAM Cap set forth above shall be multiplied by a fraction, the numerator of which is the number of days in such partial calendar year and the denominator of which is 365 days.

(b) (i) Within six (6) months after the end of each calendar year during the Term, Lessor shall provide Lessee with a written accounting of Lessee’s Share of RECAM and Lessee’s HRC Share of Hallway/Restroom Costs (collectively, the “**RECAM Statement**”). Subject to Section 4.06(a)(ii) above, as applicable, if the monthly payments made to Lessor by Lessee were in excess of the amounts required for RECAM or Hallway/Restroom Costs, then Lessor shall either refund the excess at the time such written accounting is provided by Lessor or apply the excess to Fixed Rent payments due Lessor from Lessee for the then current calendar year. Subject to Section 4.06(a)(ii) above, as applicable, if the amounts paid by Lessee to Lessor were less than the amounts required for RECAM or Hallway/Restroom Costs, then within thirty (30) calendar days after written demand from Lessor, Lessee shall pay Lessor the RECAM and/or Hallway Restroom Costs, as applicable, due Lessor from Lessee for the previous calendar year.

(ii) Within six (6) months after the date that Lessor sends Lessee the RECAM Statement, Lessee, at Lessee’s expense, shall have the right, upon at least twenty (20) days’ prior written notice to Lessor, to audit the books and records of Lessor for the Shopping

Center to ascertain the accuracy of the RECAM Statement. If Lessee does not contest, within the aforesaid six (6) month period, the computation set forth by Lessor in the RECAM Statement, then the amount set forth in the RECAM Statement shall be final, binding, and non-appealable by Lessee thereafter. If the audit reveals an overcharge by Lessor of more than 10%, Lessor shall reimburse Lessee for the cost of the audit, but not in excess of \$2,500.00.

#### **4.07 Utilities**

(a) (i) Commencing on the Initial Term Commencement Date, Lessee shall pay all charges for water, sewer, gas, electricity, telephone, cable television, computer, and other utilities used or consumed in the Leased Premises during the Lease Term (collectively, the “Utilities”).

(ii) Lessor shall timely provide Lessee with a copy of any bills for Utilities that are not separately metered for the Leased Premises if they are in the name of Lessor and Lessee shall pay Lessor for its proportionate share of such Utilities within twenty (20) days after Lessee’s receipt of such bills. Lessee acknowledges that for all Utilities that are separately metered for the Leased Premises, Lessee will use its timely and best efforts to place such Utilities in the name of Lessee by the Initial Term Commencement Date and timely pay all bills for same thereafter.

(b) Should Lessor elect to supply any or all of the utility services used or consumed in the Leased Premises by Lessee, other than as part of CAM, Lessee agrees to purchase same from Lessor and to pay Lessor as Additional Rent, the amounts that would have been charged by the utility company and/or municipal authority to furnish the utility services to Lessee and such sum shall be paid by Lessee to Lessor monthly with all other Additional Rent. Notwithstanding the aforesaid, Lessor will not “mark-up” the charges for the Utilities.

(c) Lessee acknowledges that Lessor shall not be liable to Lessee for compensatory damages, reimbursement of costs, punitive damages, loss of profits, or any other expenses whatsoever for the inability of Lessee to obtain from any third party provider any required Utilities for the Permitted Use of the Leased Premises. Notwithstanding the aforesaid, if such interruption or failure (i) is caused by the gross negligence or willful misconduct of Lessor, its agents, contractors, or employees; (ii) is not caused by the negligence or willful misconduct of Lessee or the Lessee Group (defined below); and (iii) prohibits Lessee from operating the Permitted Use pursuant to Department of Health guidelines for more than two (2) business days, then the Fixed Rent shall be equitably adjusted in the same proportion as the rentable square feet of the Leased Premises rendered untenable bears to the total rentable square feet of the Leased Premises from the second (2<sup>nd</sup>) business day after the commencement of the interruption or failure until the date that such interruption or failure has been cured.

#### **4.08 Maintenance**

(a) (i) Lessee, at Lessee’s own cost and expense, shall at all times during the Lease Term repair, replace and maintain, or cause to be repaired, replaced and maintained (collectively, the “Maintenance”), in a timely and in a good and workmanlike manner, the

Leased Premises and any Alterations (defined below) currently existing or which may hereafter be erected upon the Leased Premises by Lessee in a good state of appearance and repair, reasonable wear and tear excepted, and in compliance with governmental and administrative laws, rules and regulations now existing or hereinafter enacted (collectively, the “**Laws**”) to the extent such Laws are applicable to the interior of the Leased Premises and this shall include, but not be limited to, the HVAC equipment, fixtures, and lines (collectively, the “**HVAC System**”), electrical equipment, fixtures, and lines (the “**Electrical System**”), plumbing and gas equipment, fixtures, and lines (the “**Plumbing System**”), water and sewer equipment, fixtures, and lines (the “**WS System**”) and other fixtures, equipment, and lines, trash and garbage containers, removal of trash and garbage from the Leased Premises, glass, doors, windows, steps, flooring, ceiling, walls, lights, and the entire interior of the Leased Premises.

(ii) In reference to the HVAC System, Electrical System, Plumbing System, and WS System (collectively, the “**Mechanicals**”), Lessee shall only be responsible for the repair, replacement and maintenance of those portions of the Mechanicals which are located inside of the Leased Premises or which are located outside of the Leased Premises but exclusively serve the Leased Premises. Lessee acknowledges and agrees that Lessee shall maintain, at Lessee’s expense, an annual maintenance contract for the HVAC System, which provides for servicing of the HVAC System at least two (2) times per year and evidence of such contract and confirmation that such maintenance has been performed shall be provided to Lessor upon demand. Lessor agrees that the Mechanicals will be in good working order as of the Effective Date, and that the HVAC system is less than seven (7) years old.

(iii) Maintenance also includes Lessee’s obligation to: keep the Leased Premises clean; keep all waste and drainpipes free of debris and open and running; keep the Common Areas of the Shopping Center free of trash and debris originating from the Leased Premises; maintain a contract with a reputable exterminating service to provide monthly exterminating services for the Leased Premises to prevent infestation by insects; timely comply with all Laws applicable to the use of the Leased Premises and Permitted Use; take reasonable precautions against fire and any other casualty; install signage and maintain it in good repair and in accordance with all Laws; remove signage applicable to the Leased Premises at the expiration or sooner termination of this Lease; and timely comply with the Rules and Regulations of Lessor.

(iv) Lessee shall make no installations, alterations, additions, or changes to the Mechanicals without the prior written consent of Lessor. Lessee shall at all times comply with the Laws applicable to the Mechanicals and the requirements of the public utility supplying services through the Mechanicals to the Leased Premises. If the Permitted Use requires installation of additional equipment by Lessor for the Mechanicals, or if Lessee wants to install additional equipment to the Mechanicals that has been approved by Lessor, the equipment shall be installed at Lessee’s sole expense.

(v) Lessor shall maintain the Common Areas in compliance with the Americans with Disabilities Act (“**ADA**”), including any local, state, or federal ordinances, laws, or requirements; provided, however, Lessee acknowledges and agrees that the Common Areas may be grandfathered in and may not be in full compliance with all current applicable laws, codes, regulations and other governmental requirements including, without limitation, the ADA.



Notwithstanding the foregoing, Lessor shall ensure that the front entrance to the building in which the Leased Premises are located, as well as the Restrooms, shall be ADA compliant as of the Initial Term Commencement Date. Lessee shall maintain, at Lessee's expense, the Leased Premises in compliance with the ADA, including any local, state, or federal ordinances, laws, or requirements and Lessee further agrees that its renovations to the Leased Premises shall be in compliance with the ADA, including any local, state, or federal ordinances, laws, or requirements.

(vi) Notwithstanding anything to the contrary contained in this Lease, if a sprinkler system and/or other safety equipment is required at the Leased Premises because of the Permitted Use, Lessee shall be obligated to pay for all costs associated with such sprinkler system and/or safety equipment.

(vii) Lessee shall maintain the Leased Premises free from trash by maintaining a contract with a reputable trash removal service to provide, weekly or more often if necessary, trash removal services for the Leased Premises to maintain the Leased Premises free from all trash, including, but not limited to, medical waste in accordance with all applicable Laws.

(b) Lessor shall at all times during the Lease Term repair, replace and maintain, or cause to be repaired, replaced and maintained, in a timely and good and workmanlike manner, and in compliance with applicable Laws, the roof, gutters and downspouts, foundation, load bearing walls and other structural portions (collectively, the "**Structural Elements**") of the Leased Premises unless repairs are required to these items as a result of the negligence or misuse of the Leased Premises by Lessee or Lessee's agents, contractors, employees, or invitees (collectively, the "**Lessee Group**"), Lessee's or the Lessee Group's breach of the Laws, or Alterations done by Lessee or the Lessee Group, then Lessee shall be solely responsible for the cost of such repairs.

(c) (i) Lessor shall comply with all Laws requiring improvements to the Structural Elements of the Leased Premises; and Lessee shall comply at its sole cost and expense with all Laws requiring improvements to the remainder of the Leased Premises.

(ii) Notwithstanding the aforesaid, if the improvements to the Structural Elements of the Leased Premises required by Laws are the result of the negligence or misuse of the Leased Premises by Lessee or the Lessee Group, Lessee's or the Lessee Group's breach of the Laws, or Alterations done by Lessee or the Lessee Group, then Lessee shall be solely responsible for the cost of such improvements. Lessee shall be provided a ten (10) day notice and cure period to correct any such alleged negligence or misuse prior to repairs being made by Lessor at Lessee's expense.

(d) Lessee hereby authorizes Lessor and its authorized representatives to enter the Leased Premises at any and all times, upon one (1) day's prior notice, except in the case of emergencies, and to make any alterations or repairs to the Leased Premises which Lessor is required to make under this Lease, pursuant to governmental regulations, to improve or modify the Shopping Center in accordance with the terms of Article I of this Lease, to perform any other

inspections or make any other alterations or repairs to the Leased Premises, Shopping Center, or for the benefit of other lessees of the Shopping Center or Lessor, which Lessor elects, in its sole discretion, to make. Such entry by Lessor includes Lessor's Mortgagee, prospective lenders, purchasers of the Shopping Center, other lessees, and prospective lessees of the Shopping Center, and their contractors, agents, and employees. Notwithstanding the aforesaid, any entry shall not unreasonably interfere with the Permitted Use of the Leased Premises by Lessee or constitute a breach of medical ethics or privacy requirements; or if it does preclude the entire Permitted Use of the Leased Premises by Lessee, then Lessee shall be entitled to a reduction in its Fixed Rent for the interruption of the Permitted Use for the period of time that the interruption of Permitted Use takes place and Lessee shall not be entitled to any loss of profits, compensatory damages, punitive damages, or other compensation whatsoever. Lessee acknowledges that Lessor's right to inspect shall also include Lessor's right to display a "For Rent" sign upon the Leased Premises within six (6) months prior to the expiration of the Lease Term, or following the commencement of any action to evict Lessee, even if the Lease Term has not been terminated, and a "For Sale" or "For Rent" sign in the Common Areas of the Shopping Center from time to time as determined solely by Lessor.

(e) Lessor reserves the right to install or place upon the roof of the Leased Premises such equipment and signage that shall not materially interfere with the Permitted Use or limit the visibility of any of Lessee's signage. Notwithstanding the foregoing, Lessor may not place any billboard or similar sign on the roof of the Shopping Center without Lessee's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, Lessor shall have the right to install solar panels on the roof of the Leased Premises without Lessee's prior written consent. Lessor agrees that such equipment and signage will not exceed the structural capabilities of the roof and that Lessor shall promptly repair any damage to the roof or any damage to the interior of the Leased Premises caused by leaks from the roof as a result of the installation or removal of any equipment and signage by Lessor.

#### **4.09 Net Lease**

(a) This Lease is a net lease and Lessee shall pay to Lessor absolutely net throughout the Lease Term, the Rent, free of any charges, assessments, impositions, or deductions of any kind, and without abatement, deduction, or setoff other than those expressly provided for herein. Under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties, shall the Lessor or its successors or assigns be expected or required to make any payment of any kind whatsoever applicable to the Leased Premises, except as otherwise specifically set forth herein; nor shall Lessor be under any other obligation or liability hereunder, except as herein otherwise specifically set forth herein.

(b) Notwithstanding the foregoing, if there is a breach by Lessor of its obligations pursuant to section 4.08 of this Lease that (i) subject to force majeure, Lessor fails to cure within fifteen (15) days after receipt of notice from Lessee specifying such breach; (ii) is not caused by the act or omission of Lessee or the Lessee Group; and (iii) prohibits Lessee from operating the Permitted Use pursuant to Department of Health guidelines for more than two (2) business days, then the Fixed Rent shall be equitably adjusted in the same proportion as the rentable square feet of the Leased Premises rendered untenable bears to the total rentable

square feet of the Leased Premises from the second (2nd) business day after the commencement of the interruption or failure until the date that such interruption or failure has been cured.

(d) All costs and expenses that Lessee assumes or agrees to pay under this Lease including, but not limited to RECAM, Utilities, Maintenance, any other monetary obligations of Lessee (excluding the Fixed Rent), any sums which may become due by reason of the failure of Lessee to timely comply with the provisions of this Lease, and any damages, costs, and expenses (including, but not limited to, reasonable attorney fees) which Lessor may incur by reason of the default of Lessee, are collectively, the “**Additional Rent**”.

(e) Hereafter, the Fixed Rent and Additional Rent are sometimes collectively referred to as the “**Rent**”.

#### **4.10 Late Charge**

If Lessee does not pay Rent and any other monies due Lessor from Lessee within ten (10) days of the due date, then Lessee shall pay Lessor a sum equal to five percent (5%) of the amount of the Rent not timely paid (the “**Late Charge**”). This Late Charge shall be in addition to any and all other monies due Lessor from Lessee and shall not preclude Lessor from exercising any of its rights or remedies as a result of any default by Lessee pursuant to this Lease including, but not limited to, the failure of Lessee to timely pay Rent to, or for the benefit of, Lessor.

#### **4.11 Interest**

In addition to any Late Charge imposed by Lessor upon Lessee for non-payment of Rent and any other monies due Lessor from Lessee, Lessor shall be entitled to interest at the Prime Rate of interest published by the Wall Street Journal plus four (4%) percent (the “**Interest Rate**”) upon any monies not timely paid by Lessee to Lessor as provided herein. Interest, at the Interest Rate, shall be payable from the date which is one (1) month after the date when the monies were due Lessor until paid in full and before and after a judgment is entered by Lessor against Lessee.

#### **4.12 Lessor’s Right to Cure Lessee’s Failure to Pay Rent and Additional Rent**

(a) If Lessee does not timely pay any of the Rent, Lessor shall have all the rights and remedies herein provided and provided by law and equity to obtain the Rent from Lessee.

(b) If Lessee shall default in timely paying any Additional Rent required to be paid by Lessee, Lessor at Lessor’s option may, but shall not be obligated to, make such payment, on behalf of Lessee. Any and all sums so expended by Lessor to pay Additional Rent payable by Lessee shall be paid by Lessee to Lessor plus interest at the Interest Rate on demand, but no such payment or expenditure by Lessor shall be deemed a waiver of Lessee’s default nor shall it affect any other remedy of Lessor by reason of such default by Lessee.

## ARTICLE 5 - DUE DILIGENCE AND REPRESENTATIONS

(a) It is expressly acknowledged by Lessee that Lessee had the time, opportunity, and money to examine the Leased Premises and Shopping Center to verify the status of their environmental condition, the governmental rules and regulations applicable thereto, Restrictions of Record, zoning, and Utilities serving the Leased Premises, Mechanicals, flooring, ceilings, glass, doors, windows, and all other aspects of the Leased Premises and Lessee has agreed to lease same in their “as is” and “where is” condition, subject to Lessor Work.

(b) Lessor represents and warrants that, to Lessor’s actual knowledge, as of the Effective Date of this Lease:

(i) Lessor owns the Shopping Center in fee simple subject only to this Lease and to the Restrictions of Record and such other leases as may exist for space outside of the Leased Premises;

(ii) Subject to Section 18.39, Lessor has full right, authority and power to enter into this Lease and to perform its obligations under this Lease; that each person signing this Lease on behalf of Lessor is authorized to do so and that this Lease is binding upon Lessor in accordance with its terms;

(iii) Except as otherwise set forth in that certain (A) Pre-Renovation Asbestos Inspection Report dated on or about June 5, 2013 prepared by Stohl Environmental, LLC; (B) Report of Asbestos Air/Project Monitoring dated on or about July 27, 2013 prepared by Alpine Environmental Services, Inc.; and (C) Phase I Environmental Site Assessment dated January 13, 2014 prepared by RJS Environmental ((A), (B), and (C) shall be collectively referred to as the “**Environmental Reports**”), which Environmental Reports were delivered to Lessee prior to the execution of this Lease, the Leased Premises and the Common Areas are in compliance with all Environmental Laws (defined below) and are free of Hazardous Substances (defined below). Notwithstanding any provision in this Lease to the contrary, in no event shall Lessee be liable for the violation of any Environmental Law or the presence of any Hazardous Substances on, under, or about the Leased Premises, the Shopping Center, or the property of which it is a part occurring or existing prior to the Initial Term Commencement Date of this Lease.

(iii) Except as otherwise set forth in Environmental Reports, the Leased Premises and the Common Areas are free of any apparent signs of mold or excessive conditions which may contribute to the growth thereof.

(c) Lessor shall protect, indemnify, defend and hold Lessee harmless for, from and against any and all claims, costs, expenses, suits, judgments, actions, investigations, proceedings and liabilities to the extent arising out of or in connection with the inaccuracy of any Lessor warranty or representation set forth in Section 5(b) in any material respect.

## ARTICLE 6 - ALTERATIONS

### 6.01 Lessee’s Right to Make Alterations

(a) (i) Lessee shall be entitled, at Lessee's own cost and expense, from time to time, to change and demolish then existing interior improvements and construct new interior improvements as desired by Lessee to the Leased Premises (collectively, the "Alterations").

(ii) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LESSEE, WHETHER AS LESSEE WORK OR AS ALTERATIONS, SHALL NEVER FASTEN ANYTHING TO, ATTACH ANYTHING TO, HANG ANYTHING FROM, PENETRATE, OR USE THE FAÇADE OF THE BUILDING OR THE ROOF IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LESSOR HEREAFTER.

(b) (i) Lessee shall obtain, before any Alterations are begun and any and all building and/or zoning permits or approvals required for same.

(ii) Notwithstanding the aforesaid, any Alterations by Lessee may not affect the structural integrity or the Structural Elements even if Lessee has obtained all governmental approvals and permits.

(iii) Lessee shall timely furnish Lessor with copies of architect or contractor plans and drawings which Lessee has prepared for Alterations before any such Alterations are made.

(iv) Lessee will indemnify, defend, and hold harmless Lessor from any claims for damages arising from personal injuries or property damages as a result of the Alterations made by Lessee including, but not limited to, any reasonable legal fees, costs, and expenses incurred by Lessor based upon any claim by a third party of Lessor negligence arising from the Alterations by Lessee; and notwithstanding that such claim by a third party alleges Lessor liability arising from failure of Lessor to exercise inspection rights, determine dangerous conditions, maintain such Alterations, and/or prevent the deficient design or construction of the Alterations by Lessee.

(c) The Leased Premises shall at all times be kept free of mechanic's and material supplier's liens that are related to the Alterations by Lessee.

(d) Lessee warrants and represents to Lessor that any contractor hired to perform the Alterations will provide Lessor, before the Alterations are made, with a Declaration of Insurance indicating that such contractor has liability insurance for personal injuries and property damage of not less than \$1,000,000.00.

(e) Upon completion of any Alterations and to the extent required by applicable law, Lessee shall furnish to Lessor, at no expense to Lessor, a copy of the Certificate of Occupancy received by Lessee from any governmental authorities requiring same including, but not limited to, any required certificates by the Department of Licenses and Inspections of the State of New York.

## **6.02 Lessor's Option in Reference to Alterations by Lessee**

(a) It is expressly understood and agreed that Lessor shall be entitled to retain, as the property of Lessor, all Alterations by Lessee upon the expiration or sooner termination of this Lease except that Lessee shall be entitled to remove and retain any cabinetry and lighting fixtures that it installs provided that Lessee, at Lessee's sole cost and expense (i) repairs all damage to the Leased Premises caused by the installation and/or removal of such cabinetry and lighting fixtures; and (ii) restores the Leased Premises to the same condition they were in prior to the installation and/or removal of such cabinetry and lighting fixtures.

(b) Unless Lessee obtains the prior written consent from Lessor for any Alterations, Lessor may require Lessor to remove, at Lessee's expense, any or all Alterations made by Lessee and restore the Leased Premises to the same condition they were in prior to such Alterations at Lessee expense prior to the expiration or termination of the Lease.

## **6.03 Lessee Personality**

(a) Any and all trade fixtures, and equipment of whatsoever nature including, but not limited to, any medical equipment or office related fixtures, at any time placed or maintained by Lessee upon any part of the Leased Premises applicable to the Permitted Use including, but not limited to, inventory, shelving, displays, appliances, signage, and furniture and fixtures (collectively, "**Lessee Personality**"), shall be and remain the property of Lessee.

(b) Lessee shall not place any weight in any portion of the Leased Premises beyond the safe carrying capacity of the floors and structure of the Leased Premises.

## **6.04 Lessee Right to Remove Lessee Personality**

Provided that it is not in default hereunder beyond any applicable notice and cure period, Lessee shall have the right at any time during, or at the end of, the Lease Term to remove any and all Lessee Personality from the Leased Premises as long as Lessee shall promptly repair any damage caused by the installation or removal of any Lessee Personality.

## **6.05 Lessor Work**

(a) Lessee acknowledges that with respect to the Leased Premises, Lessor is not required to provide any equipment, materials, repairs, maintenance, cleaning, decorating, nor any other services to Lessee or work for Lessee or to the Leased Premises before or after the Initial Term Commencement Date except that Lessor shall, at Lessor's sole cost and expense, perform the following work prior to the Initial Term Commencement Date (collectively, "**Lessor Work**") (i) install demising walls separating the Leased Premises from the Hallway and the adjacent tenancy; (ii) provide an install an entry door for the Leased Premises; (iii) provide plumbing (water and sewer) stubbed into the Leased Premises; (iv) provide 200-amp electrical service and panel into rear of the Leased Premises; (v) deliver at least one (1) ton of HVAC for every 350 usable square feet of the Leased Premises and, as of the Rent Commencement Date,

the HVAC units shall be in good working order; (vi) install a carbon monoxide and fire alarm in the Leased Premises; and (vii) install a secure entry system for the break room and common bathrooms, for which Lessee will have access twenty-four (24) hours a day, seven (7) days a week. Lessor Work shall be subject to Lessee's approval, which approval shall not be unreasonably withheld.

(b) For purposes of this Lease, "substantially completed" and variations thereof shall mean full completion of all of Lessor Work except minor punch-list items which can be completed within thirty (30) days.

## **6.06 Lessee Work**

(a) Lessee acknowledges that Lessee, at Lessee's sole cost and expense, is required to do, prior to the Rent Commencement Date, all improvements that Lessee desires for the Permitted Use at the Leased Premises, other than Lessor Work (collectively, "**Lessee Work**"). Lessee shall obtain Lessor's prior written consent for Lessee Work, which consent shall not be unreasonably withheld, and Lessee shall perform Lessee Work in a good and workmanlike manner and in accordance with all Laws. Prior to commencing Lessee Work, Lessee shall obtain any and all governmental permits, licenses, and approvals required for same.

(b) Prior to commencing Lessee Work, Lessee shall furnish Lessor, upon Lessor's demand, with a current Declaration of Insurance with respect to the coverages required pursuant to this Lease.

(c) Lessee will indemnify, defend, and hold harmless Lessor from any claims for damages arising from personal injuries or property damages as a result of the Lessee Work including, but not limited to, any reasonable legal fees, costs, and expenses incurred by Lessor based upon any claim by a third party of Lessor negligence arising from the Lessee Work; and notwithstanding that such claim by a third party alleges Lessor liability arising from failure of Lessor to exercise inspection rights, determine dangerous conditions, maintain such Lessee Work, and/or prevent the deficient design or construction of the Lessee Work by Lessee.

## **ARTICLE 7 - REPAIRS AND RESTORATION**

### **7.01 Repairs as a Result of Casualty**

(a) If the Lessee Personalty or Alterations are damaged or destroyed as a result of a casualty, Lessee shall within sixty (60) days after the occurrence of such casualty, commence and diligently pursue to completion the repair, replacement, and reconstruction of the Lessee Personalty and Alterations, all in accordance with all governmental rules and regulations then in effect, and this Lease shall remain in full force and effect (including Lessee's obligation to pay the full Rent due hereunder). Provided, however, that any repair, replacement, or reconstruction of Lessee Personalty and/or Alterations shall be substantially similar to the damaged or destroyed Lessee Personalty or Alterations that existed prior to the casualty unless otherwise approved in writing by Lessor, which approval shall not be unreasonably withheld. Provided, further, that Lessee's obligations under this Section 7.01 are subject to Lessor restoring the Leased Premises and that the timing for commencing and completing the restoration of any

Lessee Personalty and Alterations shall be coordinated with the timing for commencement, repair, restoration, replacement, and reconstruction of the Leased Premises.

(b) Except as provided in Section 10(b), Lessee acknowledges that Lessor shall not be liable to Lessee for any reason whatsoever as a result of any damage or injury to any Lessee Personalty or business of Lessee arising from any cause whatsoever.

(c) Lessee acknowledges and agrees that (i) Lessor's repair obligations as a result of a casualty are limited to restoring the Structural Elements of the Leased Premises to the condition they were in prior to the casualty, and (ii) Lessee shall be obligated to repair any damaged or destroyed Lessee Personalty and/or Alterations at Lessee's sole cost and expense pursuant to the provisions of this Lease.

## **7.02 Termination as a Result of Casualty**

(a) If (i) more than twenty-five percent (25%) of the square footage of the Shopping Center or more than fifty percent (50%) of the square footage of the Leased Premises is damaged or destroyed as a result of a casualty and cannot be repaired, replaced, or reconstructed within six (6) months after the date of the casualty or shall occur during the last twelve (12) months of the Term; or (ii) in Lessor's reasonable opinion, the Leased Premises is so extensively or substantially damaged so that reconstruction is impracticable, then Lessor may elect not to repair such damage or destruction and may terminate this Lease after the date of the casualty by sending written notice to Lessee of termination at least thirty (30) days prior to the date of termination.

(b) If Lessor does not terminate this Lease pursuant to this Section 7.02, Lessee may nevertheless terminate this Lease by notice to Lessor if Lessor fails to repair, restore, and reconstruct the Structural Elements applicable to the Leased Premises within six (6) months after the date of the casualty.

(c) Notwithstanding that a portion of the Leased Premises or less than twenty-five (25%) percent of the square footage of the buildings located at the Shopping Center is destroyed as a result of casualty, Lessor's obligation to repair the Structural Elements and Common Areas damaged by the casualty is subject to:

- (i) the rights of Lessor's Mortgagee;
- (ii) all proceeds of the insurance policy for such damage or destruction being available for the repair, restoration, replacement, and reconstruction of the damaged Structural Elements and Common Areas; and
- (iii) Lessor's Mortgagee consenting, in writing, to the repair of the damaged Structural Elements and Common Areas.

## **7.03 Fixed Rent Abatement**



(a) If the Common Areas or the Structural Elements of the Leased Premises are damaged by casualty and Lessee's ability to conduct its normal business operations from the Leased Premises and Common Areas is thereby interrupted for more than thirty (30) days from the date of the casualty, then Fixed Rent shall abate from the date of such casualty until the damaged Common Areas affecting Lessee's ability to conduct its business and the Structural Elements of the Leased Premises have been repaired to permit Lessee to again conduct the Permitted Use in the Leased Premises.

(b) Notwithstanding the aforesaid, if the casualty arises solely as a result of the negligence of Lessee or its agents, servants, employees, vendors, or customers, then Lessee shall not be entitled to any abatement of Fixed Rent.

## **ARTICLE 8 - MECHANIC'S LIENS**

### **8.01 Prohibition of Liens on Fee or Leasehold Interest**

Lessee shall not suffer or permit any mechanic's liens or other liens to be filed against the fee of the Shopping Center nor Leased Premises nor against Lessee's leasehold interest in the Leased Premises by reason of any Lessee Work for Lessee or anyone holding the Leased Premises or any part thereof through or under Lessee.

### **8.02 Removal of Liens by Lessee**

If any such mechanic's liens is filed against the Shopping Center, Leased Premises, or Lessee's leasehold interest, as a result of Lessee Work for Lessee, Lessee shall cause the same to be removed promptly (but in no event later than 30 days from its filing); or in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee shall post the appropriate bond to provide for the bonding off of the lien from the Leased Premises. Lessee agrees specifically to save harmless Lessor from, and to indemnify Lessor against, any and all such claims and any payment thereof by Lessor because of Lessee's failure to timely pay same.

## **ARTICLE 9 - ASSIGNMENT AND SUBLEASE**

### **9.01 Lessee's Right to Assign and Sublease**

(a) Lessor's reasonable discretion to consent or not to consent to an assignment or sublease shall be based upon:

(i) The assignee or sub-lessee agreeing to continue to engage in the Permitted Use unless Lessor and assignee or sub-lessee agrees in writing to the contrary;

(ii) For assignment only, the financial strength and creditworthiness of the prospective assignee being equal or greater than the net worth of Lessee as of the date of this Lease and Lessee having given Lessor its Balance Sheet on or before that date;

(iii) Lessee agreeing in writing to remain liable for the timely payment and performance of this Lease by the assignee or sublessee;

(iv) Assignee or sub-lessee executing a writing acceptable to Lessor agreeing to assume and timely pay and perform Lessee's obligations set forth in this Lease;

(v) Assignee or sub-lessee executing a writing acceptable to Lessor agreeing to accept the Leased Premises in "as is" condition;

(vi) Any writing executed by Lessee, Lessor, and assignee or sub-lessee being subordinate to this Lease;

(vii) Any writing executed by Lessee, Lessor, and the assignee or sub-lessee as a consent to the assignment or sublease NOT being a consent by Lessor to any other conditions between Lessee and assignee or sub-lessee;

(viii) Any writing executed by Lessee, Lessor, and the assignee or sub-lessee NOT being a waiver of any of the rights of Lessor set forth in this Lease or at law or equity; nor increasing Lessor's obligations or reducing the assignee or sub-lessee's obligations in the Lease;

(ix) Any writing executed by Lessee, Lessor, and the assignee or sub-lessee not being a precedent for any future assignment of the Lease or subleasing of the Leased Premises;

(x) Any existing security deposit remaining in possession of Lessor and Lessee shall look to the assignee or sub-lessee for reimbursement of same; and

(xi) Lessee indemnifying Lessor from any brokerage claims arising from any assignment or sublease.

(b) Notwithstanding the aforesaid, Lessee shall not have the right to assign Lessee's interest in this Lease nor sublease the Leased Premises while in default of the provisions of this Lease without Lessor's prior written consent which may be unreasonably withheld unless the default is cured before the assignment or sublease takes effect.

(c) Lessor may require the execution of Lessor's form Surety Agreement by the principals of Lessee and/or the assignee or sub-lessee.

(d) Should Lessee assign this Lease or sublease the Leased Premises, Lessee shall remain liable to Lessor for all of the obligations of Lessee to Lessor set forth in this Lease.

(e) Lessee shall provide Lessor with a copy of any assignment agreement or sublease agreement and any financial information reasonably required by Lessor from the prospective assignee or sub-lessee at least ten (10) business days before the sub-lessee or

assignee occupies the Leased Premises; and Lessee shall pay Lessor's reasonable attorney fees and expenses, but not in excess of \$1,000.00 incurred by Lessor for same.

(f) (i) Lessee shall pay to Lessor upon receipt thereof, an amount equal to twenty-five percent (25%) of all Assignment Profits (defined below).

(ii) For purposes of this clause, Assignment Proceeds shall mean the consideration paid to Lessee, or Lessee's designee, by a third party for the use of the Leased Premises by assignment or sublease less:

(A) Reasonable out of pocket costs and expenses of Lessee in making such assignment or sublease; plus such as broker fees, attorney fees, and advertising fees, but only to the extent actually incurred and paid by Lessee to unrelated third parties in connection with such assignment or sublease;

(B) The cost of Alterations made by Lessee solely for the purpose of preparing the Leased Premises for such assignment or sublease (collectively, the "Assignment Expenses");

(iii) Assignment Proceeds less Assignment Expenses equals "Assignment Profits".

(g) Lessee agrees to promptly furnish Lessor with documents requested by Lessor to determine Assignment Profits.

(h) Assignment Expenses shall be amortized over the period during which Assignment Proceeds are received by Lessee.

(i) Notwithstanding any of the foregoing, Lessee shall be entitled to assign this Lease to any "Affiliate" without Lessor's consent, but upon at least five (5) business days' prior written notice to Lessor. Lessee shall remain liable to Lessor for all of the obligations of Lessee to Lessor set forth in this Lease in connection with any assignment of this Lease to an Affiliate. For purposes of this section, an "Affiliate" shall mean any entity which is directly or indirectly controlled by, or controls, or is under common control with, Lessee.

## **9.02 Lessor's Right to Assign**

Lessor shall have the absolute right to assign or transfer Lessor's interest in this Lease without the consent of Lessee in connection with the sale or transfer by Lessor of the Leased Premises, Center, or otherwise. For any such assignment or transfer to be valid, Lessor's assignee or transferee shall assume in writing and agree to honor all of Lessor's obligations under this Lease, whereupon Lessor's assignee shall become solely responsible for Lessor's obligations hereunder and Lessor shall thereby be released from any and all liability hereunder. Within thirty (30) days after such assignment by Lessor, written notice of such assignment and written evidence of the assignee's assumption of Lessor's obligations shall be provided to Lessee by Lessor or the assignee. Such assignee shall have the same obligations as Lessor to Lessee in reference to the return of the Security Deposit (defined below) to Lessee.

## ARTICLE 10 - INDEMNITY

(a) Except to the extent arising out of the willful misconduct, negligence, illegal act, or breach of this Lease by Lessor or its employees, agents and/or contractors (collectively, the “**Lessor Group**”), Lessee hereby agrees to defend, pay, indemnify and save free and harmless Lessor to the full extent permitted by law, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorneys’ fees, resulting from or in connection with loss of life, bodily or personal injury or damage to property arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from Leased Premises or the Common Areas of the Shopping Center occasioned wholly, or in part, as a direct result of, the actions or omissions of Lessee and/or the Lessee Group.

(b) Except to the extent arising out of the willful misconduct, negligence, illegal act, or breach of this Lease by Lessee and/or the Lessee Group, Lessor hereby agrees to defend, pay, indemnify and save free and harmless Lessee to the full extent permitted by law, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorneys’ fees, resulting from or in connection with loss of life, bodily or personal injury or damage to property arising, directly or indirectly out of or from or on account of any occurrence in, upon, at or from the Leased Premises or the Common Areas of the Shopping Center occasioned wholly, or in part, as a direct result of a visit to the Leased Premises by Lessor or the Lessor Group.

## ARTICLE 11 - INSURANCE

### 11.01 Lessee Insurance

(a) Lessee shall at all times during which this Lease is in effect, keep in full force and effect, at Lessee’s expense, the following types and amounts of insurance:

(i) a policy of public liability insurance insuring against injury and death and property damage in such amounts as Lessee shall determine, provided that such limits shall in no event be less than the greater of:

(A) The amount required to be maintained by Lessee by Lessor’s Mortgagee; or

(B) One Million Dollars (\$1,000,000.00) per accident in respect of injury or death and not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of property damage;

(ii) Workers Compensation and employee’s liability insurance affording statutory coverage;

(iii) Business interruption insurance equal to Rent for a twelve (12) month period; and

(iv) Insurance for the Lessee Personalty for its replacement value.

(b) Lessor shall be named on all such liability insurance policies as an additional insured. Current to commencement of the Lease Term, and upon written request thereafter, Lessee shall furnish Lessor with a Certificate of Insurance showing such insurance to be in full force and effect and showing Lessor as an additional insured.

(c) Notwithstanding the foregoing, Lessee shall be entitled to carry such insurance under a blanket policy or policies, provided that the Leased Premises shall be specifically listed as one of the properties covered together with any signage located thereon and that Lessor is listed as an additional insured with respect to the coverage for the Leased Premises. Any such insurance policy issued to Lessee, and the certificates furnished to Lessor, shall contain a provision that said policy cannot be canceled or modified without at least fifteen (15) days prior written notice to Lessor.

(d) Lessee acknowledges that Lessee must insure Lessee Personalty and Alterations.

(e) Lessee shall not keep or do anything in the Leased Premises which will (i) result in an increase in the rate of any insurance on the Shopping Center; (ii) violate the terms of any insurance coverage on the Shopping Center carried by Lessor or any other lessee; (iii) prevent Lessor from obtaining such policies of insurance acceptable to Lessor or Lessor's Mortgagee; (iv) contravene the rules, regulations or recommendations of Lessor's insurers, loss prevention consultants, safety engineers, the National First Protection Association, or any similar body having jurisdiction over the Leased Premises. Notwithstanding the foregoing, the parties acknowledge and agree that the provision of family planning and [REDACTED] services shall not be prohibited by this Section 11.01(e). In the event of the occurrence of any event set forth in this Section 11.01(e), Lessee shall pay to Lessor upon demand, as Additional Rent, the amount of any increase in any such insurance premium. In determining the cause of any increase in insurance premiums, the schedule or rate of the organization issuing the insurance or rating procedures shall be conclusive evidence of the items and charges which comprise the insurance rates and premiums on such property.

#### **11.02 Lessee to Pay Insurance Premiums**

Lessee, and any contractors who provide labor or materials upon the Leased Premises, agree to maintain insurance as required by Article XI herein. Lessor, in default of Lessee timely obtaining any or all of the required insurance policies, may obtain such insurance policies for the benefit of Lessor and Lessee and in such event, Lessee shall reimburse Lessor for the insurance premiums for such policies upon demand by Lessor.

#### **11.03 Waiver of Subrogation**

(a) Notwithstanding anything contained in this Lease, Lessor and Lessee hereby waive any rights that each may have against the other on account of any loss or damage occasioned to them and their respective property arising from any risk insured by casualty insurance. Such waiver includes, but is not limited to, the waiver of any right of subrogation on the part of the insurers insuring Lessor and Lessee.

(b) Notwithstanding the aforesaid, the aforesaid waiver shall not apply to willful behavior or gross negligence.

## **ARTICLE 12 - EMINENT DOMAIN**

### **12.01 Eminent Domain Procedure**

(a) In the event that, pursuant to the power of Eminent Domain:

(i) the federal, state, or local government or any other public, environmental, or similar agency or body or any bureau, department, or division thereof (all of the foregoing being hereafter referred to collectively as “**Agency**”) shall take for more than ninety (90) days all or so much of the Leased Premises, parking at the Shopping Center, or access to the Shopping Center which shall make it materially unfeasible or unreasonable for the Leased Premises or the Common Areas of the Shopping Center to be occupied and/or used by Lessee for the Permitted Use;

(ii) any such Agency shall materially prohibit, restrict, or substantially impair the Permitted Use for any reason for more than sixty (60) days; or;

(iii) any such Agency shall preclude vehicle or pedestrian access for more than sixty (60) days (collectively, a “**Taking**”),

then Lessee may terminate this Lease upon not less than thirty (30) days prior written notice to Lessor.

(b) In the event that Lessor, with governmental approval, is renovating the Shopping Center or increasing or changing the size of the buildings in the Shopping Center for occupancy by lessees, then such action shall not constitute a Taking and notwithstanding any interruptions of the use of the Common Areas by Lessee, such actions by Lessor shall not be a breach of this Lease nor entitle Lessee to any reduction of Rent unless Lessee is unable to obtain at least two (2) means of ingress and egress to the Leased Premises, in which event Lessee’s reduction in Rent shall be equitably adjusted in the same proportion as the rentable square feet of the Leased Premises rendered untenable bears to the total rentable square feet of the Leased Premises from the second (2nd) business day after the date that two (2) means of ingress and egress to the Leased Premises become unavailable until the date that two (2) means of ingress and egress to the Leased Premises become available.

### **12.02 Eminent Domain Award**

(a) In the event of a Taking, if Lessee does not elect to terminate this Lease or only such portion of the Leased Premises is taken so as not to entitle Lessee to terminate, then the Rent shall be abated proportionately for that portion of the Leased Premises taken.

(b) All awards rendered in connection with any Taking, subject to the provisions hereinafter, shall be paid to Lessor only.

(c) Nothing herein shall prohibit Lessee from making any separate claim for moving expenses, for loss of business, loss of Lease, or for loss of Lessee Personalty or alterations paid for by Lessee as long as the claim does not reduce the amount of any condemnation award payable to Lessor.

(d) In the event of an award arising from a Taking that is less than the amount of money required to restore the Leased Premises, in Lessor's opinion or if any mortgagee of Lessor retains all or any part of the award, then Lessor shall *not* be obligated to expend the additional monies to do same and Lessor may terminate this Lease.

## **ARTICLE 13 - DEFAULT**

### **13.01 Types of Default**

(a) In the event of a default by Lessee described in clauses (i) - (iii) of this Section 13.01(a), prior to, and as a condition precedent to, the exercise of any remedy, Lessor shall give written notice to Lessee of such default and the nature thereof and Lessee shall have five (5) days to fully cure such default before Lessor shall be entitled to exercise any and all remedies as are herein provided for, or are otherwise provided for, by law or in equity:

(i) Failure of Lessee to pay when due any installment of Rent or to timely pay any other sum herein required to be paid by Lessee;

(ii) Failure of Lessee to perform the Permitted Use at the Leased Premises for the days and hours required hereunder;

(iii) Lessee's removal or attempt to remove Lessee's Personalty from the Leased Premises other than in the ordinary course of business;

(b) The filing of a Petition by Lessee for adjudication as a bankruptcy or insolvency or reorganization, or the filing of such a Petition against Lessee which is not dismissed within sixty (60) days of filing, or the appointment of a Receiver for Lessee, an assignment by Lessee for the benefit of creditors, dissolution or liquidation of Lessee, whether or not by governmental authorities.

(c) In the event of a non-monetary default by Lessee, Lessor shall provide written notice of such non-monetary default by Lessee and Lessee shall have thirty (30) days after the date of such notice to cure any such non-monetary default before Lessor shall be entitled to exercise any and all remedies as are herein provided for, or as are otherwise provided

for by law or in equity unless such non-monetary default by Lessee cannot be cured within thirty (30) days, then Lessee shall have a period that is necessary to cure such default, as long as:

- (i) Lessee acts with due diligence;
- (ii) Lessee shall commence such cure within thirty (30) days;
- (iii) Lessee shall diligently and continuously pursue same to completion; and
- (iv) Lessee cures the non-monetary default within ninety (90) days in any event.

### **13.02 Remedies for Default**

Upon a default by Lessee and after the expiration of all notice and cure periods afforded by the terms of this Lease:

(a) Lessor shall NOT be obligated to re-let the Leased Premises to a third party except in accordance with all of the provisions of this Lease and subject to Lessee paying all of the reasonable and actual expenses including, but not limited to, required improvements to the Leased Premises, commissions, the Rent for the time period required for alterations by Lessor and/or a third party, and reasonable and actual attorney fees incurred by Lessor in reference to such re-letting (collectively, the “**Re-Letting Expenses**”).

(b) (i) If the Leased Premises is NOT re-let by Lessor for the unexpired length of the Lease Term, Lessor shall be entitled to liquidated damages from Lessee equal to the amount by which the Rent payable to Lessor by Lessee for the balance of the Lease Term, reduced to present value, using a rate of interest of four percent (4%) per annum, until the expiration of the Lease Term (the “**Liquidated Damages**”).

(ii) If the Leased Premises ARE re-let by Lessor for all, or any part of, the unexpired length of the applicable Lease Term, any Rent received by Lessor from the third party leasing the Leased Premises shall be applied by Lessor to first reduce the amount of Re-Letting Expenses incurred by Lessor and then to the Liquidated Damages due Lessor from Lessee arising from the default of Lessee.

(c) To re-let the Leased Premises to a third party, Lessor shall list, and keep listed for at least 6 months, the Leased Premises for lease with a reputable commercial broker including, but not limited to, any reputable commercial broker representing Lessor for lease in accordance with the provisions of this Lease; and such listing by Lessor shall constitute reasonable efforts by Lessor to mitigate the damages suffered by Lessor as a result of a default by Lessee.

(d) Notwithstanding any other provision of this Lease, Lessee shall be entitled to advertise or take other action to sublease the Leased Premises or assign this Lease in accordance with the provisions of this Lease in an attempt to mitigate the damages payable by



Lessee to Lessor as a result of a breach of this Lease by Lessee but Lessor's written consent, if Lessee is in default, shall be required to sublease the Leased Premises or assign this Lease and Lessor may withhold such consent for any reason whatsoever until the default is fully cured.

(e) Lessor may elect to terminate this Lease and Lessee's right of possession to the Leased Premises following an event of default, in which case Lessor shall be entitled to immediately recover all Rent payable until the date of termination plus any reasonable and actual legal and other expenses incurred by Lessor to obtain possession, and Lessor shall be entitled to recover from Lessee all Rent payable hereunder as it becomes due, less the proceeds of any Re-Letting of the Leased Premises received by Lessor, net of costs incurred by Lessor to effectuate such Re-Letting.

(f) If Lessor does not elect to terminate this Lease and Lessee's right of possession, Lessee shall continue to pay the Rent to Lessor when due and pay any and all other monies payable by Lessee under this Lease in reference to the Leased Premises whether or not Lessee chooses to continue to occupy same including all obligations applicable to the Leased Premises set forth in this Lease.

(g) If Lessor terminates the right of Lessee to possession of the Leased Premises without terminating this Lease, as provided herein, such termination of possession shall not release Lessee, in whole or in part, from Lessee's obligation to pay Rent and any other amounts due and owing under this Lease for the full Lease Term.

(h) (i) In addition to the remedies available at law or equity or under this Lease, Lessor shall be entitled to recover compensatory damages from Lessee as a consequence of Lessee's failure to timely:

(A) Surrender the Leased Premises upon expiration of the Lease Term or sooner termination of this Lease;

(B) Restore the Leased Premises to the condition required herein by the expiration of the Lease Term or earlier termination of this Lease; or

(C) Remove all of its items of Lessee Personalty from the Leased Premises by the expiration of the Lease Term or sooner termination of this Lease.

(ii) If Lessee fails to timely take any of the actions indicated herein, Lessor shall be entitled to recover from Lessee the following:

(A) Holdover Rent; plus

(B) A sum equal to Lost Rent resulting from Lessor's inability to timely deliver possession of the Leased Premises to a new lessee;

(C) Costs and expenses incurred by Lessor due to Lessor's inability to timely deliver possession of the Premises to a new lessee including, without

limitation, storage, moving, and relocation expenses incurred by such new lessee, and the costs and expenses of any temporary location for such new lessee; plus

(D) Costs and expenses incurred by Lessor to restore the Leased Premises to the condition required by this Lease on an expedited basis.

(i) (i) None of the remedies reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative in addition to any other remedy existing at law or in equity or by statute.

(ii) Lessor may receive Rent with knowledge of the default of Lessee and such receipt shall not be deemed a waiver by Lessor of the default nor shall any waiver of a previous default preclude enforcement of a later default, and no right of forbearance shall require any future right of forbearance.

(j) Lessee expressly waives the right to any notice required by any New York laws regarding lessor and lessee relationships (collectively, the “**New York Acts**”) and agrees that the notice periods provided for in this Lease shall be sufficient in place of the notice provisions in any New York Act.

(k) In addition to all other remedies of Lessor as a result of Lessee’s breach of this Lease, Lessee agrees to pay Lessor, within five (5) days of receipt of written notice from Lessor, all of Lessor’s costs and expenses, including, but not limited to, Lessor’s reasonable attorney fees, in enforcing any obligations of or collecting any payments due from Lessee under this Lease.

#### **ARTICLE 14 - LITIGATION**

(a) The parties acknowledge and agree that if any dispute arises pursuant to the provisions of this Lease or either party desires an injunction, temporary restraining order, or other equitable remedy in reference to this Lease or the subject matter hereof, then the parties acknowledge and agree to submit to the exclusive jurisdiction and venue of the state courts of Rensselaer County, New York in reference to same. In the event of any dispute that requires determination by the aforesaid court, the prevailing party shall be reimbursed by the non-prevailing party, as determined by the court, for the reasonable attorney fees, costs, and expenses incurred by the prevailing party. A prevailing party is a party who is successful, in whole or in part, in the proceedings through the aforesaid court whether by settlement, stipulation, order, or in any other manner, with or without a judgment being entered in the proceedings.

(a) This Lease, and all claims or causes of actions, whether in contract or tort, that may be based upon, arise out of, or relate to this Lease, or the negotiation, execution, or performance of this Lease including, but not limited to, any claim or cause of action based upon, arising out of, or related to any representation or warranty made in, or in connection with, this Lease or as an inducement to enter into this Lease, shall be governed by the internal laws of the State of New York.

(b) **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY.**

## ARTICLE 15 - SURRENDER OF POSSESSION

(a) Unless otherwise mutually agreed in writing by the parties, immediately upon expiration or earlier termination of the Lease Term, Lessee agrees to surrender all keys and redeliver possession of the Leased Premises to Lessor, broom swept clean, in good condition, free of Lessee Personalty and Alterations (and Lessee shall repair any damage to the Leased Premises caused by removal of Lessee Personalty and Alterations) with all electrical and plumbing capped, reasonable wear and tear (which shall be deemed to include holes in walls or floors or special wiring caused by installation of Lessee's fixtures or equipment) and damage by casualty excepted. Lessee shall be responsible for all damages or injury to the Leased Premises, fixtures, appurtenances, and equipment of Lessor, and to the Shopping Center, caused by Lessee's installation or removal of furniture, fixtures, or equipment. Lessee will advise Lessor of all combinations on locks, safes, and vaults, if any, located in the Leased Premises after Lessee vacates the Leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term. Lessee hereby specifically waives the right to receive any notice to quit from Lessor upon the expiration of the Lease Term.

(b) Lessee acknowledges that Lessee will redeliver possession of the Leased Premises to Lessor and Lessor shall not be obligated to pay Lessee any monies whatsoever for any or all of the Lessee Personalty, if not timely removed by Lessee, and/or Alterations placed upon the Leased Premises by Lessee during the Lease Term.

## ARTICLE 16 - ENVIRONMENTAL LAWS & HAZARDOUS WASTES

(a) Lessee and the Lessee Group shall not cause to occur in, on or under the Leased Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence or handling of hazardous substances, hazardous wastes or hazardous materials (as such terms are now or hereafter defined under any Environmental Law) or any other material, substance, liquid, effluent or product now or hereafter regulated by any Environmental Law (all of the foregoing herein collectively called "**Hazardous Substances**"), except that construction materials (other than asbestos or polychlorinated biphenyls), office equipment, medical items and solutions, sterilization materials for medical equipment, medical waste, fuel and similar products (if contained in vehicles) and cleaning solutions, and other maintenance materials that are or contain Hazardous Substances, and solutions utilized to preserve and protect fabrics or that are customary for the Permitted Use, may be used, generated, handled or stored on the Leased Premises, provided such is incident to and reasonably necessary for the operation and maintenance of the Leased Premises and is handled, stored and disposed of in accordance with all Environmental Laws. The term "**Environmental Law**" shall mean, as used herein any and all current and future federal, state, and local environmental laws, statutes, rules, regulations and ordinances, as the same shall be amended and modified from time to time, including, but not limited to, the State of New York and their agencies, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*, ("**CERCLA**") as amended by the Superfund Amendment and Reauthorization Act of 1986 ("**SARA**"), the Hazardous Materials Transportation Act, 49 U.S.C. §1251 *et seq.*, the Clean Air Act, 42 U.S.C. §741 *et seq.*, The Clean Water Act, 35 U.S.C. §7461 *et seq.*, The Federal Water

Pollution Control Act, 33 U.S.C. §1251 *et. seq.*, The Safe Drinking Water Act, 42 U.S.C. §300f-300j, The Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et. seq.*, (“**RCRA**”), The Toxic Substances Control Act, 15 U.S.C. §2601 *et. seq.*, (“**TSCA**”), New York Underground Storage Tank Act, New York Clean Streams Law, New York Clean Air Law, and all the regulations, orders and/or decrees now or hereafter promulgated thereunder.

(b) Lessee and the Lessee Group shall not bring or permit to be brought or kept in or on the Leased Premises or elsewhere in the Shopping Center, any inflammable, combustible, or explosive fluids, material, chemical, or substance (other than small quantities of industrial solvents used in the normal course of cleaning and maintenance and medical items, medical waste and sterilizing materials for medical equipment used in the normal course of the Permitted Use provided that all of same is handled, stored and disposed of in accordance with all Environmental Laws) or cause or permit any odors, or any unusual or other objectionable odors to emanate from or permeate the Leased Premises.

(c) Lessee shall indemnify, defend, and hold harmless Lessor from any claims and damages including, but not limited to, reasonable attorney fees and costs, arising from the breach of any Environmental Laws by Lessee and/or the Lessee Group or the use or placement by Lessee and/or the Lessee Group of any Hazardous Substances in, under, or on the Leased Premises and/or the remainder of the Center, including, but not limited to the Common Areas. This Section shall survive the expiration or earlier termination of this Lease.

(d) Without limiting the foregoing, if the presence of any Hazardous Substances on the Leased Premises or the Shopping Center caused or permitted by Lessee or the Lessee Groups results in any contamination of the Leased Premises or the Shopping Center, then Lessee shall, at its sole expense, remove all such Hazardous Substances from the Leased Premises and other impacted property and shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and the Shopping Center to the condition existing prior to the introduction of any such Hazardous Substances to the Leased Premises and the Shopping Center; provided, however, that Lessor’s approval of such actions shall first be obtained. This Section shall survive the expiration or earlier termination of this Lease.

## **ARTICLE 17 - SECURITY DEPOSIT**

(a) Upon Lessee’s execution this Lease, Lessee shall deposit with Lessor a security deposit of Fifteen Thousand Nine Hundred Forty-One and 67/100 Dollars (\$15,941.67)(the “**Security Deposit**”) to secure the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease by Lessee to be kept and performed during the Lease Term.

(b) The Security Deposit will not bear interest and will be returned to Lessee by Lessor within thirty (30) days after the termination of this Lease to the extent not used by Lessor pursuant to this Section 17.

(c) If at any time during the Lease Term Lessee is in default of the provisions of this Lease past any applicable notice or cure periods, Lessor may apply the Security Deposit to the cure of such default and Lessee will immediately restore the Security Deposit to the amount required by this Lease.

(d) Lessee's failure to replenish or increase the Security Deposit during the Lease Term within thirty (30) days after written demand by Lessor shall constitute a default of this Lease and allow Lessor to exercise any and all remedies at law or at equity provided for any other default of Lessee under the provisions of this Lease.

(g) Lessee agrees that if Lessee shall fail to pay the Rent or any other sum herein required past the end of any applicable notice or cure period, the Security Deposit may, at the option of Lessor (but Lessor shall not be required to), be applied to any Rent or other sum due and unpaid, and if Lessee violates any of the other terms, covenants and conditions of this Lease, the Security Deposit shall be applied to any damages suffered by Lessor as a result of Lessee's default to the extent of the amount of the damages suffered.

(f) In the event of a voluntary or involuntary Chapter 11 or 7 Bankruptcy filing by or against Lessee, Lessee agrees that the Security Deposit shall be used first to satisfy any pre-petition obligations of Lessee and any lease-rejection damages claim of Lessor, and thereafter, any remaining Security Deposit shall be used to satisfy any post-petition obligations of Lessee.

## **ARTICLE 18 - GENERAL PROVISIONS**

### **18.01 Survival of Obligations**

Obligations of Lessor or Lessee which by their nature involve performance after the end of the Lease Term or which cannot be ascertained have been fully performed until after the end of the Lease Term, shall survive the expiration or sooner termination of the Lease Term.

### **18.02 Signs**

(a) During the Lease Term, Lessee shall have the right, at its expense, and in conformity with applicable Laws, to erect, remodel, remove, and replace signage bearing Lessee's standard graphics and colors (which such signage must be channel letters on a raceway) on the exterior of the Leased Premises as permitted by all governmental authorities with jurisdiction over the Shopping Center, which does not interfere with the signage or visibility of a third party or Lessor at the Shopping Center, subject to Lessor's consent, which consent shall not be unreasonably nor untimely withheld.

(b) Lessee shall have the right, at its expense, and in conformity with applicable Laws, to place Lessee's standard signage panel on the pylon sign for the Shopping Center in the location as shown on Exhibit "D" attached hereto, as permitted by all governmental authorities with jurisdiction over the Shopping Center, subject to Lessor's consent, which consent shall not be unreasonably nor untimely withheld.

(c) Lessee, at Lessee's expense, shall be required to remove its signs at the expiration or termination of this Lease and repair any damage to the Leased Premises and Common Areas, including, but not limited to the pylon sign and/or exterior of the Leased Premises as a result of the installation or removal of such signage.

#### **18.03 No Waiver of Breach**

No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

#### **18.04 Time is of the Essence**

Time is of the essence for all dates, time periods, and payments set forth in this lease and the performance of each of its provisions.

#### **18.05 Computation of Time**

The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, which is then excluded.

#### **18.06 Unavoidable Delay; Force Majeure**

If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; *provided, however, that nothing in this section shall excuse Lessee from the prompt payment of any Rent or other monies required of Lessee*; and provided further that the party claiming such delay shall have given written notice to the other party within the time originally required for such performance, specifying the reason for the delay.

#### **18.07 Successors in Interest**

Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon Lessor and any successor in interest of Lessor, and subject to the restrictions herein, upon Lessee and the permitted assignees, transferees, subtenants, licensees, and other successors in interest of Lessee. All rights and remedies shall survive the expiration of this Lease.

#### **18.08 Entire Agreement**

This Lease contains the entire understanding of the parties relating to the subject matter of this Lease; and supersedes and extinguishes all prior oral or written understandings, statements, documentation, representations, conduct, reliance, and agreements, except as specifically provided herein to the contrary, of the parties and their employees and agents and the parties hereby expressly disclaim that they are owed any duties, or are entitled to any remedies, not expressly set forth in this Lease.

#### **18.09 Partial Invalidity**

If any term, covenant, condition, or provision of this Lease is held by a court of competent 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 the same shall be enforced to the fullest extent permitted by law.

#### **18.10 Relationship of Parties**

Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, of a partnership, of a joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provisions contained in this Lease, nor any acts of the parties, shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of lessor and lessee.

#### **18.11 Interpretation and Definitions**

The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease.

#### **18.12 Number and Gender**

In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word “person” includes corporation, partnership, firm, or association wherever the context so requires.

#### **18.13 Mandatory and Permissive**

“Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

#### **18.14 Captions**

Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

### 18.15 Memorandum

Lessee may not record a Memorandum of this Lease with the Recorder of Deeds in Rensselaer County, New York.

### 18.16 Legal Representation

(a) Lessee acknowledges that it has had the time, money and opportunity to review this Lease with independent legal counsel before execution of this Lease.

(b) The fact that counsel for Lessor drafted this Lease shall not cause this Lease to be construed against Lessor as this Lease was negotiable by Lessee with the assistance of such Lessee counsel.

### 18.17 Illegality

If any provision of this Lease is found to be unenforceable or illegal, such findings shall not impair the remaining provisions of this Lease and the remainder of this Lease shall be enforceable as if such illegal or invalid provision had not been contained within this Lease.

### 18.18 Modification

This Lease is not subject to modification except by a writing signed by both parties.

### 18.19 Notices; Method and Time

All notices, demands, or requests from one party to the other shall be in writing and (a) sent by certified mail, postage prepaid and return receipt requested, or (b) sent by recognized overnight commercial courier (such as Federal Express) with postage prepaid and return receipt requested, and shall be deemed to have been given the first business day after being sent by recognized overnight commercial carrier, or the second business day following the date of mailing, as applicable to the parties at the following addresses:

Notice to:	With a Copy to:
<b>Lessor:</b> [REDACTED] [REDACTED] [REDACTED] Attn: [REDACTED]	<b>Lessor's Counsel:</b> Lundy, Beldecos & Milby, P.C. 450 N. Narberth Avenue, Suite 200 Narberth, PA 19072 Attn: Stuart R. Lundy, Esquire
<b>Lessee:</b> Upper Hudson Planned Parenthood, Inc. [REDACTED]	<b>Lessee's Counsel:</b> Bond Schoeneck & King PLLC Jennifer Tsyn, Esquire 22 Corporate Woods Boulevard, Suite 501 Albany, NY 12211



The date of mailing as indicated by U.S. Postal return receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

### **18.20 Payment of Rent**

All Rent and other sums payable by Lessee to Lessor shall be in lawful United States money, delivered in person or mailed to Lessor at such address as Lessor shall from time to time give Lessee. Until further written notice from Lessor to Lessee, Lessee shall pay all Rent and other sums shall be sent to Lessor at the address on page 1 of this Lease.

### **18.21 Change of Address**

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with the Notice section herein.

### **18.22 Due Authorization**

(a) Lessee represents and warrants that no third party's approval is required by Lessee for the execution and delivery of this Lease.

(b) Lessee hereby covenants that by executing this Lease and by the operation of the Leased Premises under this Lease, to its knowledge, it will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting Lessee or any affiliate, associate or any other person or entity with whom or with which Lessee is related or connected, financially or otherwise. Lessee hereby covenants and agrees to indemnify Lessor, any ground lessor or mortgagee thereof against and from all liabilities, obligations, damages, claims, costs and expenses, including attorneys' fees, incurred by them because of any breach of the foregoing covenant. Lessee's liability under this covenant extends to the acts and omissions of any subtenant, and any agent, servant, employee or licensee of any subtenant of Lessee.

### **18.23 Subordination**

(a) (i) This Lease is and shall be subject and subordinate to all ground or underlying leases of the entire Shopping Center and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Shopping Center, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any Lessor or Lessor's Mortgagee, but in confirmation of such subordination, Lessee shall execute, within ten (10) days after request, any certificate that Lessor may reasonably require acknowledging such subordination.

(ii) Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case, this Lease shall continue in full force and effect at the option of the party holding the superior lien and Lessee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose

and effect the confirmation of such attornment. If Lessor shall so request, Lessee shall send to any Lessor's Mortgagee designated by Lessor, a copy of any notice given by Lessee to Lessor alleging a material breach by Lessor in its obligations under this Lease.

(b) Upon written demand of Lessor, Lessee, or Lessor's Mortgagee, a form of Subordination, Non-Disturbance and Attornment Agreement ("SNDA") mutually agreed upon by Lessor, Lessor's Mortgagee, and Lessee shall be executed to record of record the subordination of this Lease and the right of Lessee to not be disturbed by Lessor's Mortgagee in accordance with the provisions of the SNDA.

(c) In the event of any act or omission of Lessor which would give Lessee the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Lessee shall not exercise such right (i) until it has given written notice of such act or omission to the holder of each such mortgage and ground lease whose name and address shall previously have been furnished to Lessee in writing, and (ii) until a reasonable period for remedying such act or omission by the holder of each such mortgage and ground lease shall have elapsed following the giving of such notice, which reasonable period shall in no event be less than the period to which Lessor would be entitled, under this Lease or otherwise, after similar notice, to effect such remedy plus an additional period of time of thirty (30) days for a monetary default, or the number of days reasonably required for the holder of each such mortgage and ground lease to obtain possession of the Shopping Center and to cure such default (but in no event less than an additional 45 day period) for any other default.

(d) If, in connection with obtaining, continuing or renewing financing for which the Shopping Center or the Leased Premises or any interest therein represents collateral in whole or in part, a banking, insurance or other lender shall request reasonable modifications of this Lease as a condition of such financing, Lessee will not unreasonably withhold, delay, condition or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Lessee hereunder, change the business terms of this Lease or adversely affect to a material degree Lessee's leasehold interest hereby created.

#### **18.24 Lessee Estoppel Certificate**

At any time and from time to time, Lessor and Lessee each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other, or to any person designated by the other, a Lessee Estoppel Certificate in a form reasonably acceptable to Lessor and Lessee certifying that this Lease is unmodified and is in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified (stating the modifications), that the other party is not in default in its performance of this Lease, or if there have been such defaults, specifying the same, and the dates to which rent and other charges have been paid. Such statement shall be provided within ten (10) business days after the date of written notice requesting same by Lessor, Lessee, or Lessor's Mortgagee. In the event Lessee fails to return such certificate to the requesting party within such ten (10) business day period, then Lessee hereby appoints Lessor as its attorney-in-fact to sign and deliver such certificate to the requesting party.

#### **18.25 Brokerage**

Lessor and Lessee represent and warrant to each other that neither of them has dealt with any real estate broker or other intermediary in reference to this transaction between Lessor and Lessee except Titan Commercial Realty Group, LLC (“**Lessor Broker**”) and Berkshire Hathaway (“**Lessee Broker**”)(Lessor Broker and Lessee Broker shall be collectively referred to as “**Broker**”). Lessor represents and warrants to Lessee that Lessor will compensate Broker pursuant to a separate written agreement and co-broker agreement between Lessor and Broker, which compensation is limited to the first ten (10) years of the Initial Term and Lessee shall have no obligation to compensate Broker. Lessee shall indemnify Lessor from any obligation for payment of any brokerage commission by Lessor to any broker other than Broker. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **18.26 Limitation on Liability of Lessor**

The liability of Lessor hereunder and any successor to Lessor’s interest in the Shopping Center shall be limited to such interest in the Shopping Center.

#### **18.27 Accord and Satisfaction**

No payment by Lessee or receipt by Lessor of a lesser amount than the amount due Lessor shall be deemed an accord and satisfaction and Lessor may accept Lessee’s payment without prejudice to Lessor’s rights and remedies hereunder.

#### **18.28 Bankruptcy or Insolvency**

(a) In the event that Lessee shall become a Debtor under Chapter 7 of the Bankruptcy Code, and the Trustee or Lessee shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms and conditions of ¶18.28(b) hereof are satisfied. If such Trustee shall fail to elect or assume this Lease within ninety (90) days after the filing of the Petition, this Lease shall be deemed to have been rejected. Lessor shall be thereupon immediately entitled to possession of the Leased Premises without further obligation to Lessee or Trustee, and this Lease shall be cancelled, but Lessor’s right to be compensated for damages in such liquidation proceeding shall survive.

(b) In the event that a Petition for Reorganization or Adjustment of debts is filed concerning Lessee under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is transferred to Chapters 11 or 13, the Trustee or Lessee, as Debtor-in-Possession, must elect to assume this Lease within ninety (90) days from the date of the filing of the Petition under Chapters 11 or 13, or the Trustee or Debtor-in-Possession shall be deemed to have rejected this Lease. No election by the Trustee or Debtor-in-Possession to assume this Lease, whether under Chapters 7, 11, or 13, shall be effective unless each of the following conditions, which Lessor and Lessee acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Lessee, have been satisfied, and Lessor has so acknowledged in writing, which shall not be unreasonably withheld:

(i) The Trustee or the Debtor-in-Possession has cured, or has provided Lessor adequate assurance (defined below) that:

(A) Within sixty (60) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(B) Within ninety (90) days from the date of such assumption, the Trustee will cure all non-monetary defaults under this Lease.

(ii) The Trustee or the Debtor-in-Possession has compensated, or has provided to Lessor adequate assurance (defined below) that within twenty (20) days from the date of assumption Lessor will be compensated for any pecuniary loss incurred by Lessor arising from the default of Lessee, the Trustee, or the Debtor-in-Possession as recited in Lessor's written statement of pecuniary loss sent to the Trustee or Debtor-in-Possession.

(iii) The Trustee or the Debtor-in-Possession has provided Lessor with adequate assurance of the future performance of each of Lessee's, Trustee's, or Debtor-in-Possession's obligations under this Lease; provided, however, that:

(A) The Trustee or Debtor-in-Possession shall also deposit with Lessor, as security for the timely payment of Rent, an amount equal to one (1) months' Rent and other monetary charges accruing under this Lease; and

(B) If not otherwise required by the provisions of this Lease, the Trustee or Debtor-in-Possession shall also pay in advance on the date Fixed Rent is payable one-twelfth (1/12) of Lessee's annual obligations under this Lease for Additional Rent.

(C) The obligations imposed upon the Trustee or Debtor-in-Possession shall continue with respect to Lessee or any assignee of the Lease after the completion of bankruptcy proceedings.

(iv) The assumption of the Lease, for purposes of this ¶18.28, will not breach any provision in any other Lease, mortgage, financing agreement, or other agreement by which Lessor is bound relating to the Property.

(v) For purposes of this ¶18.28, Lessor and Lessee acknowledge that, in the context of a bankruptcy proceeding of Lessee, at a minimum "adequate assurance" shall mean:

(A) The Trustee or the Debtor-in-Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that the Trustee or Debtor-in-Possession will have sufficient funds to fulfill the obligations of Lessee under this Lease, and to keep the Leased Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Leased Premises; and

(B) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Lessor and/or the Trustee or Debtor-in-Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Lessee, Trustee, or Debtor-in-Possession, acceptable as to value and kind to Lessor, to secure to

Lessor the obligation of the Trustee or Debtor-in-Possession to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above.

(c) In the event that this Lease is assumed by a Trustee appointed for Lessee or by Lessee as Debtor-in-Possession under the provisions of ¶18.28(b) hereof and thereafter Lessee is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapters 11 or 13 of the Bankruptcy Code, then, and in either of such events, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder by giving Lessee written notice of its election to so terminate, by no later than thirty (30) days after the occurrence of either of such events.

(i) If the Trustee or Debtor-in-Possession has assumed the Lease pursuant to the terms and provisions of ¶18.28(a) and (b) herein, for the purpose of assigning (or elects to assign) Lessee's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Lessor shall acknowledge in writing that the intended assignee has provided adequate assurance (payments not less than the Rent that Lessee is obligated to pay herein) of future performance of all of the terms, covenants, and conditions of this Lease to be performed by Lessee.

(ii) For purposes of ¶18.28(b)(i), Lessor and Lessee acknowledge that, in the context of a bankruptcy proceeding of Lessee, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Lessor has so acknowledged in writing, Lessor has obtained all consents or waivers from any third party required under any Lease, mortgage, financing arrangement, or other agreement by which Lessor is bound to permit Lessor to consent to such assignment.

## **18.29 Rules and Regulations**

Lessee agrees that Lessor may establish from time to time such reasonable rules and regulations for the Use, operation, and maintenance of the Leased Premises and Common Areas of the Shopping Center. Attached hereto and made a part hereof as Exhibit "C" are the current Rules and Regulations applicable to the Leased Premises and Common Areas of the Shopping Center. All such Rules and Regulations shall be applied and enforced in a non-discriminatory manner.

## **18.30 Counterparts**

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same instrument.

## **18.31 Facsimile**

This Lease may be executed by facsimile or "PDF" signature, and a facsimile or "PDF" signature shall have the same legal effect as an original signature.

## **18.32 Successors in Interest to Lessor, Mortgagees**

(a) The term “Lessor” as used in this Lease means the fee owner of the Shopping Center.

(b) In the event of the voluntary or involuntary transfer of such ownership or right to a successor-in-interest of Lessor, Lessor shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue and Lessee shall look solely to such successor-in-interest for the performance of the covenants and obligations of the Lessor hereunder which shall thereafter accrue. The liability of any such successor in interest to Lessor under or with respect to this Lease shall be strictly limited to and enforceable only out of its or their interest in the Shopping Center, and shall not be enforceable out of any other assets.

(c) No mortgagee which shall succeed to the interest of Lessor hereunder (either in terms of ownership or possessory rights) shall: (i) be liable for any previous act or omission of a prior Lessor, (ii) be subject to any rental offsets or defenses against a prior Lessor, (iii) be bound by any amendment of this Lease made without its written consent, (iv) be bound by payment by Lessee of Rent in advance in excess of one (1) month’s Rent, (v) be liable for any construction of the improvements to be made to the Leased Premises, or for any allowance or credit to Lessee for Rent, construction costs or other expenses, or (vi) be liable for any security deposit not actually received by it.

(d) Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Lessor.

### **18.33 Security**

(a) Lessee acknowledges that Lessor may, but is not legally obligated to do so, increase or reduce security for the Leased Premises and Common Areas from time to time as Lessor reasonably determines is necessary even if such increases adversely impact the Permitted Use by Lessee or limit ingress, egress, visibility, and use of the Leased Premises and/or the Common Areas (collectively, “**Security Concerns**”).

(b) Lessor may, but is not obligated to, rely upon the Homeland Security Advisory System in determining security levels for Security Concerns.

(c) Lessee represents and warrants to Lessor that Lessee is not a Specialty Designated National and Blocked Person (“**SDN**”) as designated by the Office of Foreign Asset Control, an office of the U.S. Treasury Department.

### **18.34 Statute of Limitations**

The Statute of Limitations shall begin from the date of the alleged breach of this Lease and not from the date of this Lease.

### **18.35 Exclusive Use and Compatibility**

(a) Subject to the conditions and exceptions mentioned below and provided that Lessee (i) is in possession of the Leased Premises, (ii) has not ceased operating its business in the Leased Premises, and (iii) is not in default under this Lease beyond applicable notice and cure periods, then Lessor agrees that during the Term of this Lease, including any extension thereof, Lessor will not execute any lease or license agreement for space within the Shopping Center (including any expansion thereof) with any tenant other than Lessee whose principal business of activity (which shall be defined as more than 50% of such tenant's services) is:

- (A) a "pregnancy clinic," pregnancy resource center, or other facility offering pregnancy testing, counseling or advice on site;
- (B) an [REDACTED] clinic;
- (C) a family planning office or clinic; or
- (D) any medical practice or physician that provides general obstetrical and/or gynecological ("OB/GYN") services ((A) – (D) shall be collectively referred to as the "**Exclusive Use**").

(b) Notwithstanding anything to the contrary contained in this Lease, the Exclusive Use shall not be applicable to any existing Shopping Center tenant whose lease, as of the date of this Lease, does not prohibit the subject premises to be used in violation of the Exclusive Use.

(c) In the event Lessee ceases to operate its business in the Leased Premises for more than thirty (30) days, or defaults under the terms and conditions contained in this Lease beyond applicable notice and cure periods, the Exclusive Use shall terminate as of the date Lessee ceases to operate its business in the Leased Premises or the date of Lessee's default, whichever shall be the case, and thereafter the Exclusive Use shall be null, void and of no further effect.

(d) If Lessor violates the Exclusive Use and does not cure this violation within sixty (60) days after Lessor receives written notice from Lessee regarding the violation, then Lessee's exclusive remedies shall be (i) equitable and injunctive relief, and (ii) to reduce its Fixed Rent by twenty-five percent (25%) ("**Alternate Rent**") commencing on the first day of the month following the opening for business of such other premises for the Exclusive Use and continuing until said violation has been cured; and if such violation continues for more than ninety (90) days after Lessor receives written notice from Lessee regarding the violation, then Lessee may terminate this Lease (provided that such other premises continues to be used for the Exclusive Use) upon at least thirty (30) days' prior written notice to Lessor given within sixty (60) days after such ninety (90) day period (the "**Exclusive Use Termination Period**"), and in the event of such timely termination, Lessor shall reimburse Lessee for a portion of the costs for the Lessee Work, as follows: (i) if the termination pursuant to this section occurs during Lease Years 1 through 5, then Lessor shall reimburse Lessee 80% of the costs for the Lessee Work; (ii) if the termination pursuant to this section occurs during Lease Years 6 through 8, then Lessor shall reimburse Lessee 40% of the costs of the Lessee Work; (iii) if the termination pursuant to this section occurs during Lease Years 9 through 10, then Lessor shall reimburse Lessee 20% of the cost of the Lessee Work; and (iv) if the termination pursuant to this section occurs after Lease Year 10, then Lessor shall have no obligation to reimburse Lessee for any portion of the costs of the Lessee Work. Prior to the Rent Commencement Date, Lessee shall

provide Lessor with a statement, certified by an officer of Lessee, showing the costs of the Lessee Work in reasonable detail. If Lessee fails to terminate this Lease during the Exclusive Use Termination Period, then Lessee shall have no further right to terminate the Lease pursuant to this section 18.35.

(e) Notwithstanding anything to the contrary contained in this Lease (i) in the event the Exclusive Use shall be violated by another Shopping Center lessee because said lessee is operating in its premises in default of its permitted use as set forth in such lessee's lease, Lessor shall not be deemed to have violated Lessee's Exclusive Use, and Lessee shall not have the right to equitable and injunctive relief, to pay Alternate Rent, or to terminate this Lease, so long as Lessor is diligently attempting to enjoin such lessee from violating Lessee's Exclusive Use; and (ii) if Lessee is paying Alternate Rent pursuant to Lessor's violation of the Exclusive Use at the time of Lessee's notice of its exercise of its Renewal Option for an Optional Term, then effective on the first day of the applicable Optional Term Lessee agrees that it will immediately resume payment of full Fixed Rent as otherwise required under this Lease. Notwithstanding the foregoing, if Lessee chooses to not renew the Lease Term due to any ongoing breach of the Exclusive Use provision as of the last date that Lessee may timely send notice to Lessor of Lessee's exercise of its Renewal Option for an Optional Term, then Lessor agrees to allow Lessee to hold over as a month to month tenant at the same rate of Fixed Rent for a period not to exceed three (3) months provided that Lessee provides Lessor with notice of such election to holdover at least one (1) year prior to the expiration of the current Term.

### **18.36 Lessee's Remedies for Lessor's Default**

(a) If Lessor fails to observe or perform any obligation required to be observed or performed by Lessor under the terms of this Lease, and Lessor fails to cure such breach within thirty (30) days after written notice thereof from Lessee (provided, that if the cure of such Lessor default reasonably requires more than thirty (30) days to complete, then Lessor is not in default if Lessor promptly commences the cure of such Lessor default and diligently pursues such cure to completion within ninety (90) days after Lessee's notice), Lessor shall be deemed in default. Lessee's notice must give in reasonable detail the nature and extent of the default and identify the Lease provisions containing Lessor's obligations. Upon Lessor's default beyond applicable notice and cure periods, Lessee, at its option, may have any one (1) or more of the following remedies, in addition to other rights or remedies it may have at law or in equity:

(i) Lessee may cure the default by performing Lessor's obligation, in which case Lessor shall reimburse Lessee for all third-party costs and expenses incurred by Lessee to cure such Lessor default within thirty (30) days after Lessor's receipt of an invoice for same together with reasonable supporting documentation;

(ii) Provided the Lessor default is of a material nature such that Lessee is unable to reasonably operate the Permitted Use in the Leased Premises for more than fifteen (15) consecutive business days, Lessee may terminate this Lease upon thirty (30) days prior written notice to Lessor provided that such Lessor default has not been cured and/or Lessee remains unable to reasonably operate the Permitted Use in the Leased Premises as of the date of the notice of such termination; or

(iii) Lessee may recover all damages and expenses (including reasonable



attorney's fees) incurred by Lessee as a result of Lessor's default.

(b) In no event shall Lessor or Lessee ever be liable to the other for any punitive, indirect or consequential damages or loss of profits or the like.

### **18.37 Condition for Certificate of Need**

All of Lessee's obligations pursuant to this Lease are subject to, and conditioned upon, Lessee's receipt of any and all New York State Department of Health approvals necessary for the operation of a diagnostic and treatment facility in the Leased Premises (collectively, the "**CON Approvals**"). Lessee shall, at Lessee's sole cost and expense, make all necessary submissions in order to obtain the CON Approvals within one hundred eighty (180) calendar days after the Effective Date. Lessee shall keep Lessor reasonably apprised of all developments concerning the status of the CON Approvals. Lessee shall pursue the receipt of the CON Approvals in good faith. If Lessee fails to obtain the CON Approvals within two hundred ten (210) days after the Effective Date (the "**CON Approvals Period**"), then Lessee may terminate this Lease upon ten (10) days written notice to Lessor by providing Lessor with such written notice within ten (10) days after the expiration of the CON Approvals Period (the "**CON Approvals Termination Period**"). If Lessee timely terminates this Lease pursuant to this Section, then the parties shall have no further obligations to each other except for such obligations which by their terms survive the expiration or earlier termination of this Lease, except that Lessee shall reimburse Lessor for the reasonable costs that Lessor may have incurred to build the demising walls to prepare the Leased Premises for Lessee within ten (10) days after demand by Lessor. If Lessee fails to terminate this Lease during the CON Approvals Termination Period, then Lessee shall have no further right to terminate this Lease pursuant to this section 18.37.

### **18.38 Security**

Lessor hereby authorizes (but does not require) Lessee to take reasonable measures to prohibit persons seeking to conduct any protest, demonstration or rally, or any person seeking to interfere with the activities of Lessee (collectively, the "**Unauthorized Persons**") from trespassing on the Leased Premises or at the Shopping Center and to press criminal charges against protestors and trespassers as reasonably determined by Lessee.

### **18.39 Lessor's Lender Approval**

Lessee acknowledges and agrees that if the holder of any mortgage loan on the Shopping Center fails to consent to this Lease within thirty (30) days after its full execution, then Lessor shall have an additional fourteen (14) days in which to terminate this Lease without further obligation. If Lessor fails to terminate this Lease during the 44 day period, then Lessor shall have no further right to terminate this Lease pursuant to this section 18.39.

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*IN WITNESS WHEREOF*, the parties have caused these presents to be executed by their duly-authorized officers as of the day and year first above written.

**LESSEE:**

**UPPER HUDSON PLANNED  
PARENTHOOD, INC.**, a New York  
non-profit corporation

By:  
Name:  
Title:

**LESSOR:**

[REDACTED], a New York limited  
partnership

By: 120 Hoosick Street, LLC  
Its: Sole General Partner

By: [REDACTED]  
Manager

## PORTION OF FORMER PEEBLES POSITION



## EXHIBIT "B" – FORM OF COMMENCEMENT DATE AGREEMENT

### COMMENCEMENT DATE AGREEMENT

**THIS AGREEMENT** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") and is by and between [REDACTED] a New York limited partnership ("Lessor") and **UPPER HUDSON PLANNED PARENTHOOD, INC.**, a New York non-profit corporation ("Lessee").

### BACKGROUND

**WHEREAS**, Lessor and Lessee executed that certain Lease dated September \_\_\_\_\_, 2019 (the "Lease") for approximately 6,654 usable square feet (7,652 rentable square feet)(the "Leased Premises") located in the Troy Plaza Shopping Center, 120 Hoosick Street (Route 7), City of Troy, Rensselaer County, New York (the "Shopping Center"); and

**WHEREAS**, pursuant to the terms of the Lease, Lessor and Lessee agreed to execute this Agreement to confirm the Initial Term Commencement Date, Rent Commencement Date, and Initial Term Expiration Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties intending to be legally bound hereby agree as follows:

1. **BACKGROUND:**

- (a) The Background is incorporated by reference as if set forth herein in full.
- (b) Any capitalized terms herein shall have the same meaning as set forth in the Lease unless specified to the contrary herein

2. **CONFIRMATION OF DATES:**

Lessor and Lessee acknowledge and agree that:

- (a) The Initial Term Commencement Date is \_\_\_\_\_, 2019; which is the date that Lessor has delivered the Leased Premises to Lessee and Lessee has accepted the Leased Premises from Lessor;
- (b) The Rent Commencement Date is \_\_\_\_\_, 2019; and
- (c) The Initial Term Expiration Date is \_\_\_\_\_, 2039.

IN WITNESS WHEREOF, the parties have executed this Commencement Date Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**LESSEE:**

**UPPER HUDSON PLANNED  
PARENTHOOD, INC.**, a New York  
non-profit corporation

**LESSOR:**

**[REDACTED] L.P.**, a New York limited  
partnership

By: 120 Hoosick Street, LLC  
Its: Sole General Partner

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
[REDACTED] Manager

## **EXHIBIT "C" – LESSOR RULES AND REGULATIONS**

### **LESSOR RULES AND REGULATIONS**

***LESSEE COVENANTS AND AGREES*** that Lessee at its own cost and expense:

(a) Will keep all exterior and interior store front surfaces clean, including, without limitation, all windows, awnings, and signs, and will maintain the rest of the Leased Premises and all sidewalks and loading areas immediately adjoining the Leased Premises in a clean and orderly condition and free of insects, rodents, vermin, and other pests.

(b) Will not permit accumulations of any refuse, but will remove the same, at Lessee's sole cost and expense, and, prior to removal, Lessee shall keep such refuse in odor-proof, rat-proof containers within the interior of the Leased Premises (or any other area which may be designated by Lessor for such purpose) shielded from the view of the general public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or companies, including Lessor, as may be designated in writing by Lessor and will pay all charges therefor. If Lessor declines to remove such refuse, Lessee shall hire and pay a reputable, licensed, refuse removal contractor to regularly remove refuse of Lessee.

(c) Will not, without Lessor's prior written consent, place or maintain any merchandise or other articles on any sidewalks adjacent to the Leased Premises.

(d) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument, in such that the sound so reproduced, transmitted, or produced shall be audible beyond the confines of the Leased Premises, and will not use any other advertising medium, including without limitation flashing lights or search lights which may be heard or experienced outside of the Leased Premises.

(e) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises.

(f) Will not cause or permit objectionable odors, as defined by Lessor and/or governmental authorities, to emanate or be dispelled from the Leased Premises.

(g) Will not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking or other Common Areas;

(h) Will not permit the parking of delivery vehicles to interfere with the use of any driveway, walk, parking area, or other Common Areas in the Shopping Center.

(i) Will not receive or ship articles of any kind except through the facilities provided for that purpose at the Leased Premises; and will not permit any delivery of goods, supplies, merchandise, or fixtures to or from the Leased Premises to be made through the front door of the store unless the Leased Premises has no other entrance; in which latter case, Lessee shall use its best efforts to schedule such deliveries before 9:00 a.m. and after 9:00 p.m.

(j) Will light the show windows of the Leased Premises and exterior signs each day of the year from 9:00 a.m. to 9:00 p.m.

(k) Will not use the plumbing facilities for any other purpose than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein. Any expense of repairing any breakage, stoppage, seepage, or damage, whether occurring on or off the Leased Premises, resulting from a violation of this provision from the Leased Premises shall be born by Lessee. Lessee will furnish Lessor with a copy of its agreement with a contractor for the removal of grease (and Lessee shall furnish Lessor copies of any replacement agreements); all grease traps and other plumbing traps shall be kept clean and operable by Lessee at Lessee's own cost and expense.

(l) Will require all employees of Lessee to park their vehicles in employee parking areas as designated by Lessor.

(m) Will not place or cause or permit to be placed within the Leased Premises, pay telephones, vending machine (except those for the exclusive use of Lessee's employees), or amusement devices of any kind without the prior written consent of Lessor.

(n) Will not place any items on the roof or exterior walls nor pierce the roof unless the Lease specifically permits same.

(o) Will not heat the Leased Premises with any equipment other than the equipment provided by Lessor.

(p) Will provide Lessor with a key to the Leased Premises to allow Lessor entrance in an emergency.

(q) The words "*Leased Premises*", "*Lessee*", "*Lessor*", and "*Shopping Center*" have the same definitions as set forth in the Lease.

(r) These Rules and Regulations are in addition to, and do not amend, the provisions of the Lease.

EXHIBIT “D” – LOCATION OF LESSEE’S SIGNAGE ON PYLON SIGN





*(In Whole Numbers)*

	<b>Campaign</b>	<b>Upper Hudson PP</b>	<b>Total</b>
<b>Assets</b>			
<b>CURRENT ASSETS</b>			
Cash	22,568	379,212	401,779
Investments	0	771,593	771,593
Accounts receivable, net	0	635,618	635,618
Grants Receivable	9,942	0	9,942
Promises to give, current portion	82,581	229,781	312,363
Inventory	0	129,008	129,008
Prepaid Expenses	0	46,917	46,917
<b>Total CURRENT ASSETS</b>	<b>115,091</b>	<b>2,192,129</b>	<b>2,307,220</b>
<b>PROPERTY AND EQUIPMENT, net</b>			
Property and Equipment, net	1,228,660	930,776	2,159,436
<b>OTHER NON CURRENT ASSETS</b>	<b>1,228,660</b>	<b>930,776</b>	<b>2,159,436</b>
Promises to give, net of current portion	803,711	37,553	841,264
Security Deposits	0	75,573	75,573
<b>Total OTHER NON CURRENT ASSETS</b>	<b>803,711</b>	<b>113,127</b>	<b>916,837</b>
<b>Total Assets</b>	<b>2,147,462</b>	<b>3,236,032</b>	<b>5,383,494</b>
<b>Liabilities</b>			
<b>CURRENT LIABILITIES</b>			
Current Portion of LT Debt	0	72,366	72,366
Accounts Payable & Accrued Expenses	(294,023)	831,153	537,409
Accrued compensation	1,429	182,170	183,598
Deferred Revenue	0	7,301	7,301
<b>Total CURRENT LIABILITIES</b>	<b>(292,595)</b>	<b>1,092,990</b>	<b>800,675</b>
<b>LONG TERM DEBT</b>			
Long-Term Debt, Net of Current	0	493,397	493,397
<b>Total LONG TERM DEBT</b>	<b>0</b>	<b>493,397</b>	<b>493,397</b>
<b>DEFERRED RENT OBLIGATIONS</b>			
Total Liabilities	(292,595)	2,256,777	1,964,461
Beginning Net Assets	1,696,838	1,648,265	3,345,103
Current YTD Net Income	743,218	(669,010)	73,929
<b>Total NET ASSETS</b>	<b>2,440,057</b>	<b>979,255</b>	<b>3,419,032</b>
<b>Total Liabilities and Net Assets</b>	<b>2,147,462</b>	<b>3,236,032</b>	<b>5,383,494</b>

Combined Statement of Revenues and Expenditures  
From 11/01/19 through 11/30/19

	November 2019 Actual	November 2019 Budget	Variance	Prior Year Current Period Actual	Current Period Change	Year to Date Actual 11/30/19	YTD Budget 01/01/19- 11/30/19	Variance
<b>Revenue</b>								
Public Support								
Contributions	113,496.83	232,286.84	(118,790.01)	69,972.94	43,523.89	950,695.13	2,555,155.24	(1,604,460.11)
State and county grants	126,099.08	259,432.55	(133,333.47)	234,368.59	(108,269.51)	2,038,526.45	2,853,758.05	(815,231.60)
Total Public Support	239,595.91	491,719.39	(252,123.48)	304,341.53	(64,745.62)	2,989,221.58	5,408,913.29	(2,419,691.71)
Revenue								
Clinical and program services, net	298,464.51	328,322.03	(29,857.52)	418,996.89	(120,532.38)	3,525,235.81	3,611,542.33	(86,306.52)
Miscellaneous income	20,251.76	104,036.19	(83,784.43)	18,781.07	1,470.69	601,312.94	644,400.09	(43,087.15)
Total Revenue	318,716.27	432,358.22	(113,641.95)	437,777.96	(119,061.69)	4,126,548.75	4,255,942.42	(129,393.67)
Net Assets Released	4,630.30	3,421.84	1,208.46	0.00	4,630.30	217,377.41	37,640.24	179,737.17
Total Public Support and Revenue	562,942.48	927,499.45	(364,556.97)	742,119.49	(179,177.01)	7,333,147.74	9,702,495.95	(2,369,348.21)
<b>Expenses</b>								
Salaries and wages	291,951.77	300,701.61	8,749.84	283,750.61	8,201.16	3,230,963.92	3,307,717.71	76,753.79
Fringe Benefits	66,412.78	54,314.17	(12,098.61)	27,067.77	39,345.01	644,279.69	597,455.87	(46,823.82)
Medical Supplies	67,238.27	66,562.74	(675.53)	58,398.34	8,839.93	692,570.89	732,190.14	39,619.25
Purchased Services	107,836.39	65,503.35	(42,333.04)	75,862.76	31,973.63	1,126,903.44	720,536.85	(406,366.59)
Occupancy	36,481.98	35,917.38	(564.60)	40,150.80	(3,668.82)	417,083.76	395,091.18	(21,992.58)
Other	10,972.62	13,843.76	2,871.14	29,790.38	(18,817.76)	141,410.40	152,281.36	10,870.96
Depreciation	19,489.04	16,043.94	(3,445.10)	12,767.88	6,721.16	218,501.95	176,483.34	(42,018.61)
Non Medical Supplies	12,286.54	15,514.71	3,228.17	15,201.34	(2,914.80)	143,861.10	170,661.81	26,800.71
Provision for bad debts	531.62	1,818.59	1,286.97	800.00	(268.38)	250,401.23	20,004.49	(230,396.74)
Professional Fees	8,497.08	3,390.41	(5,106.67)	10,848.73	(2,351.65)	48,666.26	37,294.51	(11,371.75)
Insurance	6,862.97	7,109.03	246.06	5,634.49	1,228.48	76,034.32	78,199.33	2,165.01
Utilities & Communication	11,949.84	6,591.63	(5,358.21)	8,775.09	3,174.75	87,310.01	72,507.93	(14,802.08)
Dues	7,487.84	7,295.66	(192.18)	6,334.35	1,153.49	79,684.48	80,252.26	567.78
Travel	6,960.61	7,995.95	1,035.34	11,382.40	(4,421.79)	102,369.32	87,955.45	(14,413.87)
Interest Expense	545.83	1,258.08	712.25	625.70	(79.87)	7,103.69	13,838.88	6,735.19
Total Expenses	655,505.18	603,861.01	(51,644.17)	587,390.64	68,114.54	7,267,144.46	6,642,471.11	(624,673.35)
	655,505.18	603,861.01	(51,644.17)	587,390.64	68,114.54	7,267,144.46	6,642,471.11	(624,673.35)
<b>Excess (Deficiency) from Oper.</b>	(92,562.70)	323,638.44	(416,201.14)	154,728.85	(247,291.55)	66,003.28	3,060,024.84	(2,994,021.56)
<b>Non Operating Items</b>								
Unrealized (Gain)/Loss	(13,161.46)	(32.33)	13,129.13	(1,176.71)	(11,984.75)	(72,924.55)	(355.63)	72,568.92
(Gain) Loss on Settlement	0.00	0.00	0.00	0.00	0.00	(41,965.89)	0.00	41,965.89
Contributions with Restrictions	0.00	(8,346.08)	(8,346.08)	1,500.00	(1,500.00)	(110,413.00)	(91,806.88)	18,606.12
Release of Restricted Contributions	4,630.30	1,880.25	(2,750.05)	0.00	4,630.30	217,377.41	20,682.75	(196,694.66)
Total Non Operating Items	(8,531.16)	(6,498.16)	2,033.00	323.29	(8,854.45)	(7,926.03)	(71,479.76)	(63,553.73)
<b>Excess (Deficiency) All Funds</b>	(84,031.54)	330,136.60	(414,168.14)	154,405.56	(238,437.10)	73,929.31	3,131,504.60	(3,057,575.29)





# Department of Health

ANDREW M. CUOMO  
Governor

HOWARD A. ZUCKER, M.D., J.D.  
Commissioner

SALLY DRESLIN, M.S., R.N.  
Executive Deputy Commissioner

## SELF-CERTIFICATION FORM FOR ARCHITECTS AND ENGINEERS

Date: January 16, 2020  
CON Number:  
Facility Name: Upper Hudson Planned Parenthood, Inc.  
Facility ID Number: 2799  
Facility Address: [REDACTED]

NYS Department of Health/Office of Health Systems Management  
Center for Health Care Facility Planning, Licensure and Finance  
Bureau of Architectural and Engineering Review  
ESP, Corning Tower, 18<sup>th</sup> Floor  
Albany, New York 12237  
To The New York State Department of Health:

I hereby certify that:

1. I have been retained by the above-named facility, to provide services related to the design and preparation of construction documents and specifications for the aforementioned construction project, and, as applicable, to make periodic visits to the site during construction, and perform such other required services to familiarize myself with the general progress, quality and conformance of the work.
2. I have ascertained that, to the best of my knowledge, information and belief, the completed structure will be designed and constructed, in accordance with the programmatic requirements for the aforementioned and in accordance with any project definitions, modifications and or revisions approved or required by the New York State Department of Health.
3. The above-referenced construction project will be designed and constructed in compliance with all applicable local codes, statutes, and regulations, and the applicable provisions of the State Hospital Code — 10 NYCRR Part 711 (General Standards for Construction) and Parts (check all that apply):
  - a. ☐ 712 (Standards of Construction for General Hospital Facilities)
  - b. ☐ 713 (Standards of Construction for Nursing Home Facilities)
  - c. ☐ 714 (Standards of Construction for Adult Day Health Care Program Facilities)
  - d. ☒ 715 (Standards of Construction for Freestanding Ambulatory Care Facilities)
  - e. ☐ 716 (Standards of Construction for Rehabilitation Facilities)
  - f. ☐ 717 (Standards of Construction for New Hospice Facilities and Units)
4. I understand that as the design of this project progresses, if a component of this project is inconsistent with the State Hospital Code (10 NYCRR Parts 711, 712, 713, 714, 715, 716, or 717), I shall bring this to the attention of Bureau of Architecture and Engineering Review (BAER) of the New York State Department of Health prior to or upon submitting final drawings for compliance resolution.
5. I understand that upon completion of construction, the costs of any subsequent corrections necessary to address the pre-opening survey findings of deficiencies by the NYSDOH Regional Office, to achieve compliance with applicable requirements of 10 NYCRR Parts 711, 712, 713, 714, 715, 716 and 717, when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under 10 NYCRR Part 86.

6. I have reviewed and acknowledged the Supplemental Self-Certification Eligibility Checklist Page 4 of this document and evaluated and determined this project does meet the prerequisite requirements for Self-Certification. I understand and agree, if the project is deemed by NYSDOH not meeting the criteria allowable for self-certification, I will be required to be resubmit the project documents for an AER review.

This self-certification is being submitted to facilitate the Architectural CON process and is in lieu of a plan review. It is understood that an electronic copy of final Construction Documents on CD, meeting the requirements of DSG-05 must be submitted to PMU for all projects, including limited, administrative, full review, self-certification and reviews performed and completed by DASNY, prior to construction.

**Project Name:** Troy Health Center Relocation

**Location:** 120 Hoosick Street, Hudson River Commons, [REDACTED]  
Troy, New York 12180

**Description:** Relocation of an existing D & TC

Signature of NYS Licensed Architect/Engineer

Valerie J. Bok

Name of Architect/Engineer (Print)

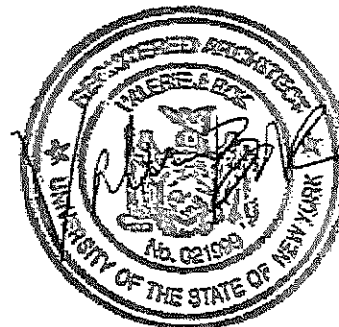
21999

Professional New York State License Number

architecture+, 297 River Street, Troy, New York 12180

Business Street Address, City, State, Zip Code

Architectural or Engineering Professional Stamp



The undersigned applicant understands and agrees that, notwithstanding this architectural/engineering certification the Department of Health shall have continuing authority to (a) review the plans submitted herewith and/or inspect the work with regard thereto, and (b) withdraw its approval thereto. The applicant shall have a continuing obligation to make any changes required by the Division to comply with the above-mentioned codes and regulations, whether or not physical plant construction or alterations have been completed.

Authorized Signature for Applicant

Date

1-16-2020

Name (Print)

Title

CEO

*Notary signing required for the applicant*

STATE OF NEW YORK

County of Albany

) SS:

On the 16 day of Jan. 2020, before me personally appeared [REDACTED], to me known, who being by me duly sworn, did depose and say that he/she resides at [REDACTED] that he/she is the President/CEO of the Upper Hudson Planned Parenthood, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary)

Summer Wilber

SUMMER WILBER  
Notary Public, State of New York  
No. 01WI6214161  
Qualified in Albany County  
Commission Expires November 25, 2021

Project Eligibility Checklist for Architectural/Engineering Self-Certification			
Does the project include any of the following?		YES If Yes, project is not eligible for Self-Certification and is required to be submitted for an AER review.	NO
1.	Is a waiver required?		X
2.	Will the project costs exceed \$15,000,000.00 (fifteen million dollars.)?		X
3.	Is Bulk Oxygen /Medical Gas Storage associated with this project? Examples of Bulk Oxygen /Medical Gas Storage projects include but not limited to the following: a. Hyperbaric Chambers b. Bulk Systems include Nitrous Oxide System and Oxygen System: Definitions as defined below: Bulk Nitrous Oxide System. An assembly of equipment as described in the definition of bulk oxygen system that has a storage capacity of more than 3200 lb (1452 kg) [approximately 28,000 ft <sup>3</sup> (793 m <sup>3</sup> ) (NTP)] of nitrous oxide. (PIP)ground Bulk Oxygen System* An assembly of equipment such as oxygen storage containers, pressure regulators, pressure relief devices, vaporizers, manifolds, and interconnecting piping that has a storage capacity of more than 20,000 ft <sup>3</sup> (566 m <sup>3</sup> ) of oxygen (NTP) including unconnected reserves on hand at the site. The bulk oxygen system terminates at the point where oxygen at service pressure first enters the supply line. (PIP)		X
4.	Will this project have Locked or Secured Units? Examples of Locked or Secured Units include but not limited to the following: a. Observation Units for behavioral health in ED's. b. Behavioral health located within inpatient settings. c. Nursing Homes or other facilities with Dementia Units that are locked. d. Corrections and Detention Facilities located in Hospitals, Ambulatory Health Care Occupancies and Business Occupancies where healthcare is provided.		X
5.	Will this project involve construction of new procedure rooms, new operating rooms, renovations and or alterations to existing procedure rooms and or operating rooms, including modifications made to existing support systems, including, but not limited to heating, cooling, plumbing, electrical systems, medical gas systems, fire detection and fire protection systems, located in hospitals and existing ambulatory surgery centers? Examples. include but not limited to the following. a. Endoscopy and or Other Procedure Rooms. b. Class "B" and Class "C" Operating Rooms c. Interventional Imaging i. Located in procedure rooms ii. Located in operating rooms		X
6.	Is this a project requiring construction that is required to comply with New Ambulatory Health Care Occupancies as indicated in Chapter 20 of NFPA 101, 2012 edition requirements? Examples, include but not limited to the following: a. New Ambulatory Surgery Center b. Endoscopy Centers and or Other Procedure Rooms c. Free Standing Emergency Departments providing Definitive Care.		X
7.	Is this project intended to provide Ventilator units for patients located in nursing homes?		X

# Limited Review Application

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## LRA Cover Sheet

### Project to be Proposed/Applicant Information

This application is for those projects subject to a limited review pursuant to 10 NYCRR 710.1(c)(5)-(7). Please check the appropriate box(es) reflective of the project being proposed by your facility (**NOTE** – Some projects may involve requisite “Construction”. If so, and **total** project costs are below designated thresholds, then **both boxes** must be checked and necessary LRA Schedules submitted).

**Please read the LRA Instructions to ensure submission of an appropriate and complete application:**

- ☒ **Minor Construction** – Minor construction project with total project costs of up to \$15,000,000 for general hospitals and up to \$6,000,000 for all other facilities, if not relating to clinical space – check “Non-Clinical” box below).

**Necessary LRA Schedules:** Cover Sheet, 2, 3, 4, 5, and 6.

- ☐ **Equipment** – Project related to the acquisition, relocation, installation or modification of certain medical equipment, with total project costs of up to \$15,000,000 for general hospitals and up to \$6,000,000 for all other facilities. (**NOT** necessary for “1-for-1” replacement of existing equipment without construction, pursuant to Chapter 174 of the Laws of 2011 amending Article 28 of the Public Health law to eliminate limited review and CON review for one for one equipment replacement)

**Necessary LRA Schedules:** Cover Sheet, 2, 3, 4, and 5.

- ☐ **Service Delivery** – Project to decertify a facility's beds/services; add services which involve a total project cost up to \$15,000,000 for general hospitals and up to \$6,000,000 for all other facilities; or convert beds within approved categories. (If construction associated, also check “Construction” above.)

**Necessary LRA Schedules:** Cover Sheet, 2, 6, 7, 8, 10, and 12. \*If proposing to decertify beds within a nursing home, provide a description of the proposed alternative use of the space including a detailed sketch (unless the decertification is being accomplished by eliminating beds in multiple-bedded rooms). If proposing to convert beds within approved categories, an LRA Schedule 6 and all supporting documentation are required to confirm appropriate space for the new use.

- ☐ **Cardiac Services** – Project by an appropriately certified facility to add electrophysiology (EP) services; or add, upgrade or replace a cardiac catheterization laboratory or equipment. (If construction associated, also check “Construction” above.)

**Necessary LRA Schedules:** Cover Sheet, 2, 7, 8, 10, and 12.

- ☒ **Relocation of Extension Clinic** – Project to relocate an extension clinic within the same service area which involve a total project cost up to \$15,000,000 for general hospitals and up to \$6,000,000 for all other facilities. (If construction associated, also check “Construction” above.)

**Necessary LRA Schedules:** Cover Sheet, 2, 3, 4, 5, 6 and 7. Also include a Closure Plan for vacating extension clinic.

- ☐ **Part-Time Clinic** – Project to operate, change services offered, change hours of operation or relocate a part-time clinic site – for applicants already certified for “part-time clinic”. (If construction associated, also check “Construction” above.)

**Necessary LRA Schedules:** Cover Sheet, 2, 8, 10, 11, and 12.

OPERATING CERTIFICATE NO. 0101204R	CERTIFIED OPERATOR Upper Hudson Planned Parenthood, Inc.	TYPE OF FACILITY DTC
---------------------------------------	---	-------------------------

OPERATOR ADDRESS – STREET & NUMBER [REDACTED]		PFI [REDACTED]	NAME AND TITLE OF CONTACT PERSON Patty HasBrouck, Consultant, Madison Healthcare Advisors		
CITY [REDACTED]	COUNTY [REDACTED]	ZIP [REDACTED]	STREET AND NUMBER 60 Railroad Place, Suite 101		
PROJECT SITE ADDRESS – STREET & NUMBER 120 Hoosick Street, [REDACTED]		PFI 2799	CITY Saratoga Springs	STATE NY	ZIP 12866
CITY Troy	COUNTY Rensselaer	ZIP 12180	TELEPHONE NUMBER 518-469-8491	FAX NUMBER	
TOTAL PROJECT COST:   \$ 1,831,250			CONTACT E-MAIL:   MadisonHCA@gmail.com		

(Rev 09/2019)



# Limited Review Application

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## LRA Cover Sheet

### Project to be Proposed/Applicant Information

This application is for those projects subject to a limited review pursuant to 10 NYCRR 710.1(c)(5)-(7). Please check the appropriate box(es) reflective of the project being proposed by your facility (**NOTE** – Some projects may involve requisite “Construction”. If so, and **total** project costs are below designated thresholds, then **both boxes** must be checked and necessary LRA Schedules submitted).

**Please read the LRA Instructions to ensure submission of an appropriate and complete application:**

- ☒ **Minor Construction** – Minor construction project with total project costs of up to \$6,000,000 (or up to \$15,000,000, if not relating to clinical space – check “Non-Clinical” box below).  
**Necessary LRA Schedules:** *Cover Sheet, 2, 3, 4, 5, and 6.*
- ☐ **Equipment** – Project related to the acquisition, relocation, installation or modification of certain medical equipment, with total project costs of up to \$6,000,000. (**NOT** necessary for “1-for-1” replacement of existing equipment without construction, pursuant to Chapter 174 of the Laws of 2011 amending Article 28 of the Public Health law to eliminate limited review and CON review for one for one equipment replacement)  
**Necessary LRA Schedules:** *Cover Sheet, 2, 3, 4, and 5.*
- ☐ **Service Delivery** – Project to decertify a facility's beds/services; add services which involve a total project cost under \$6,000,000; or convert beds within approved categories. (*If construction associated, also check “Construction” above.*)  
**Necessary LRA Schedules:** *Cover Sheet, 7, 8, 10, and 12. \*If proposing to decertify beds within a nursing home, provide a description of the proposed alternative use of the space including a detailed sketch (unless the decertification is being accomplished by eliminating beds in multiple-bedded rooms).*
- ☐ **Health Information Technology** – Project to purchase and implement health information technology or other information systems, with a total project cost between \$6,000,000 and \$15,000,000.  
**Necessary LRA Schedules:** *Cover Sheet, 2, 3, 9, and 12. Also include Vendor Contract language (Appendix D).*
- ☐ **Cardiac Services** – Project by an appropriately certified facility to add electrophysiology (EP) services; or add, upgrade or replace a cardiac catheterization laboratory or equipment. (*If construction associated, also check “Construction” above.*)  
**Necessary LRA Schedules:** *Cover Sheet, 7, 8, 10, and 12.*
- ☒ **Relocation of Extension Clinic** – Project to relocate an extension clinic within the same service area.  
**Necessary LRA Schedules:** *Cover Sheet, 2, 3, 4, and 5. Also include a Closure Plan for vacating extension clinic.*
- ☐ **Part-Time Clinic** – Project to operate, change services offered, change hours of operation or relocate a part-time clinic site – for applicants already certified for “part-time clinic”. (*If construction associated, also check “Construction” above.*)  
**Necessary LRA Schedules:** *Cover Sheet, 8, 10, 11, and 12.*

OPERATING CERTIFICATE NO. 0101204R	CERTIFIED OPERATOR Upper Hudson Planned Parenthood, Inc.	TYPE OF FACILITY DTC
---------------------------------------	---	-------------------------

OPERATOR ADDRESS – STREET & NUMBER [REDACTED]		PFI [REDACTED]	NAME AND TITLE OF CONTACT PERSON Patty HasBrouck, Consultant, Madison Healthcare Advisors		
CITY [REDACTED]	COUNTY [REDACTED]	ZIP [REDACTED]	STREET AND NUMBER 60 Railroad Place, Suite 101		
PROJECT SITE ADDRESS – STREET & NUMBER 120 Hoosick Street, [REDACTED]		PFI 2799	CITY Saratoga Springs	STATE NY	ZIP 12866
CITY Troy	COUNTY Rensselaer	ZIP 12180	TELEPHONE NUMBER 518-469-8491	FAX NUMBER	
TOTAL PROJECT COST: \$ 1,831,250			CONTACT E-MAIL: MadisonHCA@gmail.com		

(Rev 5/2014)

# **Schedule LRA 4/Schedule 7 CON Forms Regarding Environmental issues**

## **Contents:**

### **Schedule LRA 4/Schedule 7 - Environmental Assessment**

<b>Environmental Assessment</b>			
<b>Part I.</b>	The following questions help determine whether the project is "significant" from an environmental standpoint.	<b>Yes</b>	<b>No</b>
1.1	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.2	Does this plan involve construction and change land use or density?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.3	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4	Does this plan involve construction and require work related to the disposition of asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Part II.</b>	If any question in Part I is answered "yes" the project may be significant, and Part II must be completed. If all questions in Part II are answered "no" it is likely that the project is not significant	<b>Yes</b>	<b>No</b>
2.1	Does the project involve physical alteration of ten acres or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.2	If an expansion of an existing facility, is the area physically altered by the facility expanding by more than 50% and is the total existing and proposed altered area ten acres or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Will the project involve use of ground or surface water or discharge of wastewater to ground or surface water in excess of 2,000,000 gallons per day?	<input type="checkbox"/>	<input type="checkbox"/>
2.4	If an expansion of an existing facility, will use of ground or surface water or discharge of wastewater by the facility increase by more than 50% and exceed 2,000,000 gallons per day?	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Will the project involve parking for 1,000 vehicles or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.6	If an expansion of an existing facility, will the project involve a 50% or greater increase in parking spaces and will total parking exceed 1000 vehicles?	<input type="checkbox"/>	<input type="checkbox"/>
2.7	In a city, town, or village of 150,000 population or fewer, will the project entail more than 100,000 square feet of gross floor area?	<input type="checkbox"/>	<input type="checkbox"/>
2.8	If an expansion of an existing facility in a city, town, or village of 150,000 population or fewer, will the project expand existing floor space by more than 50% so that gross floor area exceeds 100,000 square feet?	<input type="checkbox"/>	<input type="checkbox"/>
2.9	In a city, town or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area?	<input type="checkbox"/>	<input type="checkbox"/>
2.10	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project expand existing floor space by more than 50% so that gross floor area exceeds 240,000 square feet?	<input type="checkbox"/>	<input type="checkbox"/>
2.11	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	<input type="checkbox"/>	<input type="checkbox"/>
2.12	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	<input type="checkbox"/>	<input type="checkbox"/>
2.13	Will the project significantly affect drainage flow on adjacent sites?	<input type="checkbox"/>	<input type="checkbox"/>

2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	<input type="checkbox"/>	
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input type="checkbox"/>	
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input type="checkbox"/>	
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	<input type="checkbox"/>	
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input type="checkbox"/>	
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	<input type="checkbox"/>	
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input type="checkbox"/>	
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	<input type="checkbox"/>	
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	<input type="checkbox"/>	
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Part III.</b>		<b>Yes</b>	<b>No</b>	
3.1	Are there any other state or local agencies involved in approval of the project? If so, fill in Contact Information to Question 3.1 below.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			

	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
3.2	Has any other agency made an environmental review of this project? If so, give name, and submit the SEQRA Summary of Findings with the application in the space provided below.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
3.3	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Part IV. Storm and Flood Mitigation</b>				
	Definitions of FEMA Flood Zone Designations			
	Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.			
	Please use the FEMA Flood Designations scale below as a guide to answering all Part IV questions regardless of project location, flood and or evacuation zone.		Yes	No
4.1	Is the proposed site located in a flood plain? If Yes, indicate classification below and provide the Elevation Certificate (FEMA Flood Insurance).		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Moderate to Low Risk Area</b>		Yes	No
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>
	In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:			
	<b>B and X</b>	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.	<input type="checkbox"/>	

	<b>C and X</b>	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	<input type="checkbox"/>	
	<b>High Risk Areas</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>
	In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
	<b>A</b>	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
	<b>AE</b>	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30.	<input type="checkbox"/>	
	<b>A1-30</b>	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).	<input type="checkbox"/>	
	<b>AH</b>	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
	<b>AO</b>	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.	<input type="checkbox"/>	
	<b>AR</b>	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.	<input type="checkbox"/>	
	<b>A99</b>	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
	<b>High Risk Coastal Area</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>		
	In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
	<b>Zone V</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.	<input type="checkbox"/>	<input type="checkbox"/>
	<b>VE, V1 - 30</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
	<b>Undetermined Risk Area</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>

	<b>D</b>	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.		
4.2	Are you in a designated evacuation zone?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If Yes, the Elevation Certificate (FEMA Flood Insurance) shall be submitted with the application.			
	If yes which zone is the site located in?			
4.3	Does this project reflect the post Hurricane Lee, and or Irene, and Superstorm Sandy mitigation standards?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If Yes, which floodplain?	100 Year	<input type="checkbox"/>	
		500 Year	<input type="checkbox"/>	

The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

[http://www.fema.gov/media-library-data/20130726-1437-20490-3457/f\\_053\\_elevationcertificate\\_jan13.pdf](http://www.fema.gov/media-library-data/20130726-1437-20490-3457/f_053_elevationcertificate_jan13.pdf)

# **Schedule LRA 4/Schedule 7 CON Forms Regarding Environmental issues**

## **Contents:**

### **Schedule LRA 4/Schedule 7 - Environmental Assessment**



<b>Environmental Assessment</b>			
<b>Part I.</b>	The following questions help determine whether the project is "significant" from an environmental standpoint.	<b>Yes</b>	<b>No</b>
1.1	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.2	Does this plan involve construction and change land use or density?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.3	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4	Does this plan involve construction and require work related to the disposition of asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Part II.</b>	If any question in Part I is answered "yes" the project may be significant, and Part II must be completed. If all questions in Part II are answered "no" it is likely that the project is not significant	<b>Yes</b>	<b>No</b>
2.1	Does the project involve physical alteration of ten acres or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.2	If an expansion of an existing facility, is the area physically altered by the facility expanding by more than 50% and is the total existing and proposed altered area ten acres or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Will the project involve use of ground or surface water or discharge of wastewater to ground or surface water in excess of 2,000,000 gallons per day?	<input type="checkbox"/>	<input type="checkbox"/>
2.4	If an expansion of an existing facility, will use of ground or surface water or discharge of wastewater by the facility increase by more than 50% and exceed 2,000,000 gallons per day?	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Will the project involve parking for 1,000 vehicles or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.6	If an expansion of an existing facility, will the project involve a 50% or greater increase in parking spaces and will total parking exceed 1000 vehicles?	<input type="checkbox"/>	<input type="checkbox"/>
2.7	In a city, town, or village of 150,000 population or fewer, will the project entail more than 100,000 square feet of gross floor area?	<input type="checkbox"/>	<input type="checkbox"/>
2.8	If an expansion of an existing facility in a city, town, or village of 150,000 population or fewer, will the project expand existing floor space by more than 50% so that gross floor area exceeds 100,000 square feet?	<input type="checkbox"/>	<input type="checkbox"/>
2.9	In a city, town or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area?	<input type="checkbox"/>	<input type="checkbox"/>
2.10	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project expand existing floor space by more than 50% so that gross floor area exceeds 240,000 square feet?	<input type="checkbox"/>	<input type="checkbox"/>
2.11	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	<input type="checkbox"/>	<input type="checkbox"/>
2.12	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	<input type="checkbox"/>	<input type="checkbox"/>
2.13	Will the project significantly affect drainage flow on adjacent sites?	<input type="checkbox"/>	<input type="checkbox"/>

2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	<input type="checkbox"/>
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input type="checkbox"/>
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input type="checkbox"/>
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	<input type="checkbox"/>
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input type="checkbox"/>
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	<input type="checkbox"/>
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input type="checkbox"/>
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	<input type="checkbox"/>
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	<input type="checkbox"/>
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part III.</b>		<b>Yes</b>	<b>No</b>
3.1	Are there any other state or local agencies involved in approval of the project? If so, fill in Contact Information to Question 3.1 below.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Agency Name:</b>		
	Contact Name:		
	Address:		
	State and Zip Code:		
	E-Mail Address:		
	Phone Number:		
	<b>Agency Name:</b>		
	Contact Name:		
	Address:		
	State and Zip Code:		
	E-Mail Address:		
	Phone Number:		
	<b>Agency Name:</b>		
	Contact Name:		

	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
3.2	Has any other agency made an environmental review of this project? If so, give name, and submit the SEQRA Summary of Findings with the application in the space provided below.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
3.3	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Part IV. Storm and Flood Mitigation</b>				
	Definitions of FEMA Flood Zone Designations			
	Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.			
	Please use the FEMA Flood Designations scale below as a guide to answering all Part IV questions regardless of project location, flood and or evacuation zone.		Yes	No
4.1	Is the proposed site located in a flood plain? If Yes, indicate classification below and provide the Elevation Certificate (FEMA Flood Insurance).		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Moderate to Low Risk Area</b>		Yes	No
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>
	In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:			
	<b>B and X</b>	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.	<input type="checkbox"/>	

	<b>C and X</b>	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	<input type="checkbox"/>	
	<b>High Risk Areas</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>
	In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
	<b>A</b>	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
	<b>AE</b>	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30.	<input type="checkbox"/>	
	<b>A1-30</b>	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).	<input type="checkbox"/>	
	<b>AH</b>	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
	<b>AO</b>	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.	<input type="checkbox"/>	
	<b>AR</b>	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.	<input type="checkbox"/>	
	<b>A99</b>	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
	<b>High Risk Coastal Area</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>		
	In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
	<b>Zone V</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.	<input type="checkbox"/>	<input type="checkbox"/>
	<b>VE, V1 - 30</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
	<b>Undetermined Risk Area</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>

	<b>D</b>	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.		
4.2	Are you in a designated evacuation zone?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If Yes, the Elevation Certificate (FEMA Flood Insurance) shall be submitted with the application.			
	If yes which zone is the site located in?			
4.3	Does this project reflect the post Hurricane Lee, and or Irene, and Superstorm Sandy mitigation standards?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If Yes, which floodplain?	100 Year	<input type="checkbox"/>	
		500 Year	<input type="checkbox"/>	

The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

[http://www.fema.gov/media-library-data/20130726-1437-20490-3457/f\\_053\\_elevationcertificate\\_jan13.pdf](http://www.fema.gov/media-library-data/20130726-1437-20490-3457/f_053_elevationcertificate_jan13.pdf)

# **Schedule LRA 4/Schedule 7 CON Forms Regarding Environmental issues**

## **Contents:**

### **Schedule LRA 4/Schedule 7 - Environmental Assessment**

<b>Environmental Assessment</b>			
<b>Part I.</b>	The following questions help determine whether the project is "significant" from an environmental standpoint.	<b>Yes</b>	<b>No</b>
1.1	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.2	Does this plan involve construction and change land use or density?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.3	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4	Does this plan involve construction and require work related to the disposition of asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Part II.</b>	If any question in Part I is answered "yes" the project may be significant, and Part II must be completed. If all questions in Part II are answered "no" it is likely that the project is not significant	<b>Yes</b>	<b>No</b>
2.1	Does the project involve physical alteration of ten acres or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.2	If an expansion of an existing facility, is the area physically altered by the facility expanding by more than 50% and is the total existing and proposed altered area ten acres or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Will the project involve use of ground or surface water or discharge of wastewater to ground or surface water in excess of 2,000,000 gallons per day?	<input type="checkbox"/>	<input type="checkbox"/>
2.4	If an expansion of an existing facility, will use of ground or surface water or discharge of wastewater by the facility increase by more than 50% and exceed 2,000,000 gallons per day?	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Will the project involve parking for 1,000 vehicles or more?	<input type="checkbox"/>	<input type="checkbox"/>
2.6	If an expansion of an existing facility, will the project involve a 50% or greater increase in parking spaces and will total parking exceed 1000 vehicles?	<input type="checkbox"/>	<input type="checkbox"/>
2.7	In a city, town, or village of 150,000 population or fewer, will the project entail more than 100,000 square feet of gross floor area?	<input type="checkbox"/>	<input type="checkbox"/>
2.8	If an expansion of an existing facility in a city, town, or village of 150,000 population or fewer, will the project expand existing floor space by more than 50% so that gross floor area exceeds 100,000 square feet?	<input type="checkbox"/>	<input type="checkbox"/>
2.9	In a city, town or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area?	<input type="checkbox"/>	<input type="checkbox"/>
2.10	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project expand existing floor space by more than 50% so that gross floor area exceeds 240,000 square feet?	<input type="checkbox"/>	<input type="checkbox"/>
2.11	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	<input type="checkbox"/>	<input type="checkbox"/>
2.12	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	<input type="checkbox"/>	<input type="checkbox"/>
2.13	Will the project significantly affect drainage flow on adjacent sites?	<input type="checkbox"/>	<input type="checkbox"/>

2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	<input type="checkbox"/>	
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input type="checkbox"/>	
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input type="checkbox"/>	
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	<input type="checkbox"/>	
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input type="checkbox"/>	
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	<input type="checkbox"/>	
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input type="checkbox"/>	
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	<input type="checkbox"/>	
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	<input type="checkbox"/>	
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Part III.</b>		<b>Yes</b>	<b>No</b>	
3.1	Are there any other state or local agencies involved in approval of the project? If so, fill in Contact Information to Question 3.1 below.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			



	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
3.2	Has any other agency made an environmental review of this project? If so, give name, and submit the SEQRA Summary of Findings with the application in the space provided below.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<b>Agency Name:</b>			
	Contact Name:			
	Address:			
	State and Zip Code:			
	E-Mail Address:			
	Phone Number:			
3.3	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Part IV. Storm and Flood Mitigation</b>				
	Definitions of FEMA Flood Zone Designations			
	Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.			
	Please use the FEMA Flood Designations scale below as a guide to answering all Part IV questions regardless of project location, flood and or evacuation zone.		Yes	No
4.1	Is the proposed site located in a flood plain? If Yes, indicate classification below and provide the Elevation Certificate (FEMA Flood Insurance).		<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>Moderate to Low Risk Area</b>		Yes	No
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>
	In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:			
	<b>B and X</b>	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.	<input type="checkbox"/>	

	<b>C and X</b>	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	<input type="checkbox"/>	
	<b>High Risk Areas</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>
	In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
	<b>A</b>	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
	<b>AE</b>	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30.	<input type="checkbox"/>	
	<b>A1-30</b>	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).	<input type="checkbox"/>	
	<b>AH</b>	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
	<b>AO</b>	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.	<input type="checkbox"/>	
	<b>AR</b>	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.	<input type="checkbox"/>	
	<b>A99</b>	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
	<b>High Risk Coastal Area</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>		
	In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
	<b>Zone V</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.	<input type="checkbox"/>	<input type="checkbox"/>
	<b>VE, V1 - 30</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
	<b>Undetermined Risk Area</b>		<b>Yes</b>	<b>No</b>
	<b>Zone</b>	<b>Description</b>	<input type="checkbox"/>	<input type="checkbox"/>

	<b>D</b>	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.		
4.2	Are you in a designated evacuation zone?		<input type="checkbox"/>	<input type="checkbox"/>
	If Yes, the Elevation Certificate (FEMA Flood Insurance) shall be submitted with the application.			
	If yes which zone is the site located in?			
4.3	Does this project reflect the post Hurricane Lee, and or Irene, and Superstorm Sandy mitigation standards?		<input type="checkbox"/>	<input type="checkbox"/>
	If Yes, which floodplain?	100 Year	<input type="checkbox"/>	
		500 Year	<input type="checkbox"/>	

The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

[http://www.fema.gov/media-library-data/20130726-1437-20490-3457/f\\_053\\_elevationcertificate\\_jan13.pdf](http://www.fema.gov/media-library-data/20130726-1437-20490-3457/f_053_elevationcertificate_jan13.pdf)

# Limited Review Application

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## Schedule LRA 4

### Outline of Architectural/Engineering Action & Environmental Assessment

FACILITY TYPE (1)	CODE (2)	PROPOSED SOLUTION/ACTION (3)	CODE (4)	FUNCTIONAL AREAS/SERVICES (5)
40	7	Relocation - vacated space remains unused		Medical Services - Primary Care
40	7	Relocation - vacated space remains unused		

#### PLEASE COMPLETE THE FOLLOWING:

1. Please submit an Architect's or Engineer's Letter of Certification (See Schedule LRA 6).
2. Please submit electronic (via NYSE-CON) and hardcopy Final Schematic Design drawings that complement the project narrative using DSG-01 guidelines.
3. Please submit a Physician's Certification Letter for projects involving radiation producing equipment.

## Environmental Assessment

### Part I.

The following questions help determine whether the project is "significant" from an environmental standpoint.

1.1	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
1.2	Does this plan involve construction and change land use or density?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.3	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4	Does this plan involve construction and require work related to the disposition of asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Part II.

If any question in Part I is answered "yes" the project may be significant and Part II **must** be completed if all questions in Part II are answered "no" it is likely that the project is not significant.

2.1	Does the project involve physical alteration of ten acres or more?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.2	If an expansion of an existing facility, is the area physically altered by the facility expanding by more than 50% and is the total existing and proposed altered area ten acres or more?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.3	Will the project involve use of ground or surface water or discharge of wastewater to ground or surface water in excess of 2,000,000 gallons per day?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2.4	If an expansion of an existing facility, will use of ground or surface water or discharge of wastewater by the facility increase by more than 50% and exceed 2,000,000 gallons per day?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.5	Will the project involve parking for 1,000 vehicles or more?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.6	If an expansion of an existing facility, will the project involve a 50% or greater increase in parking spaces and will total parking exceed 1000 vehicles?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.7	In a city, town, or village of 150,000 population or fewer, will the project entail more than 100,000 square feet of gross floor area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.8	If an expansion of an existing facility in a city, town, or village of 150,000 population or fewer, will the project expand existing floor space by more than 50% so that gross floor area exceeds 100,000 square feet?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.9	In a city, town or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.10	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project expand existing floor space by more than 50% so that gross floor area exceeds 240,000 square feet?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.11	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.12	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.13	Will the project significantly affect drainage flow on adjacent sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Part III.

Must be completed if any question on Part II was answered "Yes".

3.1	Are there any other state or local agencies involved in approval of the project? If so, fill in <b>Contact Information to Question 3.1 below</b> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.2	Has any other agency made an environmental review of this project? If so, give name.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.3	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Contact Information to Question 3.1

Agency Name:	
Contact Name:	
Address:	
State and Zip Code:	
E-Mail Address:	
Phone Number:	
Agency Name:	
Contact Name:	
Address:	
State and Zip Code:	
E-Mail Address:	
Phone Number:	
Agency Name:	
Contact Name:	
Address:	
State and Zip Code:	
E-Mail Address:	
Phone Number:	
Agency Name:	
Contact Name:	
Address:	
State and Zip Code:	
E-Mail Address:	
Phone Number:	
Agency Name:	
Contact Name:	
Address:	
State and Zip Code:	
E-Mail Address:	
Phone Number:	

## Part IV. Storm and Flood Mitigation

Please use the FEMA Flood Designations scale below as a guide to answering Part IV. Refer to Attachment A on page 5.

1.	Are you in a flood plain? If so, what classification?  a. Moderate to Low Risk Area _____ b. High Risk Area _____ c. High Risk Coastal Area _____ d. Undetermined Risk Area _____	<input type="checkbox"/> <input checked="" type="checkbox"/>
2.	Are you in a designated evacuation zone? If so, which zone _____	<input type="checkbox"/> <input checked="" type="checkbox"/>
3.	Does this project reflect the post Hurricane Lee, and or Irene, and Superstorm Sandy mitigation standards? 100-Year Floodplain _____ 500-Year Floodplain _____	<input type="checkbox"/> <input checked="" type="checkbox"/>

The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

[http://www.fema.gov/media-library-data/1488549029564-358a34bdedafb69ac48a9dacba9c7218/FF086\\_0\\_33EC\\_form.pdf](http://www.fema.gov/media-library-data/1488549029564-358a34bdedafb69ac48a9dacba9c7218/FF086_0_33EC_form.pdf)

## Attachment A - FEMA Flood Designations

### Definitions of FEMA Flood Zone Designations

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

#### Moderate to Low Risk Areas

In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:

ZONE	DESCRIPTION
<b>B and X</b>	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
<b>C and X</b>	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

#### High Risk Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
<b>A</b>	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
<b>AE</b>	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30.
<b>A1-30</b>	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
<b>AH</b>	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
<b>AO</b>	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
<b>AR</b>	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.
<b>A99</b>	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

#### High Risk - Coastal Areas

In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones:

ZONE	DESCRIPTION
<b>V</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.
<b>VE, V1 - 30</b>	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

#### Undetermined Risk Areas

ZONE	DESCRIPTION
<b>D</b>	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.





**Schedule LRA6 -  
CON Form Regarding  
Architectural/Engineering Submission**

**Contents:**

- **Schedule LRA6 – Architectural/Engineering Submission**

# New York State Department of Health Certificate of Need Application

## Schedule LRA6

### Architectural Submission Requirements for Contingent Approval and Contingency Satisfaction

Schedule applies to all projects with construction, including Articles- 28, 36 & 40, i.e., Hospitals, D&TCs, RHCs, CHHAs, LTHHCPs and Hospices.

#### Instructions:

- Provide Narrative
- Provide Architect/Engineering Certification Form
  - List of Architectural or Engineering Certification Forms
    - [Architect's Letter of Certification for Proposed Construction or Renovation for Projects That Will Be Self-Certified. Self-Certification Is Not an Option for Full Review Projects, Projects over \\$15 Million, or Projects Requiring a Waiver](#) (PDF)
    - [Architect's Letter of Certification for Proposed Construction or Renovation Projects to Be Reviewed by DOH or DASNY](#) (PDF) (Not to Be Submitted with Self-Certification Projects)
    - [Architect's Letter of Certification for Completed Projects](#) (PDF)
    - [Architect's or Engineer's Letter of Certification for Inspecting Existing Buildings](#) (PDF)
- Provide FEMA BFE Certificate
  - [FEMA BFE Certificate](#)
- Provide Architecture/Engineering Drawings in PDF format for review. Refer to Electronic Review Guidance Document for instructions for providing drawings for CON review.
- Provide Physician's Report and the supporting information including drawings, details and supporting information.
  - [Physician's Letter of Certification](#) (PDF)
- Required attachments must be submitted as separate documents and labeled accordingly.
- If any of the attachments require to be updated, provide an updated Schedule 6 form with the revised dates indicated on the form, in the date column.
- Do not combine the narrative, A/E Cert Form and FEMA BFE Certificate into one document.
- Refer to the Contingent Approval or Contingency Satisfaction for Submission Table requirements listed below.

#### Format:

- Refer to "NYSDOH and DASNY Electronic Drawing Submission Guidance for CON Reviews" located on the NYSDOH Website.

#### Attachment "Architecture/Engineering Narrative"

Narrative shall include but not limited to the following information.

- Intent/Purpose
- Site Location
- Brief description of current facility, including Facility Type.
- Brief description of proposed facility.
  - Addition, Alteration and or Renovation
  - Square footages of existing floor and or building.
  - Square footages of proposed work.
  - Does the area of work exceed more than 50% of the area, floor or building?

# New York State Department of Health

## Certificate of Need Application

## Schedule LRA6

- Sprinklered
  - Sprinklered throughout.
  - Partially Sprinklered
  - Non-Sprinklered
- Square Footage of Proposed Spaces.
- Construction Type
- Building Height
  - Number of Stories
  - Is it located in a high rise?
    - Does the building have a generator?
    - Sprinklered throughout?
  - Is it located in a basement or underground building?
  - Is it a windowless space, area or building?
- Location of proposed spaces or spaces. (Occupancy type for each occupied space.)
- Will the project construction be phased? If yes, what is the duration for each phase?
- Does the project contain shell space?
- Occupancy Classification per NFPA 101
  - Indicate if the facility has mixed occupancies.
- Programmatic requirements as defined by FGI 2014 edition that are being followed.
- Changes in bed capacity: Increase, decrease, no change or relocation of beds?
- Changes in the number of occupants?
- EES System
  - Does the facility have an EES system? If yes, what type.
- Fire Detection, Alarm and Communication System
  - Describe existing system
  - Describe proposed system
- Relationship of spaces conforming with Article 28 space and Non-Article 28 space.
- Exceptions to the NYSDOH referenced standards. (Also, to be noted on the exceptions portion of the Architecture/Engineering Certification Form.
- Request for equivalencies. (Also, to be noted on the exceptions portion of the Architecture/Engineering Certification Form.
- Describe scope of work involved in building system upgrades and or replacements, fire protection systems, HVAC systems, Sprinkler, etc.
- Compliance with ADA.
- If located in a flood zone, what type of work will be associated to mitigate damage and provide the ability to maintain operations. Provide a FEMA BFE Certificate from the FEMA website link [www.fema.gov](http://www.fema.gov).
- Does the project contain imaging equipment used for diagnostic or treatment purposes? If yes, provide Physicist's Report and the respective drawings and information shall be submitted for review at the Design Development phase of review.
- Is the work involved associated with a waiver provided by NYSDOH and or CMS? If yes, provide waiver number.

# New York State Department of Health Certificate of Need Application

## Schedule LRA6

<b>CONTINGENT APPROVAL REQUIRED ATTACHMENT TABLE</b>		
<b>Title of Attachment</b>	<b>Attachment File Name in PDF format</b>	<b>Date</b>
Architectural/Engineering Narrative	A/E Narrative.PDF	
Architect/Engineer Certification Form	A/E Cert Form. PDF	
FEMA BFE Certificate	FEMA BFE Certificate.PDF	
Article 28 Space/Non-Article 28 Space Plans	CON100.PDF	
Site Plans	SP100.PDF	
Life Safety Code Plans (Floor plans and reflected ceiling plans.)	LSC1000.PDF	
Architectural Floor Plans, Roof Plans and Details	A100.PDF	
Exterior Elevations and Building Sections	A200.PDF	
Vertical Circulation	A300.PDF	
Reflected Ceiling Plans and Details	A400.PDF	
Wall Sections and Details	A500.PDF	
Interior Elevations, Enlarged Plans and Details	A600.PDF	

<b>CONTINGENCY APPROVAL REQUIRED ATTACHMENT TABLE</b>		
<b>Title of Attachment</b>	<b>Attachment File Name in PDF format</b>	<b>Date</b>
Architectural/Engineering Narrative	A/E Narrative.PDF	
Architect/Engineer Certification Form	A/E Cert Form. PDF	
FEMA BFE Certificate	FEMA BFE Certificate.PDF	
Article 28 Space/Non-Article 28 Space Plans	CON100.PDF	
Site Plans	SP100.PDF	
Life Safety Code Plans (Floor plans and reflected ceiling plans.)	LSC100.PDF	
Architectural Floor Plans, Roof Plans and Details	A100.PDF	
Exterior Elevations and Building Sections	A200.PDF	
Vertical Circulation	A300.PDF	
Reflected Ceiling Plans and Details	A400.PDF	
Wall Sections and Details	A500.PDF	
Interior Elevations, Enlarged Plans and Details	A600.PDF	
Fire Protection	FP100.PDF	
Mechanical Systems	M100.PDF	
Electrical Systems	E100.PDF	
Plumbing Systems	P100.PDF	
Physicist's Report and the respective drawings and information	X100.PDF	

# Limited Review Application

Schedule LRA 7

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## Proposed Operating Budget

Budget	Current Year 2019 Actual	First Year (Projected)	Third Year (Projected)
<b>Revenues</b>			
Service Revenue	\$1,261,912	\$1,923,132	\$1,764,042
Grants Funds	297,700	251,860	251,860
Foundation			
Other	246,137	35,767	37,945
Fees			
Other Income	17,714	4,308	4,570
(1) Total Revenues	\$ 1,823,463	\$1,923,132	\$2,058,417
<b>Expenses</b>			
Salaries and Wage Expense	769,267	692,018	734,163
Employee Benefits	139,898	118,971	126,216
Professional Fees	9,935	4,943	5,243
Medical & Surgical Supplies	212,238	250,333	265,578
Non-Medical Equipment	18,172	18,134	19,238
Purchased Services	353,407	353,244	374,756
Other Direct Expense	130,208	73,506	77,982
Utilities Expense	19,335	17,947	19,039
Interest Expense	1,379	831	882
Rent Expense	79,446	71,227	75,565
Depreciation Expense	37,794	34,157	36,238
Other Expenses	51,273	186,415	197,767
(2) Total Expense	1,822,352	1,821,726	1,932,668
Net Total - (1-2) →	\$1,111	\$101,406	\$125,749

# Limited Review Application

## Schedule LRA 7A

State of New York Department of Health  
Office of Primary Care and Health Systems Management

Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days ☐ Patient discharges ☐

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-\$		% based on days or discharges	Dollars-\$
Commercial	Fee for Service									
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service									
	Managed Care									
Private Pay										
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total			100%			100%			100%	

(Rev. 7/2015)

Outpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Visits	Net Revenue*		Visits	Net Revenue*		Visits	Net Revenue*	
			%	Dollars (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	2,034	44.1%	\$557,326	61	4.5%	\$16,717	232	12.7%	\$63,576
Medicare	Fee for Service	45	1.1%	\$13,609	█	0.1%	\$304	█	0.3%	\$1,522
	Managed Care									
Medicaid	Fee for Service	1,089	17.5%	\$220,859	33	32.8%	\$120,826	124	29.6%	\$148,533
	Managed Care	2,065	33.1%	\$418,639	62	62.1%	\$228,858	235	56.2%	\$281,533
Private Pay		862	4.2%	\$52,480	26	0.4%	\$1,580	98	3.4%	\$5,694
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total		6,094	100%	\$1,262,912	█	100%	\$368,285	█	100%	\$501,129

Total of Inpatient and Outpatient Services									
--	--	--	--	--	--	--	--	--	--

	Title of Attachment	Filename of attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.		
2. In an attachment, provide the basis for charity care.		

\*Net of Deductions from Revenue



*(Rev. 7/2015)*

# Limited Review Application

Schedule LRA 7

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## Proposed Operating Budget

Budget	Current Year 2019 Actual	First Year (Projected)	Third Year (Projected)
<b>Revenues</b>			
Service Revenue	\$1,261,912	\$1,923,132	\$1,764,042
Grants Funds	297,700	251,860	251,860
Foundation			
Other	246,137	35,767	37,945
Fees			
Other Income	17,714	4,308	4,570
(1) Total Revenues	\$ 1,823,463	\$1,923,132	\$2,058,417
<b>Expenses</b>			
Salaries and Wage Expense	769,267	692,018	734,163
Employee Benefits	139,898	118,971	126,216
Professional Fees	9,935	4,943	5,243
Medical & Surgical Supplies	212,238	250,333	265,578
Non-Medical Equipment	18,172	18,134	19,238
Purchased Services	353,407	353,244	374,756
Other Direct Expense	130,208	73,506	77,982
Utilities Expense	19,335	17,947	19,039
Interest Expense	1,379	831	882
Rent Expense	79,446	71,227	75,565
Depreciation Expense	37,794	34,157	36,238
Other Expenses	51,273	186,415	197,767
(2) Total Expense	1,822,352	1,821,726	1,932,668
Net Total - (1-2) →	\$1,111	\$101,406	\$125,749

# Limited Review Application

## Schedule LRA 7A

State of New York Department of Health  
Office of Primary Care and Health Systems Management

Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days ☐ Patient discharges ☐

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-\$		% based on days or discharges	Dollars-\$
Commercial	Fee for Service									
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service									
	Managed Care									
Private Pay										
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total			100%			100%			100%	

Outpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Visits	Net Revenue*		Visits	Net Revenue*		Visits	Net Revenue*	
			%	Dollars (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	2,034	44.1%	\$557,326	61	4.5%	\$16,717	232	12.7%	\$63,576
Medicare	Fee for Service	45	1.1%	\$13,609	█	0.1%	\$304	█	0.3%	\$1,522
	Managed Care									
Medicaid	Fee for Service	1,089	17.5%	\$220,859	33	32.8%	\$120,826	124	29.6%	\$148,533
	Managed Care	2,065	33.1%	\$418,639	62	62.1%	\$228,858	235	56.2%	\$281,533
Private Pay		862	4.2%	\$52,480	26	0.4%	\$1,580	98	3.4%	\$5,694
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total		6,094	100%	\$1,262,912	█	100%	\$368,285	█	100%	\$501,129

Total of Inpatient and Outpatient Services									
--	--	--	--	--	--	--	--	--	--

	Title of Attachment	Filename of attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.		
2. In an attachment, provide the basis for charity care.		

\*Net of Deductions from Revenue

*(Rev. 7/2015)*

# Limited Review Application

Schedule LRA 7

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## Proposed Operating Budget

Budget	Current Year 2019 Actual	First Year (Projected)	Third Year (Projected)
<b>Revenues</b>			
Service Revenue	\$1,261,912	\$1,631,197	\$1,764,042
Grants Funds	297,700	251,860	251,860
Foundation			
Other	246,137	35,767	37,945
Fees			
Other Income	17,714	4,308	4,570
(1) Total Revenues	\$ 1,823,463	\$1,923,132	\$2,058,417
<b>Expenses</b>			
Salaries and Wage Expense	769,267	692,018	734,163
Employee Benefits	139,898	118,971	126,216
Professional Fees	9,935	4,943	5,243
Medical & Surgical Supplies	212,238	250,333	265,578
Non-Medical Equipment	18,172	18,134	19,238
Purchased Services	353,407	353,244	374,756
Other Direct Expense	130,208	73,506	77,982
Utilities Expense	19,335	17,947	19,039
Interest Expense	1,379	831	882
Rent Expense	79,446	71,227	75,565
Depreciation Expense	37,794	34,157	36,238
Other Expenses	51,273	186,415	197,767
(2) Total Expense	1,822,352	1,821,726	1,932,668
Net Total - (1-2) →	\$1,111	\$101,406	\$125,749

# Limited Review Application

## Schedule LRA 7A

State of New York Department of Health  
Office of Primary Care and Health Systems Management

Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days ☐ Patient discharges ☐

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-\$		% based on days or discharges	Dollars-\$
Commercial	Fee for Service									
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service									
	Managed Care									
Private Pay										
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total			100%			100%			100%	

Outpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Visits	Net Revenue*		Visits	Net Revenue*		Visits	Net Revenue*	
			%	Dollars (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	2,034	44.1%	\$557,326	61	4.5%	\$16,717	232	12.7%	\$63,576
Medicare	Fee for Service	45	1.1%	\$13,609	█	0.1%	\$304	█	0.3%	\$1,522
	Managed Care									
Medicaid	Fee for Service	1,089	17.5%	\$220,859	33	32.8%	\$120,826	124	29.6%	\$148,533
	Managed Care	2,065	33.1%	\$418,639	62	62.1%	\$228,858	235	56.2%	\$281,533
Private Pay		862	4.2%	\$52,480	26	0.4%	\$1,580	98	3.4%	\$5,694
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total		6,094	100%	\$1,262,912	█	100%	\$368,285	█	100%	\$501,129

Total of Inpatient and Outpatient Services									
--	--	--	--	--	--	--	--	--	--

	Title of Attachment	Filename of attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.		
2. In an attachment, provide the basis for charity care.		

\*Net of Deductions from Revenue



*(Rev. 7/2015)*

# Limited Review Application

Schedule LRA 7

State of New York Department of Health  
Office of Primary Care and Health Systems Management

## Proposed Operating Budget

Budget	Current Year	First Year (Projected)	Third Year (Projected)
<b>Revenues</b>			
Service Revenue	1,583,663	1,583,663	1,730,511
Grants Funds	251,860	251,860	251,860
Foundation			
Other	34,725	35,767	37,945
Fees			
Other Income	4,183	4,308	4,570
(1) Total Revenues	\$ 1,874,431	\$ 1,874,431	\$ 2,024,886
<b>Expenses</b>			
Salaries and Wage Expense	671,862	692,018	734,163
Employee Benefits	115,506	118,971	126,216
Professional Fees	4,799	4,943	5,243
Medical & Surgical Supplies	243,042	250,333	265,578
Non-Medical Equipment	17,606	18,134	19,238
Purchased Services	342,955	353,244	374,756
Other Direct Expense	71,365	73,506	77,982
Utilities Expense	17,424	17,947	19,039
Interest Expense	807	831	882
Rent Expense	69,152	71,227	75,565
Depreciation Expense	33,162	34,157	36,238
Other Expenses	180,985	186,415	197,767
(2) Total Expense	1,768,665	1,821,726	1,932,668
<b>Net Total - (1-2)</b>	<b>105,766</b>	<b>101,382</b>	<b>92,219</b>

# Limited Review Application

## Schedule LRA 7A

State of New York Department of Health  
Office of Primary Care and Health Systems Management

Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days ☐ Patient discharges ☐

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*		Patient Days or dis- charges	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-\$		% based on days or discharges	Dollars-\$
Commercial	Fee for Service									
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service									
	Managed Care									
Private Pay										
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total			100%			100%			100%	

Outpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Visits	Net Revenue*		Visits	Net Revenue*		Visits	Net Revenue*	
			%	Dollars (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	2,034	35.2	557,327	61	3	16,720	232	11.4	63,562
Medicare	Fee for Service	45	0.9	13,609		3	408		11.4	1,552
	Managed Care									
Medicaid	Fee for Service	1,089		331,635	33	3	9,949	124	11.4	37,822
	Managed Care	2,065		628,616	62	3	18,858	235	11.4	71,692
Private Pay										
OASAS										
OMH										
Charity Care		862		52,476	26	3	1,574	98	11.4	5,985
Bad Debt										
All Other										
Total		6,094	100%	3,939,860		100%	47,510		100%	180,614

Total of Inpatient and Outpatient Services										
--	--	--	--	--	--	--	--	--	--	--

	Title of Attachment	Filename of attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.		
2. In an attachment, provide the basis for charity care.		

\*Net of Deductions from Revenue

# Limited Review Application

State of New York Department of Health/Office of Health Systems Management

## Schedule LRA 2

### Total Project Cost

ITEM	ESTIMATED PROJECT COST	
1.1 Land Acquisition <i>(attach documentation)</i>	\$	
1.2 Building Acquisition	\$	
	1.1-1.2 Subtotal:	0.00
2.1 New Construction	\$	
2.2 Renovation and Demolition	\$	1,300,000.00
2.3 Site Development	\$	
2.4 Temporary Power	\$	
	2.1-2.4 Subtotal:	1,300,000.00
3.1 Design Contingency	\$	130,000.00
3.2 Construction Contingency	\$	130,000.00
	3.1-3.2 Subtotal:	260,000.00
4.1 Fixed Equipment (NIC)	\$	
4.2 Planning Consultant Fees	\$	6,500.00
4.3 Architect/Engineering Fees (incl. computer installation, design, etc.)	\$	142,250.00
4.4 Construction Manager Fees	\$	
4.5 Capitalized Licensing Fees	\$	
4.6 Health Information Technology Costs	\$	
4.6.1 Computer Installation, Design, etc.	\$	
4.6.2 Consultant, Construction Manager Fees, etc.	\$	
4.6.3 Software Licensing, Support Fees	\$	
4.6.4 Computer Hardware/Software Fees	\$	
4.7 Other Project Fees (Consultant, etc.)	\$	10,000.00
	4.1-4.7 Subtotal:	158,750.00
5.1 Movable Equipment	\$	\$112,000
<b>6.1 Total Basic Cost of Construction</b>	<b>\$</b>	<b>1,830,750.00</b>
7.1 Financing Cost (points, fees, etc.)	\$	
7.2 Interim Interest Expense - Total Interest on Construction Loan: Amount \$ @ % for months		
7.3 Application Fee	\$	500
<b>8.1 Estimated Total Project Cost (Total 6.1 – 7.3)</b>	<b>\$</b>	<b>1,831,250.00</b>

If this project involves construction enter the following anticipated construction dates on which your cost estimates are based.

Construction Start Date 03/15/2020

Construction Completion Date 9/15/2020

(Rev. 1/31/2013)

# Limited Review Application

State of New York Department of Health/Office of Health Systems Management

## Schedule LRA 3

### Proposed Plan for Project Financing

#### A. LEASE ☐

If any portion of the cost for land, building or Equipment is to be financed through a lease, rental agreement or lease/purchase agreement, complete the chart at the right.

A complete copy of each proposed lease must be submitted.

Attachment # LRA3-1 Lease

ITEM	COST AS IF PURCHASED
	\$
	\$
	\$
	\$
	\$

#### B. CASH ☒

If cash is to be used, complete the chart at the right.

Attach a copy of the latest certified financial Statement and interim monthly or quarterly financial reports to cover the balance of time to date.

Attachment # LRA3-2 2019

Accumulated Funds	\$ 922,250.00
Sale of Existing Assets*	\$ 0
Other – (i.e. gifts, grants, **etc.)	\$ 909,000.00
TOTAL CASH	\$ 1,831,250.00

\*Attach a full and complete description of the assets to be sold.

Attachment # \_\_\_\_\_

\*\* If grants, attach a description of the source of financial support

Attachment # LRA 3-4 Grant Award

#### C. DEBT FINANCING ☐

If the project is to be financed by debt of any type, complete the chart at the right.

Attach a copy of the proposed letter of interest From the intended source of permanent financing.

**This letter must include an estimate of the Principal, term, interest rate and pay-out period presently being considered.**

Attachment # \_\_\_\_\_

Principal	\$ 0
Interest Rate	%
Term	Yrs
Pay-out Period	Yrs
Type *	

\* Commercial, Dormitory Authority Bonds, Dormitory Authority, TELP Lease, Industrial Development Agency Bonds, Other (identify).

## Limited Review Application

**State of New York Department of Health/Office of Health Systems Management**

## Schedule LRA 5

## Space & Construction Cost Distribution

☐ New

 Alteration

LOCATION			Code and Functional Category Description	Functional Gross SF	Construction Cost per SF (6)	Total Construction Cost (7)	(ALT) Scope of Work (8)
Bldg. No.	Floor No.	Sect. No.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	1		Primary Medical Care				
1	1		██████ O/P				
			<b>Total Construction</b>	<b>6,530</b>	<b>\$199</b>	<b>\$1,300,000.00</b>	

1. If new construction is involved, is it "freestanding"?    Yes ☐        No ☐

2. (Check where applicable) The facilities to be affected by this project are located in a:

☐ Dense Urban Area      ☒ Other Metropolitan or Suburban Area      ☐ Rural Area

3. This submission consists of: ☐ New Construction Report      Number of pages \_\_\_\_\_  
☒ Alteration Construction Report      Number of pages \_\_\_\_\_

**Do not use the master copy. Photocopy master and then complete copy if this schedule is required.**

Upper Hudson Planned Parenthood

April 21, 2020

Division of Planning & Licensure  
New York State Department of Health  
Room 1842 Corning Tower ESP  
Albany, NY 12237

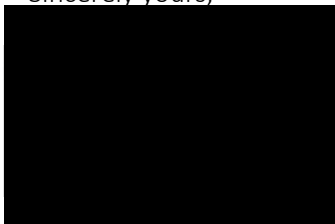
To Whom it May Concern:

Upper Hudson Planned Parenthood (UHPP) wants to build a world where all communities have full access to innovative, high quality, affordable, evidence-based sexual and reproductive health services, which will always include [REDACTED] whenever, wherever, and however they are needed. We are a leading provider of sexual and reproductive health services and information, a fierce advocate, and a committed partner to advance equity and improve health outcomes for all. We have had the privilege of serving the people of the Capital District of New York for many years, and we see tremendous potential to expand access to sexual and reproductive health services, enhance the patient experience, and implement changes in operations that improve and sustain provision of care.

UHPP's proposed project to relocate and recreate our health center in Troy will further our goals by creating a state-of-the-art facility in which staff are enabled to provide the highest quality care to the local community.

UHPP has grant funding through New York State as a Family Planning Grant and a Community Adolescent Pregnancy Prevention Grant to support this project through the first three years of operation at the new site. In the event that grant funding were to be diminished or eliminated in its entirety, UHPP is committed to support any operating loss at the center through accumulated funds or minor budgetary modifications if needed.

Sincerely yours,



President & CEO  
Upper Hudson Planned Parenthood



## **Closure Plan for *Upper Hudson Planned Parenthood, [REDACTED] Center***

The Troy Clinic at [REDACTED] will close when the new location at 120 Hoosick Street, Troy is ready for occupancy and approved by the New York State Department of Health (NYSDOH). Moving day will be planned to minimize patient inconvenience.

The center's current phone numbers and fax lines will be maintained with service to [REDACTED] ending on the last date of occupancy. On-call services will field patient calls during the hours of the move and neighboring Upper Hudson Planned Parenthood centers will be alerted to serving the needs of patients with emergent issues on moving day.

Some equipment and office furnishings currently in use will be moved to the new site. Equipment and furnishings that cannot be used will be sent to other Upper Hudson Planned Parenthood locations or disposed of in accordance with the policies of Upper Hudson Planned Parenthood and NYSDOH. Building insurance, utilities, security and all other necessary systems will be maintained up to the point of their usefulness and our obligation at [REDACTED] when these accounts will be closed.

Signage informing patients of the relocation to 120 Hoosick Street, Troy will be left in the window. Exterior signs identifying the [REDACTED] as an Upper Hudson Planned Parenthood location will be removed. Phone book listings (include on-line references) will be changed as soon as the move takes place. Vendor and community partner notification will also be conducted to redirect contacts to 120 Hoosick Street, Troy. Insurance companies, the post office, and other business partners will be notified of the effective date of the change of address in ample time to ensure that transitions are made smoothly. Albany Medical Center, as well as all area emergency medical services offices, will receive written notification of the relocation. A media campaign will be conducted in print and electronic media and on UHPP's website.

### **Patient Notification**

After NYSDOH approval of the relocation, Upper Hudson Planned Parenthood will notify patients at each encounter of the planned relocation.

When the construction timeline is final, we plan to notify patients of the [REDACTED] closure and the 120 Hoosick Street, Troy opening by the following means:

- 4 to 6 weeks prior to relocation
  - by letter for those who can receive mail
  - through a patient portal notification

- when patients call to schedule an appointment
- 1 month prior to relocation
  - when our centralized lab team/nurse triage calls are answered
  - signage will be posted at the center
- 2 days prior to appointments scheduled with a tailored message on closure

The Upper Hudson Planned Parenthood website will be updated to reflect the 120 Hoosick Street, Troy of the Center. Upper Hudson Planned Parenthood plans to maintain the current office phone number.

Staff will continue to remind patients of the 120 Hoosick Street, Troy when making appointment reminder calls for one month following the opening of the 120 Hoosick Street, Troy center.

### **Community Notification**

- The Education Department will notify their contacts (schools, community organizations, partners, etcetera) of the closure.
- Administrative staff will notify the following, via letter:
  - Local Ambulance
  - Albany Medical Center
  - Community Physicians
  - Local Social Services offices
- The Marketing department will handle media announcement including:
  - Press Releases
  - Local Advertising
  - Social Media

### **Handling of Patients During the Physical Move**

- Patients will be referred to [REDACTED] Clinic located at [REDACTED] or [REDACTED] Clinic at [REDACTED] as needed for urgent visits.
- The centralized lab/nurse triage team will manage patient phone calls and prescription refills virtually.

**UPPER HUDSON PLANNED PARENTHOOD, INC.**

**Financial Statements as of  
December 31, 2018 and 2017  
Together with  
Independent Auditor's Report**

**Bonadio & Co., LLP**  
Certified Public Accountants

## INDEPENDENT AUDITOR'S REPORT

May 30, 2019

To the Board of Directors of  
Upper Hudson Planned Parenthood, Inc.:

We have audited the accompanying financial statements of Upper Hudson Planned Parenthood, Inc. (a New York nonprofit organization) which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the statement of functional expenses for the year ended December 31, 2018, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

6 Wembley Court  
Albany, New York 12205  
p (518) 464-4080  
f (518) 464-4087

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

(Continued)

**INDEPENDENT AUDITOR'S REPORT**  
(Continued)

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Upper Hudson Planned Parenthood, Inc. as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended, and the statement of functional expenses for the year ended December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

**Change in Accounting Principle**

As described in Note 2 to the financial statements Upper Hudson Planned Parenthood, Inc. implemented Accounting Standards Update 2016-14, and the effects have been included in these financial statements. Our opinion is not modified with respect to this matter.

*Bonadio & Co., LLP*

**UPPER HUDSON PLANNED PARENTHOOD, INC.****STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash	\$ 1,168,075	\$ 838,390
Investments	532,742	551,902
Accounts receivable, net	358,141	540,908
Note receivable	100,000	-
Grants receivable	524,467	518,812
Promises to give, current portion	481,017	195,700
Inventory	77,496	86,706
Prepaid expenses	<u>36,290</u>	<u>62,622</u>
Total current assets	3,278,228	2,795,040
PROPERTY AND EQUIPMENT, net	1,660,646	1,268,074
OTHER NON-CURRENT ASSETS:		
Promises to give, net of current portion and discount	684,279	38,277
Charitable gift annuity	24,751	27,103
Security deposits	<u>59,632</u>	<u>59,632</u>
Total other non-current assets	<u>768,662</u>	<u>125,012</u>
	<u>\$ 5,707,536</u>	<u>\$ 4,188,126</u>
<b>LIABILITIES AND NET ASSETS</b>		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 72,366	\$ 73,017
Accounts payable and accrued expenses	835,714	630,960
Accrued compensation	176,188	130,681
Deferred revenue	<u>43,000</u>	<u>90,604</u>
Total current liabilities	1,127,268	925,262
LONG-TERM DEBT, net of current portion	<u>563,249</u>	<u>642,921</u>
DEFERRED RENT OBLIGATIONS	<u>671,914</u>	<u>690,689</u>
Total liabilities	<u>2,362,431</u>	<u>2,258,872</u>
NET ASSETS:		
Without donor restrictions	3,111,120	1,800,603
With donor restrictions	<u>233,985</u>	<u>128,651</u>
Total net assets	<u>3,345,105</u>	<u>1,929,254</u>
	<u>\$ 5,707,536</u>	<u>\$ 4,188,126</u>

The accompanying notes are an integral part of these statements.

UPPER HUDSON PLANNED PARENTHOOD, INC.

STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	2018	2017
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>		
PUBLIC SUPPORT AND REVENUE:		
Public Support:		
Contributions	\$ 1,913,746	\$ 1,283,140
State and county grants	2,061,027	1,741,835
Total public support	<u>3,974,773</u>	<u>3,024,975</u>
Revenue:		
Clinical and program services, net	3,825,429	4,098,093
Recovery of bad debts	23,144	-
Miscellaneous income	<u>203,103</u>	<u>218,829</u>
Total revenue	<u>4,051,676</u>	<u>4,316,922</u>
Net assets released from restrictions	<u>111,404</u>	<u>73,324</u>
Total public support and revenue	<u>8,137,853</u>	<u>7,415,221</u>
EXPENSES:		
Salaries and wages	3,142,847	2,881,942
Fringe benefits	<u>539,366</u>	<u>503,361</u>
Total compensation and benefits	3,682,213	3,385,303
Purchased services	981,674	799,760
Medical supplies	764,356	902,208
Occupancy	458,594	383,571
Other	197,718	185,472
Non medical supplies	189,538	144,541
Depreciation	158,497	152,607
Travel	94,749	62,522
Dues	82,111	75,170
Insurance	80,290	76,777
Utilities and communications	79,696	76,272
Professional fees	60,479	89,065
Interest	12,153	8,220
Provision for bad debts	-	<u>112,689</u>
Total expenses	<u>6,842,068</u>	<u>6,454,177</u>
GAIN FROM OPERATIONS	<u>1,295,785</u>	<u>961,044</u>
NON-OPERATING REVENUE:		
Legal settlement	-	515,000
Investment income	<u>14,732</u>	<u>18,415</u>
GAIN FROM NON-OPERATING REVENUE	14,732	533,415
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>1,310,517</u>	<u>1,494,459</u>
<b>NET ASSETS WITH DONOR RESTRICTIONS</b>		
Contributions	216,738	53,396
Net assets released from restrictions	<u>(111,404)</u>	<u>(73,324)</u>
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	105,334	(19,928)
CHANGE IN NET ASSETS	1,415,851	1,474,531
NET ASSETS - beginning of year	<u>1,929,254</u>	<u>454,723</u>
NET ASSETS - end of year	<u>\$ 3,345,105</u>	<u>\$ 1,929,254</u>

The accompanying notes are an integral part of these statements.

# UPPER HUDSON PLANNED PARENTHOOD, INC.

## STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 1,415,851	\$ 1,474,531
Adjustments to reconcile change in net assets to net cash flow from operating activities:		
Depreciation	158,497	152,607
Loss on disposal of property and equipment	6,951	-
Net unrealized and realized loss (gain) on investments	24,577	(11,021)
(Recovery) provision for bad debts	(23,144)	112,689
Changes in:		
Accounts receivable	205,911	(146,359)
Grants receivable	(5,655)	(183,669)
Promises to give	(931,319)	(96,364)
Inventory	9,210	18,531
Prepaid expenses	26,332	(27,957)
Charitable gift annuity	2,352	(3,616)
Accounts payable and accrued expenses	(42,420)	(193,415)
Accrued compensation	45,507	(5,723)
Deferred rent obligations	(18,775)	25,001
Deferred revenue	(47,604)	90,604
Net cash flow from operating activities	<u>826,271</u>	<u>1,205,839</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchases of investments	(151,797)	(582,295)
Sales of investments	146,380	55,129
(Issuance) collection of note receivable	(100,000)	10,000
Purchases of property and equipment	(310,846)	(86,928)
Net cash flow from investing activities	<u>(416,263)</u>	<u>(604,094)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Proceeds from issuance of long term debt	-	56,040
Payments on long-term debt	(80,323)	(73,646)
Net cash flow from financing activities	<u>(80,323)</u>	<u>(17,606)</u>
CHANGE IN CASH	329,685	584,139
CASH - beginning of year	<u>838,390</u>	<u>254,251</u>
CASH - end of year	<u>\$ 1,168,075</u>	<u>\$ 838,390</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest during the year	<u>\$ 11,456</u>	<u>\$ 8,220</u>
Property and equipment included in accounts payable	<u>\$ 247,174</u>	<u>\$ -</u>

The accompanying notes are an integral part of these statements.



UPPER HUDSON PLANNED PARENTHOOD, INC.

STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2018

	Program Services						
	Clinic	Education	Public Policy & Advocacy	Program Total	Management & General	Fund Raising	Total 2018
Salaries and wages	\$ 1,899,557	\$ 321,058	\$ 67,543	\$ 2,288,158	\$ 677,379	\$ 177,310	\$ 3,142,847
Fringe benefits	336,471	68,247	12,986	417,704	92,767	28,895	539,366
Total compensation and benefits	2,236,028	389,305	80,529	2,705,862	770,146	206,205	3,682,213
Medical supplies	764,356	-	-	764,356	-	-	764,356
Purchased services	717,991	91,799	6,536	816,326	67,354	97,994	981,674
Occupancy	311,640	78,850	3,702	394,192	48,113	16,289	458,594
Other	50,062	20,150	7,922	78,134	55,684	63,900	197,718
Depreciation	123,527	12,007	1,123	136,657	16,068	5,772	158,497
Non medical supplies	125,350	23,289	4,701	153,340	8,351	27,847	189,538
Professional fees	15,176	467	60	15,703	44,566	210	60,479
Insurance	74,347	1,399	3,467	79,213	812	265	80,290
Utilities and communications	45,790	16,658	530	62,978	14,979	1,739	79,696
Dues	33,053	14,100	15,117	62,270	5,116	14,725	82,111
Travel	36,582	21,756	13,651	71,989	19,033	3,727	94,749
Interest	9,815	-	-	9,815	2,338	-	12,153
Total expenses	\$ 4,543,717	\$ 669,780	\$ 137,338	\$ 5,350,835	\$ 1,052,560	\$ 438,673	\$ 6,842,068

The accompanying notes are an integral part of this schedule.

## UPPER HUDSON PLANNED PARENTHOOD, INC.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2018 and 2017

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#### 1. THE ORGANIZATION

Upper Hudson Planned Parenthood, Inc. (the Organization) is a nonprofit organization primarily formed for the purpose of providing human reproductive health services in [REDACTED] centers within the [REDACTED] of New York. Founded in 1934, the Organization services more than 9,000 patients annually. The Organization also provides for community education and outreach services, a resource library, and a public affairs program. The Organization is a member of the Planned Parenthood Federation of America and is licensed by the New York State Department of Health as a Diagnostic and Treatment Center under Article 28 of the Public Health Law.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### **Basis of Accounting**

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

##### **Change in Accounting Principle**

August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, Presentation of Financial Statements of Not-for-Profit Entities, with the purpose of improving financial reporting by not-for-profit (NFP) entities. ASU 2016-14 changes the presentation and accounting for non-for-profit organization's financial statements including:

- Reducing the number of classes of net assets from three to two (net assets with donor restrictions and net assets without donor restrictions);
- Requiring the presentation of expenses in both natural and functional classifications;
- Eliminating the requirement to disclose the components of investment return as well as reporting investment return net of external and direct internal investment expenses;
- Requiring qualitative and quantitative disclosure regarding an entity's liquidity and availability of resources; and
- Accounting for underwater endowment funds.

##### **Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

##### **Cash**

Cash includes bank demand deposit accounts. The Organization's cash balances may at times exceed federally insured limits. The Organization has not experienced any losses in these accounts and believes it is not exposed to any significant risk with respect to cash.

## **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Patient Accounts and Grants Receivable**

Patient accounts and grants receivable primarily include uncollateralized obligations from individuals, Medicaid, various state and federal agencies, and other third party payors under credit terms that are customary for health care providers. Accounts receivable from Medicaid, insurance companies, and individuals are generally billed twice weekly and payment is generally due within 30-60 days. Grants and contracts are generally billed quarterly and are due within 30-60 days.

Accounts for which no payments have been received for several months are considered delinquent and customary collection efforts are begun. After all collection efforts are exhausted the account is written off through bad debt expense. The entire amount of bad debt expense for 2017 relates to patient accounts receivable. The carrying amount of accounts receivable is reduced by a valuation that reflects management's best estimate of amounts that will not be collected. Management estimates the portion, if any, of the balance that will not be collected based upon the Organization's past credit loss experience, an assessment of the payor's current creditworthiness, and applicable Medicaid billing regulations. Accounts receivable are stated net of an allowance for uncollectible accounts and contractual allowance of approximately \$326,000 and \$1,272,000 at December 31, 2018 and 2017, respectively.

### **Promises to Give and Contributions**

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Promises to give that are collectible over future periods are recorded at their estimated net present value. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. Management determined an allowance for uncollectable promises was not necessary at December 31, 2018 and 2017.

### **Inventory**

Inventories is stated at the lower of cost or net realized value, using a first-in, first-out method. Inventory was approximately \$77,500 and \$86,700 as of December 31, 2018 and 2017, respectively.

### **Investments**

All investments are stated at fair value. Fair value is determined using quoted market prices. All realized and unrealized gains and losses are reported directly in the accompanying statement of activities within investment income. Interest income is recognized on the accrual basis. Dividends are recorded on the ex-dividend date and purchases and sales of securities are recorded on a trade-date basis (the date the order to buy or sell is executed).

Investments are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Property and Equipment

Property and equipment are stated at cost or, in the case of gifts, at fair value less accumulated depreciation. All significant assets over \$1,000 with an estimated useful life in excess of one year are capitalized. Maintenance and repairs are charged to operations when incurred; betterments and renewals are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the specific assets. Estimated useful lives of assets are:

	<u>Years</u>
Leasehold improvements	5-31
Furnishings and equipment	3-20

### Impairment of Long-Lived Assets

The Organization assesses its long-lived assets for impairment when events or circumstances indicate their carrying amounts may not be recoverable. This is accomplished by comparing the expected undiscounted future cash flows of the long-lived assets with the respective carrying amount as of the date of assessment. If the expected undiscounted future cash flows exceed the respective carrying amount as of the date of assessment, the long-lived assets are considered not to be impaired. If the expected undiscounted future cash flows are less than the carrying value, an impairment loss is recognized and measured as the difference between the carrying value and the fair value of the long-lived assets. No impairment of long-lived assets was recognized in 2018 or 2017.

### Estimated Liabilities for Compensated Absences

Employees are granted vacation leave at varying amounts. In the event of termination or upon retirement, employees are entitled to payment for accumulated vacation leave, up to a maximum level allowed by the Organization's policy. Estimated vacation leave has been recognized in the financial statements based on the present rates of pay and are included in accrued compensation on the statement of financial position at December 31, 2018 and 2017.

### Deferred Rent Obligations

Deferred rent obligations pertain to the Albany office location. Rent expense is being recognized on a straight-line basis over the life of the lease. The difference between rent expense recognized and rental payments, as stipulated in the lease, is reflected as deferred rent in the accompanying statement of financial position.

### Deferred Revenue

The Organization recognizes advances from funding sources for services to be provided in the future as deferred revenue. These advances are recognized as revenue when services are rendered.

### Financial Reporting

In order to ensure observance of limitations and restrictions placed in the use of resources available to the Organization, reserves for various purposes are classified for accounting and reporting purposes into net asset categories that are in accordance with specific activities and objectives. In the accompanying financial statements, net asset categories that have similar characteristics have been combined into two asset categories: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are not restricted by donors or other outside agencies. The Board of Directors can authorize use of these assets, as it desires, to carry on the purpose of the Organization according to its by-laws.

Net assets with donor restrictions are subject to donor-imposed stipulations that may or will be met either by actions of the Organization and/or the passage of time.

## **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Revenue Recognition**

Revenue from government agencies is recognized when expenses are incurred under approved contracts. These contracts are primarily budget-based and revenue is determined by allowable expenditures in contract periods.

The Organization also renders services under agreements with other third-party payors and is reimbursed under provisions of the approved contracts. Amounts received from third-party payors are less than the Organization's established billing rates with the difference accounted for as a contractual adjustment. The ultimate settlement with third party payors may result in the Organization recording either additional revenue or expense attributable to its service provision. Final determination of the revenue earned by the Organization is subject to audit by third-party payors. Any changes resulting from these audits are recognized in the year they become estimable.

### **Contributed Services**

Contributed services are reported as revenue and expenses at fair value if such services create or enhance nonfinancial assets, or require special skills, are provided by individuals possessing special skills and would typically need to be purchased by the Organization if they had not been donated.

### **Fair Value Measurements**

The Organization uses various valuation techniques in determining fair value and classifies them into a three-level hierarchy based on the nature of the inputs. Level 1 valuations are based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Level 2 valuations are based on inputs, other than quoted prices included within Level 1 that are observable either directly or indirectly. Level 3 valuations are based on inputs that are unobservable and significant to the overall fair value measurement. The Organization's investments in corporate stock, exchange traded products, and charitable gift annuities are valued utilizing Level 1 inputs. The Organization's investments in bonds are valued utilizing Level 2 inputs.

### **Performance Indicator**

The statement of activities includes a performance indicator, which is defined as the gain (loss) from operations. Transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses in arriving at the surplus or deficit from operations. Peripheral, non-recurring or incidental transactions are reported as non-operating revenue (expense).

### **Allocation of Certain Expenses**

The financial statements report certain categories of expenses that are attributable to one or more program or supporting functions. The allocation methodology for salaries expense is dependent upon the position type. Positions that require working across multiple programs are allocated either based on time studies or FTEs. All other salaries are directly charged based on the position. Fringe benefits are allocated based on FTEs. Occupancy costs are allocated based on square footage. All other expenses are directly charged.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization has also been classified by the Internal Revenue Service (IRS) as an entity that is not a private foundation.

## 3. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

At December 31, 2018, the Organization's financial assets available within one year to meet cash needs for general expenditures are as follows:

Cash and cash equivalents	\$	1,168,075
Investments		532,742
Accounts receivable, net		358,141
Note receivable		100,000
Grants receivable		524,467
Promises to give, current portion		<u>481,017</u>
Financial assets, at year-end		3,164,442
Less those unavailable for general expenditures within one year, due to:		
Restricted by donor with purpose or time restriction		<u>(233,985)</u>
Total financial assets available for general expenditure within one year	\$	<u>2,930,457</u>

The Organization is substantially supported from revenue generated by its operations. As part of its liquidity management, the Organization structures its financial assets to be available as its general expenditures, liabilities, and other obligations become due. The Organization has a \$300,000 line of credit available as needed (see Note 11) and also has the ability to borrow from its investment account in the event of an unanticipated liquidity need.

#### 4. ACCOUNTS RECEIVABLE

At December 31, accounts receivable consisted of the following:

	<u>2018</u>	<u>2017</u>
Patient accounts receivable	\$ 571,556	\$ 1,493,833
CDPHP risk withhold	92,897	91,059
Management shared services	19,153	46,037
DSRIP	338	80,452
PPFA grant	-	89,286
Other miscellaneous receivables	<u>-</u>	<u>12,435</u>
	683,944	1,813,102
Less: allowance for doubtful accounts and contractual allowance	<u>(325,803)</u>	<u>(1,272,194)</u>
	<u>\$ 358,141</u>	<u>\$ 540,908</u>

#### 5. PROMISES TO GIVE

At December 31, unconditional promises to give are presented as follows:

	<u>2018</u>	<u>2017</u>
Promises to give	\$ 1,292,623	\$ 245,700
Less: Discount to present value (3.65%)	<u>(127,327)</u>	<u>(11,723)</u>
	<u>\$ 1,165,296</u>	<u>\$ 233,977</u>

Promises to give at December 31, 2018 are expected to be received as follows:

Within one year	\$ 481,017
Within two or more years	<u>811,606</u>
	<u>\$ 1,292,623</u>

## 6. INVENTORY

Inventory consisted of the following at December 31:

	<u>2018</u>	<u>2017</u>
Contraceptives	\$ 48,771	\$ 52,669
Medications	27,663	32,789
Medical supplies	<u>1,062</u>	<u>1,248</u>
	<u>\$ 77,496</u>	<u>\$ 86,706</u>

## 7. INVESTMENTS

Investments, except for cash and certificates of deposit, are carried at fair value as determined by quoted market prices. Investments consisted of the following at December 31:

	<u>2018</u>	<u>2017</u>
Bonds	\$ 208,371	\$ 150,524
Corporate stock	171,045	224,575
Cash	60,441	30,734
Equity exchange traded products	92,885	103,856
Certificates of deposit	<u>-</u>	<u>42,213</u>
	<u>\$ 532,742</u>	<u>\$ 551,902</u>

## 8. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31:

	<u>2018</u>	<u>2017</u>
Furnishings and equipment	\$ 989,128	\$ 963,037
Leasehold improvements	1,140,611	1,140,611
Construction in progress	<u>570,606</u>	<u>57,031</u>
	2,700,345	2,160,679
Less: Accumulated depreciation	<u>(1,039,699)</u>	<u>(892,605)</u>
	<u>\$ 1,660,646</u>	<u>\$ 1,268,074</u>

Depreciation expense for the years ended December 31, 2018 and 2017 was \$158,497 and \$152,607, respectively.



## 9. NOTE RECEIVABLE

The Organization held a \$10,000 note receivable from 416 Holdings, Inc. Interest is received quarterly at a rate of 4%. The principal was received in full on June 24, 2017. Proceeds from the note went to initial business operations of a group purchasing organization to affiliates of Planned Parenthood Federation of America, Inc. to ensure a long-term supply of oral contraceptives will be available to affiliates at predictable prices.

During 2018, the Organization loaned \$100,000 to an unrelated entity, bearing interest at an annual rate of 1.5%. The note may be repaid at any time, but is expected to be collected no later than October 31, 2021. As of December 31, 2018, Management has determined that an allowance is not necessary.

## 10. CHARITABLE GIFT ANNUITIES

Three donors have established trusts through Planned Parenthood Federation of America, Inc. Under the terms of the gift annuity agreement, Upper Hudson Planned Parenthood, Inc. is a named beneficiary. This interest has been recorded at its estimated net present value based on the Organization's estimated date of receipt of the funds. The net present value of the interest for the years ended December 31, 2018 and 2017 was \$24,751 and \$27,103, respectively.

## 11. LINE-OF-CREDIT

The Organization maintains a \$223,880 line-of-credit with Community Loan Fund. The line bears interest at 6% on outstanding balances only and is secured by all assets of the Organization, expires October 1, 2019. There was no balance outstanding as of December 31, 2018 and 2017.

## 12. LONG-TERM DEBT

Long-term debt consisted of the following at December 31:

	<u>2018</u>	<u>2017</u>
Note payable to GSG Capital LLC, due in monthly payments of \$2,906 are required through July 2021, which includes interest of 5.3%.	\$ 80,252	\$ 106,729
Note payable to Ford Motor Credit Company, due in monthly principal only installments of \$413, due February 2020. The Organization disposed this vehicle during 2018, which resulted in a loss of \$6,951.	-	10,728
Loan payable to a bank. Effective November 1, 2014, a line of credit was converted to a principal only term loan with a 25-year maturity. Principal payments only in the amount of \$2,100 are payable monthly through October 2039.	525,000	550,199

## 12. LONG-TERM DEBT (Continued)

	<u>2018</u>	<u>2017</u>
Note payable to Community Loan Fund, due in monthly payments of \$1,616 including interest of 5%, due June 2022. The note payable is secured by assets of the Organization. As of December 31, 2018 and 2017, a loan covenant to submit financial statements within 120 days of year end was not met, and as such waivers were obtained.	30,363	47,705
Note payable to ADP. Interest rate is fixed at 7.5%. Monthly payments of \$52 are required through December 2018, which is the date the loan was paid in full.	<u>-</u>	<u>577</u>
	<u>\$ 635,615</u>	<u>\$ 715,938</u>

Long-term debt maturities are as follows at December 31, 2018:

2019	\$ 72,366
2020	68,898
2021	44,951
2022	25,200
2023	25,200
Thereafter	<u>399,000</u>
	<u>\$ 635,615</u>

Total interest expense on long-term debt for the years ended December 31, 2018 and 2017 was approximately \$10,500 and \$8,200, respectively.

### 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes at December 31:

	<u>2018</u>	<u>2017</u>
Health Center service expansion	\$ 96,290	\$ 21,200
Emergency contraception	43,064	22,344
Charitable remainder annuity trust	37,178	37,178
Charitable gift annuity	24,751	27,103
Planned Parenthood Federation of America	15,800	-
Staff day	5,969	2,502
Teen center	5,233	5,357
Text appointment	3,700	7,488
Michaelson Family Fund	2,000	-
Pink Out	-	2,348
Troy Health Center	-	1,500
Atlantic Philanthropic	-	1,000
Education Program	-	631
	<u>\$ 233,985</u>	<u>\$ 128,651</u>

### 14. PENSION PLAN

The Organization provides retirement benefits in the form of a 403(b) pension plan with a discretionary employer contribution. The Plan covers all employees who have completed one year of service, work at least 1,000 hours, and are at least age 21. The Organization's contribution is a percentage of the employees' bi-weekly pay. Costs are funded as accrued. Total contribution expense for 2018 and 2017 was \$40,264 and \$35,287, respectively.

### 15. FAIR VALUE MEASUREMENTS

The following are measured at fair value on a recurring basis at December 31:

	<u>Level 1</u> <u>Inputs</u>	<u>Level 2</u> <u>Inputs</u>	<u>Level 3</u> <u>Inputs</u>	<u>Total</u>
<u>December 31, 2018</u>				
Investments:				
Bonds	\$ -	\$ 208,371	\$ -	\$ 208,371
Corporate stock	171,045	-	-	171,045
Equity exchange traded products	92,885	-	-	92,885
Charitable gift annuity	<u>24,751</u>	<u>-</u>	<u>-</u>	<u>24,751</u>
	<u>\$ 288,681</u>	<u>\$ 208,371</u>	<u>\$ -</u>	<u>\$ 497,052</u>

## 15. FAIR VALUE MEASUREMENTS (Continued)

	Level 1 <u>Inputs</u>	Level 2 <u>Inputs</u>	Level 3 <u>Inputs</u>	<u>Total</u>
<u>December 31, 2017</u>				
Investments:				
Corporate stock	\$ 224,575	\$ -	\$ -	\$ 224,575
Bonds	-	150,524	-	150,524
Equity exchange traded products	103,856	-	-	103,856
Charitable gift annuity	<u>27,103</u>	<u>-</u>	<u>-</u>	<u>27,103</u>
	<u>\$ 355,534</u>	<u>\$ 150,524</u>	<u>\$ -</u>	<u>\$ 506,058</u>

## 16. COMMITMENTS AND CONTINGENCIES

### PPFA Affiliation Fee

The Organization is an affiliate of Planned Parenthood Federation of America (PPFA). In accordance with its affiliation agreement, the Organization is required to pay quarterly assessments (dues) to PPFA. These assessments are calculated using a formula based on the Organization's operating expenses. The PPFA Board of Directors approved a one-time waiver for all affiliates' assessments for fiscal year 2017 through June 2019.

The Organization also pays dues to the Planned Parenthood Empire State Acts (PPESA). Dues paid to PPESA for 2018 and 2017 were \$57,542 and \$43,157, respectively.

### Professional Liability Insurance

The Organization purchases professional and general liability insurance to cover medical malpractice claims (on a claims-made basis) and other claims that could arise in the course of operations. Management believes that there are no known claims or incidents that would result in the assertion of claims, as well as claims from unknown incidents that may be asserted arising from services provided to patients.

### Significant Concentration

Approximately 74% and 79% of the Organization's support and revenue was derived under local, New York State, and federal grants, contracts, and Medicaid programs during the years ended December 31, 2018 and 2017, respectively.

### Operating Leases and Other Contracts

The Organization has several leases for facilities. These leases require payments ranging from \$2,315 to \$33,153 per month and expire at various dates from May 31, 2018 through March 31, 2038. Total rent expense for 2018 and 2017 was \$458,592 and \$383,572, respectively.

**16. COMMITMENTS AND CONTINGENCIES (Continued)**

**Operating Leases and Other Contracts (Continued)**

Future minimum lease payments are as follows for the years ended December 31:

2019	429,479
2020	403,820
2021	351,714
2022	389,382
2023	420,443
Thereafter	<u>4,406,782</u>
	<u>\$ 6,401,619</u>

**Government Funding**

Funding received from various federal, state, and local governmental agencies require fulfillment of certain conditions as set forth in the grant document or contract. Funding may be subject to audit by the funding sources. In the event that a subsequent audit or evaluation determines that an adjustment is required, the amount will be recognized in the period that amounts can be reasonably estimated.

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. Due to the nature and complexity of these matters, it is difficult to determine definitively the extent of any liabilities the Organization may have to Federal and state payers.

**17. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through May 30, 2019, which is the date the financial statements were available to be issued.





STATE OF NEW YORK  
DEPARTMENT OF HEALTH

433 River Street, Suite 303

Troy, New York 12180-2299

Antonia C. Novello, M.D., M.P.H.  
*Commissioner*

Dennis P. Whalen  
*Executive Deputy Commissioner*

December 10, 1999

[REDACTED]  
Executive Director  
Upper Hudson Planned Parenthood  
[REDACTED]

Re: 992431 - C  
UPPER HUDSON PLANNED  
PARENTHOOD  
(RENSSELAER COUNTY)  
RELOCATE EXTENSION CLINIC  
FROM [REDACTED]  
[REDACTED]

Dear [REDACTED]

The submitted material has been reviewed and found acceptable for the purpose of meeting the following contingencies:

- #1. Submit an architect's/engineer's certification of code conformance.

This contingency is hereby deemed met. All contingencies on this project have been satisfied effective this date. Contact the Northeast Area Office of the Office of Health Systems Management to complete project requirements in order to assure reimbursement and/or the issuance of a revised operating certificate.

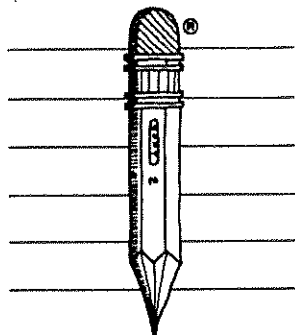
Please be reminded that your assigned project completion date is October 20, 2001. Please contact the Bureau of Project Management, at (518) 402-0911, if you have any questions regarding this letter.

Sincerely,

- Charles F. Murphy, Jr.  
Director  
Division of Health Facility Planning

cc: Mr. Benjamin  
Ms. Nelson  
Mr. Dougherty  
Mr. Heigel  
Mr. Jung  
Mr. Domanski  
Ms. Michalski  
File # 913431





**ARCHITECTURE+**

**Principals**

Francis Murdock Pitts, AIA  
Joseph J. Lomonaco, AIA PE  
J. Michael Bergen, AIA

**Associates**

Nancy L. Purcell  
Anthony H. Garner, AIA  
Valerie J. Bok, AIA

**RECEIVED**

**OCT 27 1999**

BUREAU OF  
PROJECT MANAGEMENT

DIVISION OF HEALTH FACILITY PLANNING  
RECEIVED

**OCT 25 1999**

October 22, 1999

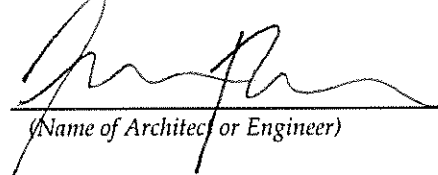
NYS Department of Health/Office of Health Systems Management  
Division of Health Facility Planning  
Bureau of Architectural and Engineering Facility Planning  
433 River Street - Suite 303  
Troy, New York 12180-2299

Re: Name: Upper Hudson Planned Parenthood (File PPH^B1A)  
992431-C  
Location: Rensselaer County  
Description: Relocate Extension Clinic

Gentlemen:

This is to certify that under the terms of my contract for the above-named facility to provide services to design, prepare work drawings and specifications, and during construction to make periodic visits to the site and to perform such other required services to familiarize myself with the general process, quality and conformance of the work, I certify that this project will be designed and constructed in substantial compliance with the provisions of the construction sections of the State Hospital Code, the NFPA-101 Life Safety Code, local codes and ANSI 1-117.1 --1986, which are in effect at the time this application is being submitted.

I also certify that I have read and understood the conditions of Section 710.1 of 10 NYCRR.

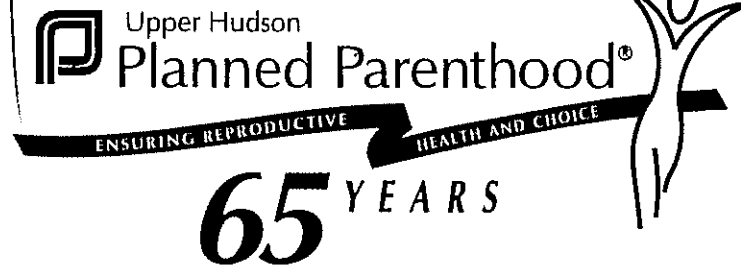
  
(Name of Architect or Engineer)

Francis M. Pitts, AIA  
NYS RA #015475

ARCHITECTURE +  
297 River Street  
Troy, New York 12180

cc: 

10/22/99  
(Date)



[REDACTED]  
Executive Director

March 21, 2000

Mr. Bruce Fage  
Northeastern Area Office of Health  
Systems Management  
Frear Building, 2<sup>nd</sup> Floor  
2 Third Street  
Troy, New York 12180-3298

Re: 992431 - C  
Upper Hudson Planned Parenthood, Inc.  
(Rensselaer County)  
Relocate Extension Clinic from  
[REDACTED]

Dear Mr. Fage:

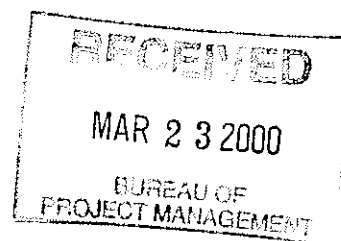
Please be advised that the above named project has been completed. Upper Hudson Planned Parenthood is formally requesting an on-site survey by the area office at your earliest convenience.

Please contact me at [REDACTED] so that we can make all necessary arrangements.

Sincerely,  
[REDACTED]

Executive Director

[REDACTED]  
cc: Bureau of Project Management  
433 River Street, Suite 303  
Troy, NY 12180-2299



Central Office [REDACTED]

Branch Offices:  
[REDACTED]

6914



# STATE OF NEW YORK DEPARTMENT OF HEALTH

433 River Street, Suite 303

Troy, New York 12180-2299

Antonia C. Novello, M.D., M.P.H.  
Commissioner

October 20, 1999

De  
E

Ms. [REDACTED]  
Executive Director  
Upper Hudson Planned Parenthood, Inc.  
[REDACTED]

Re: 992431 - C  
UPPER HUDSON PLANNED  
PARENTHOOD, INC.  
(RENSSELAER COUNTY)  
RELOCATE EXTENSION CLINIC FROM  
[REDACTED]  
(\$16,000)

Dear [REDACTED]

The Office of Health Systems Management has reviewed your application in accordance with 10 NYCRR 710.1. We are pleased to inform you that your project has been approved administratively with the following understandings:

- A formal request to commence construction must be submitted to the Bureau of Architectural and Engineering Facility Planning, 433 River Street, Suite 303, Troy, New York 12180-2299.
- Final drawings must be submitted for review and approval prior to the commencement of construction. Drawings must be signed and sealed by a professional licensed to practice architecture or engineering in the State of New York.

In addition, there is the following contingency:

1. Submission of a letter from an architect/engineer licensed to practice in New York State certifying that the project complies with 10 NYCRR 711.1, 2 and 3. Pursuant to 10 NYCRR 710.1(c)(3)(iii)(b), should violations subsequently be noted upon review of documents or found at the time of on-site inspections or surveys, such violations shall be corrected without additional costs allowed for reimbursement beyond costs previously approved. (A sample of an acceptable letter of certification is enclosed.) (AER)

Three copies of information which is responsive to this contingency should be sent to the Bureau of Project Management, 433 River Street, Suite 303, Troy, New York 12180-2299, within 60 days of the date of this letter. If the requested information is not submitted within the time frame(s) set forth, the project will be deemed abandoned pursuant to 10 NYCRR 710.10(c)(1).

You must receive notification from the Department that plans, specifications or reports required by the Bureau of Architectural and Engineering Facility Planning are acceptable, and that any contingencies noted above have been satisfied before construction may commence.

Please note that this project has been approved at a capital cost of \$16,000. Any increase in the capital cost requires the prior approval of the Commissioner before construction or the purchase of equipment.

If any project scope other than that which is described in your application is desired, submission of a new or amended application will be necessary for our review and approval.

When your project is complete, please send written notification to:

Mr. Bruce Fage  
Northeastern Area Office of Health  
Systems Management  
Frear Building, 2nd Floor  
2 Third Street  
Troy, New York 12180-3298

so that an on-site visit can take place in order to verify that the project has been completed in accordance with all applicable regulations and conditions. A copy of this written notification should be sent to the Bureau of Project Management at 433 River Street, Suite 303, Troy, New York 12180-2299. Please be informed that this project must be completed within two (2) years of the date of this approval letter or it will be deemed abandoned pursuant to 10 NYCRR 710.10.

Upon completion of the on-site survey by the Area Office, a revised operating certificate will be transmitted to your facility.

Please contact the Bureau of Project Management at (518) 402-0911 if you have any questions regarding this letter.

Sincerely,



Charles F. Murphy, Jr.  
Director  
Division of Health Facility Planning

Enclosure

cc: Mr. Fage  
Mr. Domanski



STATE OF NEW YORK  
DEPARTMENT OF HEALTH

433 River Street, Suite 303

Troy, New York 12180-2299

Antonia C. Novello, M.D., M.P.H.  
*Commissioner*

Dennis P. Whalen  
*Executive Deputy Commissioner*

September 24, 1999

[REDACTED]  
Executive Director  
Upper Hudson Planned Parenthood  
[REDACTED]

Re: 992431 - C  
UPPER HUDSON PLANNED  
PARENTHOOD INC  
(RENSSELAER COUNTY)  
RELOCATE EXTENSION CLINIC  
FROM [REDACTED]  
[REDACTED]

Dear [REDACTED]

The above referenced CON application, for which you have been designated the contact person, has been distributed to all reviewing units and, if operating, your local health systems agency for processing in accordance with 10 NYCRR 710. Please refer to the enclosed Important Notice for further information with respect to this process.

The mandatory review of your project for the criteria of public need, financial feasibility, and character and competence as required by the Public Health Law may determine that the proposal is unapprovable. Therefore, prior to entering into any contractual commitments or commencing construction, the final determination of the Director of the OHSM, or Public Health Council if establishment is involved, must be obtained.

Sincerely,

Dominick F. Testo  
Director  
Information and Technology Services Group

POTENTIAL NON-SUB

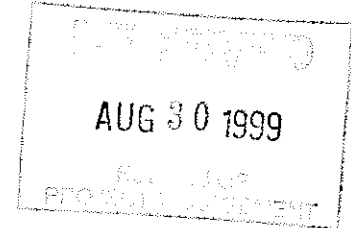


9 copies rec'd  
CL 7610

August 24, 1999

[Redacted]  
Executive Director

Project Management Unit  
New York State Department of Health  
433 River Street, Suite 303  
Hedley Building  
Troy, NY 12180-2299



To Whom It May Concern:

Enclosed please find nine copies of Upper Hudson Planned Parenthood's Certificate of Need Application for Administrative Review of the relocation of its Troy Center. No new services, staff or equipment are planned.

A copy of the Architectural Submission is being sent under separate cover to the Bureau of Architectural And Engineering Review.

Please contact me [Redacted] or [Redacted] Director of Administration and Finance [Redacted] if there are any questions or problems with this material.

Sincerely,

[Redacted Signature]  
Executive Director

/er

Enclosures

Central Office [Redacted]

Branch Offices:

[Redacted]  
4486

# administrative review

## Certificate of Need Application

General Information

Page 1 of 1

AUG 30 1999

PROCESSED

### General Information

007610

#### I Facility Identification

992431

Operating Certificate No. 0101204R	Facility Name Upper Hudson Planned Parenthood	PFI No. 2799
Facility Address [REDACTED]	Name and Title of Contact Person [REDACTED] Executive Director	
City [REDACTED]	County [REDACTED]	Zip [REDACTED]
Street and Number UHPP [REDACTED]		City [REDACTED]
State [REDACTED]		Zip [REDACTED]
Telephone Number [REDACTED]		Name of Administrator [REDACTED]
Address of the site/location of the proposed activity [REDACTED]		

#### II Project Outline

Facility Type (1)	Code (2)	Proposed Solution/Action (3)	Code (4)	Functional Areas/Services/Bed Types Affected (5)
N	V	K	401	[REDACTED]
N	V	K	471	Family Planning O/P
N	V	K	472	Health Education O/P
N	V	K	419	Primary Medical Care
N	V	K	404	Cancer Detection
N	V	K	415	Outpatient Surgery

#### III Board Resolution and Authorizing Signature

(Continued on  
Attachment #1)

Board Resolution for Corporate Applicants.... Attached ( ) Not Required (x)

Authorizing Signature: The undersigned hereby certifies under penalty of perjury I am duly authorized to subscribe and submit this application and that the information contained herein and attached hereto except that relating to Schedule 3. Environmental Assessment, Schedule 10. Space Construction Cost Distribution and Schedule 16. Assurances (which must be individually certified, is accurate, true and complete in all material respects. I further acknowledge that the application will be processed pursuant to the provisions of Article 28 of the Public Health Law and the pertinent regulations adopted pursuant thereto including, but not limited to Part 709 and 710 of Title 10(Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

8/23/99

Date

Signature

Type Name

Title

Executive Director

# administrative review

## Certificate of Need Application

**Attachments**

Page # 1

Schedule #   : Attachment # 1 Title: General Information

### II PROJECT OUTLINE

Facility Type (1)	Code (2)	Proposed Solution/ Activity (4)	Code (4)	Functional Areas/Services/Bed Types Affected (5)
N	V	K	429	Venereal Disease
N	V	K	418	Prenatal



# administrative review

Certificate of Need Application

**Schedule 1**

## Checklist of Schedules

Schedule No.	Schedule Name	Submitted	Not Required
1	Checklist of Schedules	X	
2	Project Narrative	X	
3	Environmental Assessment	X	
4	Total Project Cost	X	
5	Proposed Plan for Project Financing	X	
6	Annual Operating Costs	X	
7	Annual Operating Revenues	X	
8	Inpatient and Outpatient Services Utilization	X	
9	Utilization / Discharge & Patient Days		X
10	Space and Construction Cost Distribution	X	
11	Architectural Submission or Letter of Certification	X	
12	Moveable Equipment	X	
13	Certified Services	X	
14	Bed Components		X
15	Staffing	X	
16	Assurances	X	

# administrative review

## Certificate of Need Application

### Schedule 2

## Project Narrative

### PROPOSED PLAN AND LOCATION

Upper Hudson Planned Parenthood is filing an application for Administrative Review of a Certificate of Need to relocate its extension clinic that is currently located at [REDACTED]

[REDACTED] The application is for a relocation only. No new services, staff or equipment are proposed.

UHPP has rented space in the [REDACTED] for the past 23 years. The space and the building itself are no longer adequate to meet our needs and the current landlord has proposed an unacceptably high rent with no improvements. UHPP plans to move into leased space in the [REDACTED] which is across [REDACTED] from the [REDACTED]. The cost of construction will be included in the lease.

### PATIENT POPULATION

In 1998, the Troy Center of Upper Hudson Planned Parenthood saw 2059 patients and a total of 5173 visits. Of those visits, 3705 were family planning visits, including annual and initial exams, PAP tests, and HIV tests and counseling. Another 1419 visits were [REDACTED] related. (The remaining 49 visits were for a variety of reasons). Patients 17 years and under accounted for 9.5% of total patients; those 18-29 years accounted for 67%; and those 30 years and older, 23.5%. Eighty-three percent were Caucasian, 14% were African American and 3% were other. Thirty-one percent had private insurance, 13% had Medicaid, 9% had Medicaid managed care and 4.7% were self pay.

### ALTERNATIVES CONSIDERED

After renting the space in the same building for 23 years, UHPP has experienced a number of changes in landlords and significant changes in responsiveness to tenant needs and concerns. The current landlord has been unresponsive to UHPP's repeated concerns regarding maintenance and the building itself has lost a number of tenants. In deciding to relocate, UHPP considered both purchase and rental. It was decided that we needed to be in downtown Troy, on a bus route, in order to best serve our patients. Very few properties met our criteria and, of those we considered, the Hendrick Hudson offered the best opportunity. It is no more than a move across the street. The building is beautifully restored, well-maintained and nearly 100% occupied. The first year's rent will be \$12 per square foot for 4000 square feet and all utilities will be included. The present situation costs \$9.70 per square foot (3000 square feet) plus utilities (\$3.78 per sq. ft.). After the first year, the rent will drop to \$9.82 per square foot, plus utilities and common area maintenance. We believe that we will have more and better space at a very competitive cost.

### **CHANGES IN TECHNOLOGY**

As part of the construction, the entire space will be appropriately wired to accommodate further computerization as new technology becomes affordable and available to UHPP.

### **ENERGY CONSERVATION**

No specific energy conservation measures are planned for this relocation.

### **HOSPITAL AFFILIATION**

Upper Hudson Planned Parenthood is affiliated with Samaritan Hospital of Northeast Health, where our medical Director, [REDACTED] has admitting privileges, as do our back-up physicians. Additionally, UHPP is affiliated with Albany Medical Center, where [REDACTED] is on the faculty and has admitting privileges.

# administrative review

## Certificate of Need Application

### Schedule 3

## Environmental Assessment

<b>Part I</b> 1. If this application involves construction will it: (a) change land use or density? <u>No</u> (b) have permanent effect on the environment if temporary land use is involved? <u>No</u> (c) require work related to the disposition of asbestos? <u>No</u>	10. Will the project have any adverse impact on public health or safety? <u>Y/N</u> 11. Will the project affect the existing community by directly causing growth in a permanent population of more than 5% over a one year period or have a major negative effect on the character of the community or neighborhood? <u>Y/N</u>
<p>If the answer to the above is yes, then Parts II and III must be completed. All applicants must complete the signature block.</p> <b>Part II</b> (A) If any question in Part II is answered YES, the project may be significant and more information will be necessary. (B) If all questions in Part II are answered NO, it is likely that the project is not significant. 1. Does the project meet or exceed any of the thresholds listed below or if the project involves expansion of the facility by more than 50% of the thresholds listed below, does the proposed expansion plus the existing facility meet or exceed any of the thresholds listed below? Check the appropriate boxes below. (a) the physical alteration of 10 acres or more? <u>Y/N</u> (b) use ground/surface water or discharge waste water to ground/surface waters in excess of 2,000,000 gal/day? <u>Y/N</u> (c) parking for 1,000 vehicles or more? <u>Y/N</u> (d) in a city, town, or village of 150,000 population or less, will the project entail more than 100,000 square feet of gross floor area? <u>Y/N</u> (e) in a city, town, or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area? <u>Y/N</u>	12. Is the project wholly or partially within or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure or site, or pre-historic site, that has been proposed by the committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register? 13. Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the commissioner of Parks, Recreation and Historic Preservation? <u>Y/N</u> 14. Is the project within the Coastal Zone as defined in Executive Law, Article 42? <u>Y/N</u> <b>Part III</b> 1. List all other state or local agencies involved in approval of project: 2. Has any other agency made an environmental review of the project? If so, give name _____ 3. Is there public controversy concerning environmental aspects of the project? If yes, attach description. Attachment # _____
2. In a locality without any zoning regulation to height, will the project contain any structure exceeding 100 feet above the original ground area? <u>Y/N</u> 3. Is the project wholly or partially within an agricultural district certified pursuant to Agricultural and Markets Law, Article 25, Section 303? <u>Y/N</u> Will the project: 4. significantly affect drainage flow on adjacent sites? <u>Y/N</u> 5. affect any threatened or endangered plant or animal species? <u>Y/N</u> 6. result in a major adverse effect on air quality? <u>Y/N</u> 7. have a major effect on visual character of the community or scenic views or vistas known to be important to the community? <u>Y/N</u> 8. result in major traffic problems or have a major effect on existing transportation systems? <u>Y/N</u> 9. regularly cause objectionable odors, noise, glare, vibration or electrical disturbances as a result of the projects operation? <u>Y/N</u>	<b>Preparer's</b> <b>Signature:</b> _____ <b>Print name:</b> _____ <b>Title:</b> <u>Executive Director</u> <b>Date:</b> <u>8/23/99</u> <b>Representing:</b> <u>Upper Hudson Planned Parenthood</u>

# administrative review

Certificate of Need Application

**Schedule 4**

## Total Project Cost

Item	Cost as of Filing Date of Application	Escalation to Midpoint of Construction. Escalation is Projected at ____ % per year	Estimated Project Costs
1.1 Land Acquisition			
1.2 Building Acquisition			
2.1 New Construction			
2.2 Renovation & Demolition			
2.3 Site Development			
2.4 Temporary Power			
3.1 Design Contingency			
3.2 Construction Contingency			
4.1 Fixed Equipment (NIC)			
4.2 Planning Consult Fees			
4.3 Arch/Engineering/Design Fees	9,600		9,600
4.4 Construction Manager Fees			
4.5 Other Fees (Consultant, etc.) (Legal)	2,452		5,000
4.6 CON Fee	\$1,000	\$1,000	\$1,000
Subtotal (1.1 thru 4.5)			
5.1 Moveable Equipment			
6 Total Basic Cost of Construction (1.1 thru 5.1)	\$13,052		\$15,600
7.1 Financing Costs (points etc).			
7.2 Interim Interest Expense (Total Interest on Construction Loan: ____ @ ____ % for ____ mos)			
8 Estimated Total Project Cost (total 6 thru 7.2)	\$13,052		\$15,600

Construction Start Date 9/1/99

Midpoint of Construction Date 10/20/99

Construction Completion Date 11/30/99

Est # of Mos to Complete Construction 3 months

# administrative review

Certificate of Need Application

**Schedule 5**

## Proposed Plan for Project Financing

<b>A. Lease</b>  A complete copy of each proposed lease must be submitted.  Attachment # _____ *construction costs included in lease and amortized over term	<table><thead><tr><th>Item</th><th>Net Price as if Purchased</th></tr></thead><tbody><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr><tr><td>_____</td><td>\$ _____</td></tr></tbody></table>	Item	Net Price as if Purchased	_____	\$ _____	_____	\$ _____	_____	\$ _____		
Item	Net Price as if Purchased										
_____	\$ _____										
_____	\$ _____										
_____	\$ _____										
<b>B. Cash</b>  Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date.  Attachment # _____	<table><tbody><tr><td>Accumulated Funds</td><td>\$ _____</td></tr><tr><td>Sale of Existing Assets *</td><td>\$ _____</td></tr><tr><td>Other (gifts, grants**, etc)</td><td>\$ _____</td></tr><tr><td><b>TOTAL CASH</b></td><td><b>\$ _____</b></td></tr></tbody></table> <p>*Attach a full and complete description of the assets to be sold. Attachment # _____.</p> <p>**If grants, attach a description of the source of financial support. Attachment # _____.</p>	Accumulated Funds	\$ _____	Sale of Existing Assets *	\$ _____	Other (gifts, grants**, etc)	\$ _____	<b>TOTAL CASH</b>	<b>\$ _____</b>		
Accumulated Funds	\$ _____										
Sale of Existing Assets *	\$ _____										
Other (gifts, grants**, etc)	\$ _____										
<b>TOTAL CASH</b>	<b>\$ _____</b>										
<b>C. Debt Financing</b>  Attach a copy of the proposed letter of interest from the intended source of permanent financing. This letter must include the estimate of the principal, term, interest rate and payout period presently being considered.  Attachment # _____	<table><tbody><tr><td>Principal</td><td>\$ _____</td></tr><tr><td>Interest rate</td><td>_____ %</td></tr><tr><td>Term</td><td>_____ Yrs</td></tr><tr><td>Payout Period</td><td>_____ Yrs</td></tr><tr><td>Type Financing</td><td>_____</td></tr></tbody></table>	Principal	\$ _____	Interest rate	_____ %	Term	_____ Yrs	Payout Period	_____ Yrs	Type Financing	_____
Principal	\$ _____										
Interest rate	_____ %										
Term	_____ Yrs										
Payout Period	_____ Yrs										
Type Financing	_____										

To be considered for review, all applications must include a complete copy of the financing proposal.

# administrative review

Certificate of Need Application

## Schedule 6

### Annual Operating Costs

Categories	First Full Year Annual Incremental Cost Impact
	From <u>12/99</u> to <u>11/2000</u>
1. Salaries & Wages	\$ 304,828
2. Employee Benefits	11,210
3. Professional Fees	76,911
4. Medical & Surgical Supplies	47,313
5. Non-medical & Non-surgical Supplies	4,657
6. Utilities	
7. Purchased Services	8,862
8. Other Direct Expenses -	71,260
9. Subtotal (total 1 thru 8)	525,046
10 Interest	2,241
11. Depreciation & Rent	52,680
12. Total Incremental Operating Costs	\$579,967

# administrative review

Certificate of Need Application

## Schedule 7

### Annual Operating Revenues

Categories	First Full Year Annual Incremental Cost Impact
	From <u>12/99</u> to <u>11/2000</u>
1. Daily Hospital Services	\$
2. Ambulatory Services	
3. Ancillary Services	573,754
4. Total Gross Patient Care Services Rendered	
5. Deductions from Revenue	26,012
6. Net Patient Care Services Revenue	547,742
7. Other Operating Revenue	239,883
8. Total Operating Revenue	787,625
9. Non-Operating Revenue	
10. Total Incremental Project Revenue	787,625



# administrative review

Certificate of Need Application

**Schedule 8**

## Inpatient and Outpatient Services Utilization

Service Classification (1)	Utilization Measure (2)	Current Year 1/98 to 12/98 (3)	First Full Year After Project Implementation (4)	Percent Outpatient (5)
401 [REDACTED] O/P	Procedures	577	577	100%
404 Cancer Detection	Cases	44	44	100%
471 Family Planning O/P	Visits	3705	3705	100%
472 Health Education O/P	Visits	*		100%
415 Outpatient Surgery	Cases	0		100%
418 Prenatal O/P	Visits	0		100%
419 Primary Medical Care	Visits	0		100%
429 Venereal Disease	Visits	*		100%

\* Included in Family Planning O/P Visits



# administrative review

Certificate of Need Application

**Schedule 11**

## Architectural Submission or Letter of Certification

Enter the appropriate attachment number of your submission.

Copy of Architectural  
Submission transmittal letter:

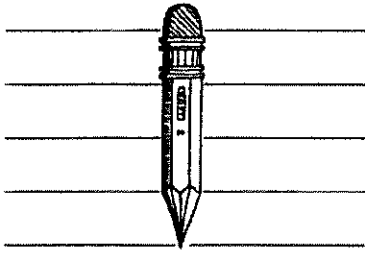
Attachment # 2

OR

Architect's Letter  
of Certification  
(See Sample in Appendix D)

Attachment # \_\_\_\_\_

## TRANSMITTAL



ARCHITECTURE+

DATE August 19, 1999

FAX  
TELEPHONE

TO

 Executive Director  
 Upper Hudson Planned  
 Parenthood

for your review &amp; comment

for your signature

for your use

for your approval

approvals as noted

return copies to our office

see remarks below

 PROJECT NAME Planned Parenthood  
 PROJECT # 9529 FILE PPH^B1E

QTY	ITEM								
1	CD Set & Program for CON Submission			X					X

## REMARKS

Pat:

This should meet most of the Architectural Submission requirements, Section 1 for the Certificate of Need Schedule 11 application. Items 1 through 5 have been submitted with the exception of the estimated construction & equipment costs and descriptions of the engineering systems. We asked George Shannon to provide you with this information by Friday. He was to let us know if it would be a problem.

Items 6, 7 & 8 of Section 1 are not applicable.

COPY

SIGNED Valerie J. Bok, AIA

# administrative review

Certificate of Need Application

**Schedule 12**

## Moveable Equipment

NO NEW EQUIPMENT

**Table I: New Equipment Description**

Funct. Area (1)	Machine (2)	Model (3)	Manufacturer (4)	Model Year (5)	Utilization (6)	Lease Amount Purchase Price (7)

List only equipment that is being replaced on a one for one basis. On the first line list the new equipment. On the second line list the equipment that is being replaced.

**Table II: Equipment Replacement (one-for-one only)**

Funct. Area (1)	Machine (2)	Model (3)	Manufacturer (4)	Model Year (5)	Utilization (6)	Lease Amount Purchase Price (7)

On the first line list the new equipment, on the second line list the equipment that is being replaced.

**Table III: Equipment Replacement (not one-for-one)**

Funct. Area (1)	Machine (2)	Model (3)	Manufacturer (4)	Model Year (5)	Utilization (6)	Lease Amount Purchase Price (7)

Description of what is being done with old equipment: Attachment # \_\_\_\_\_



# administrative review

Certificate of Need Application

**Schedule 15**

## Staffing

Categories	Current Year	First Year Implementation
	From $\frac{12/98}{\text{mo/yr}}$ to $\frac{11/99}{\text{mo/yr}}$	From $\frac{12/99}{\text{mo/yr}}$ to $\frac{1/2000}{\text{mo/yr}}$
1. Management & Supervision	1	1
2. Technician & Specialist	1	1
3. Registered Nurses	2	2
4. Licensed Vocational (Practical) Nurses Aides, Orderlies & Attendees	0	0
5. Physicians	1	1
6. Intern, Resident & Fellow Non-Physician Medical Practitioners	1	1
7. Social Workers & Psychologists*	0	0
8. Physical, Occupational & Rehabilitation Therapists*	0	0
9. Environment, Hotel & Food Service	0	0
10. Clerical & Other Administrative	2	2
11. Other Employee Classifications (Identify) Counselor	1	1
12. TOTAL NUMBER OF EMPLOYEES	9	9

\* Use only for RHCF and D & T Center Proposals.

Provide an attachment to describe any health professional teaching programs (in house staff training programs) associated with this project. Attachment # \_\_\_\_\_.

# administrative review

Certificate of Need Application

Schedule 16

## Assurances

The applicant has or will have a fee simple or such other estate or interest in the site, including necessary easements and rights-of-way sufficient to assure use and possession for the purpose of the construction and operation of the facility;

The applicant will obtain the approval of the commissioner of all required submissions, which shall conform to the standards of construction and equipment pursuant to 10 NYCRR;

The applicant will obtain the approval of the commissioner of the final working drawings and specifications, which shall conform to the standards of the construction and equipment of 10 NYCRR, prior to contracting for construction, unless otherwise provided for in section 710.7 of 10 NYCRR;

The applicant will cause the project to be completed in accordance with the application and approved plans and specifications;

The applicant will provide and maintain competent and adequate architectural or engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications;

If the project is an addition to a facility already in existence, upon completion of construction all patients shall be removed from areas of the facility which are not in compliance with 10 NYCRR Section 711.4 through 711.8 of this Title, or other pertinent provisions of 10 NYCRR Chapter 5 Subchapter C, unless a waiver is granted to specific provisions by the commissioner, under 10 NYCRR Section 711.9;

The facility will be operated and maintained in accordance with the standards prescribed by law; and

The applicant will comply with the provisions of the Public Health Law and the applicable provisions of 10 NYCRR with respect to the operation of all established, existing medical facilities in which the applicant has a controlling interest;

Signature

Date

8/23/99

Type Name

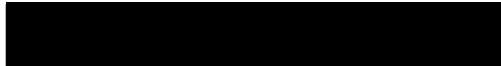
Executive Director

Title



LEASE AGREEMENT

BETWEEN



AND

UPPER HUDSON PLANNED PARENTHOOD, INC.

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THIS LEASE, is entered into on the 12 day of August 1999  
by and between the Landlord and the Tenant hereinafter named.

ARTICLE 1. Definitions and Contract Basic Provisions

1.1 (a) Landlord:

(b) Landlord's Address:

(c) Landlord's agent:

(d) Agent's Address:

(e) Tenant:

Upper Hudson Planned  
Parenthood, Inc.

(f) Tenant's Address: Upper Hudson Planned  
Parenthood

(g) Demised Premises: Approximately Four Thousand  
(4,000) square feet located on the floor in  
the Building,

(h) Lease Term: The term shall commence on the first day of the month following the issuance of a Certificate of Occupancy, provided the Certificate of Occupancy is issued at least two weeks prior to the first of the month. In the event the Certificate of Occupancy is issued less than two weeks prior to the first of the month, then the lease term shall commence on the first of the second month following the issuance of the Certificate of Occupancy, the intent being that Tenant shall have not less than two weeks to arrange for a move, and inspection by the Department of Health (hereafter DOH ). Landlord shall notify the Tenant, as soon as the premises are substantially complete so the Tenant may advise DOH that the premises are ready for inspection by DOH. Notwithstanding anything herein contained to the contrary, if upon inspection DOH shall determine that the premises are not properly constructed in accordance with its applicable regulations AND Landlord shall have failed to construct and alter the premises in accordance with the schematic

design, prepared by Architecture Plus, dated \_\_\_\_\_, and incorporated herein by reference and in accordance with DOH requirements as prepared by Architect Plus and delivered to Landlord by September 1, 1999, which requirements are deemed to be annexed to and incorporated into this agreement, Landlord shall reconstruct the premises in compliance with DOH requirements and this lease will not commence until the first of the month following approval and certification by the Department of Health of the premises for the intended purpose. The lease term shall be for ten years from commencement. On or about the date of Commencement, the parties hereto shall endorse the date in the space following, and initial and date the endorsement.

Date of Commencement \_\_\_\_\_.

Hendrick Hudson by \_\_\_\_\_, Dated \_\_\_\_\_

UHPP, Inc. by \_\_\_\_\_, Dated \_\_\_\_\_

(i) Rental:

I. The rental for the first year shall be \$48,000.00 (the annual gross amount of Twelve Dollars per square foot), payable monthly in the sum of \$ 4,000.00. Landlord shall provide all utilities, (except telephone which shall be provided and paid for by Tenant) and services, for no additional sum.

II. In years 2 through 9 landlord shall cause all utilities to be separately metered and Tenant shall be responsible therefore, and pay such charges directly to the vendors. Landlord shall be entitled to base rent, payable monthly in accordance with the following table.

Year	Annual Base Rent per # ft.	Monthly Base Rent
2	\$9.82	\$3273.33
3	\$10.14	\$3380.00

4	\$10.46	\$3486.66
5	\$10.78	\$3593.33
6	\$11.10	\$3700.00
7	\$11.42	\$3806.66
8	\$11.74	\$3913.33
9	\$12.06	\$4020.00
10	\$12.38	\$4126.66

In addition Tenant shall pay Landlord its allocable share of the Common Area Expenses as shown on the attached schedule, except for gas and electric. Common Area Expenses, payable by the tenant shall be billed to the tenant and are due and payable as additional rent 45 days after billing. Common Area Expenses shall be computed by dividing the total annual expenses listed on the attached schedule, less expenses for gas and electric, by the total square footage of the Hendrick Hudson Building actually leased. Tenant's allocable share shall be this per square foot expense multiplied by 4,000, provided however, if Landlord's computation results in Landlord receiving as additional rents sums in excess of the amounts actually expended, Tenant shall be entitled to a pro rata refund.

(j) Other: Landlord shall renovate the premises in accordance with the Schematic Design prepared by Architecture Plus, dated \_\_\_\_\_, and incorporated herein by reference. Tenant shall cause Architect Plus to deliver DOH requirements to Landlord by September 1, 1999, which requirements shall be deemed annexed to and incorporated into this agreement. Landlord acknowledges that renovation of the premises in conformance with the referenced schematic and DOH requirements is a condition precedent to this lease becoming binding, and shall use its best efforts to renovate the premises in accordance therewith so as to obtain required DOH approvals.

(l) Permitted Use: Office, Health Clinic providing medical and counseling services pursuant to a license issued by the New York State Department of Health.

(m) Security Deposit: The security deposit is waived, however, the Tenant shall prepay the first month's rent upon execution of this agreement.

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited to the references thereto and the other provisions of this lease.

#### ARTICLE 2. Granting Clause

In consideration of the obligation of tenant to pay rent as herein provided and in consideration of the terms, covenants, and conditions hereof, landlord hereby demises and leases to tenant, and tenant hereby takes from landlord, the demised premises as described in Article 1 (1.1) (h).

TO HAVE AND TO HOLD said premises for the lease term as specified in Article 1 (1.1), all upon the terms and conditions set forth in the lease. Landlord further agrees that if tenant shall perform all of the covenants and agreements herein required to be performed by tenant, tenant shall, subject to the terms of this lease, at all times during the continuance of this lease, have peaceful and quiet possession of the demised premises.

#### ARTICLE 3. Construction and Acceptance of Premises

The demised premises shall be deemed accepted by the approval of DOH, and the granting of a certificate of occupancy.

#### ARTICLE 4. Rent

Rental shall accrue hereunder from the commencement date, and shall be payable to landlord at the address specified in Article 1.1(b) above.

The first such monthly payment shall be due and payable on or before the commencement date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the hereby demised term. Rental payments shall be deemed delinquent following the tenth day of each calendar month. If payment is not made by the tenth day of the month a late fee of \$5.00 per day shall be charged for each day the rent remains unpaid following the fourth day of the calendar month and said late fee shall be deemed additional rent under the terms of this agreement. In the event payment is made by check and said check is dishonored by the tenant's bank, then a late charge shall accrue from the fourth day of the calendar month until such time as tenant pays the stated rent herein in addition to any accrued late charges. In addition thereto, any rental check which is returned because of insufficient funds, shall incur a returned check charge of \$25.00 which shall be considered additional rent and shall be due and owing in addition to the stated monthly rental within ten days after notice is give to tenant of said returned check.

#### **ARTICLE 5. Common Areas**

The term "common areas" is defined for all purposes of this lease as that part of the office park intended for the common use of all tenants, including among other facilities; parking areas, if any, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls, and promenades, exterior lighting facilities and the like but excluding space in buildings designed for rental for

commercial purposes, as the same may exist from time to time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time to time the dimensions and locations of the common area, as well as the dimensions, identity and type of buildings in the office park. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this lease, its subtenants, licensees, and concessionaires, shall have the non exclusive right to use the common area as constituted from time to time, such use to be in common with landlord, other tenants to the office park and other persons permitted by landlord to use the same, and subject to such reasonable rules and regulations governing use as landlord may from time to time. Landlord shall be responsible for the operation, management, and maintenance of the common, the manner of maintenance and the expenditures therefore to be in the sole discretion of landlord.

**ARTICLE 6. Use and care of premises**

The demised premises may be used only for the purpose or purposes specified in section 1.1(k) above and for no other purposes without the prior written consent of landlord.

Tenant shall not, without the landlord's prior written consent, keep anything within the premises or use the premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the demised premises or other parts of the office park. All property kept, stored or maintained within the premises by tenant shall be at tenant's sole risk.

Tenant shall take good care of the demised premises and keep the same free from waste at all times. Tenant shall



keep the demised premises, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the premises, arranging for the regular pickup of such trash and garbage at tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by landlord. Tenant shall not operate an incinerator or burn trash or garbage within the office park area. Tenant shall maintain all display windows in a neat, attractive condition.

Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the demised premises and otherwise comply with all applicable laws, ordinances and governmental regulations.

#### **ARTICLE 7. Maintenance and Repair of Premises**

Landlord shall keep the foundation, the exterior walls plate glass windows, exterior entrance doors, exterior entrance door closure devices and other exterior openings; window and window frames, molding, locks, and hardware; special store fronts, signs, placards, decorations or advertising media of any type, and roof of the demised premises and furnace in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of tenant, its agents, employees, subtenants, licensees and concessionaires; and the provisions of the previous sentence are expressly recognized to be subject to the provisions of the article on damages by casualty and the article on eminent domain of this lease. In the event that the demised premises should become in need of repairs required to be made by landlord hereunder, tenant shall give immediate written notice thereof to landlord; and landlord shall not be responsible in any way for failure to

complete any such repairs until a reasonable time shall have elapsed after receipt by landlord of such written notice, but in the event of imminent danger to the demised premises or tenant's property, landlord shall make immediate interim repairs as are necessary to prevent damage from occurring.

Tenant shall keep the demised premises in good, clean, inhabitable condition, and shall pay its prorated share, based upon the square footage it occupies in relation to the square footage of the building of any cost incurred by landlord as a result of a pest infestation at the building or in the demised premises. Tenant at its sole cost and expense shall keep the demised premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, within the demised premises, except for repairs and replacements required to be made by landlord under the provisions of Article 7, Maintenance and Repair of Premises. Without limiting the coverage of the previous sentence, it is understood that tenant's responsibilities include any damage caused by them necessitating any repair and replacement of all glass, lighting, plumbing and other electrical mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, in any sewage stoppage located in, under and above the demised premises. If any repairs required to be made by tenant hereunder are not made within 10 days after written notice delivered to tenant by landlord, landlord may at its option make such repairs without liability to tenant for any loss or damage which may result to its stock or business by reason of such repairs; and tenant shall pay to landlord upon demand as additional rent hereunder, the costs of such repairs plus interest at the maximum contractual rate which could legally be charged

in the event of a loan of such payment to tenant, and such interest to accrue continuously from the date of payment by landlord until repayment by tenant. At the expiration of the lease, tenant shall surrender the demised premises in good condition, excepting reasonable wear and tear and loss to be restored by landlord in Article 7, Maintenance and Repair of Premises, in addition to all keys within the possession of employees.

#### ARTICLE 8. Alterations

Tenant shall not make any alterations, additions or improvements to the demised premises without the prior written consent of landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the premises. All alterations, additions, improvements and fixtures (other than tenant's unattached, readily movable furniture and other equipment) which may be made or installed by either party upon the demised premises shall remain upon and be surrendered with the premises and become the property of landlord at the termination of this lease, unless landlord requests the removal in which event tenant shall remove the same and restore the premises to their original condition at tenant's expense.

All construction work done by tenant within the demised premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the office park. Tenant agrees to indemnify landlord and hold landlord harmless against any loss, liability or damage resulting from such work, and tenant shall, if requested by landlord, furnish bond or other

securities satisfactory to landlord against any such loss, liability or damage. The landlord at landlord's expense will remove all existing interior partitions except the bathroom and leave walls in a satisfactory condition for the application by the tenant of wall covering, e.g. paint or wallpaper.

**ARTICLE 9. Landlord's Right of Access:**

Landlord shall have the right to enter upon the demised premises upon reasonable notice for the purpose of inspecting the same, or of making repairs to the demised premises, or of making repairs, alterations or additions to adjacent premises, or of showing the demised premises to prospective purchasers, lessees or lenders.

Use of the roof above the demised premises is reserved to landlord.

**ARTICLE 10. Signs: Storefronts**

Tenant shall not, without landlord's prior written consent; (a) make any changes to the storefront, or (b) install any exterior lighting decorations, paintings, awnings, canopies, or the like, or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the demised premises, excepting only dignified displays of customary type for its display windows. All signs, lettering, placards, decorations and advertising media shall conform in all respects to the sign criteria which may be established by landlord for the office park from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of landlord as to the construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper

operating order at all times. Signs must conform with local municipal ordinances.

**ARTICLE 11. Utilities**

Landlord agrees to cause to be provided and maintained the necessary mains, conduits, and other facilities necessary to supply water, and sewage service to the demised premises. In the first year of the Lease Landlord shall properly pay all charges for electricity, and other utilities, except telephone service, furnished to the demised premises.

In the remaining years of the Lease Tenant shall properly pay all charges for electricity, telephone service, and other utilities furnished to the demised premises. Landlord shall not be liable for any interruption whatsoever in utility services not furnished by him, nor for interruptions in utility services furnished by him which are due to fire, accident, strike, acts of God, or other causes beyond the control of landlord or in order to make alterations, repairs or improvements.

**ARTICLE 12. Indemnity and Public Liability Insurance**

Landlord shall not be liable to tenant or to tenant's employees, agents or visitors, or to any other person, for any injury to person or damage to property on or about the demised premises or the common area caused solely by the negligence or misconduct of tenant or of any other person entering the building under express or implied invitation of tenant, or arising out of the use of the demised premises by tenant and the conduct of its business therein, or arising out of any breach or default by tenant in the performance of his obligations hereunder; and tenant hereby agrees to indemnify landlord and to hold landlord harmless from any

loss, expense or claims arising out of such damage or injury, to the extent caused by Tenant or its employees.

Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense, insuring both landlord and tenant against all claims, demands, or actions arising out of or in connection with tenant's use or occupancy of the demised premises, the limits of such policies or policy to be in an amount not less than \$500,000.00 single limit liability to cover bodily injury and property damage and a fire legal liability policy to indemnify the landlord in the minimum amount of \$50,000.00 written by an insurance company authorized by the State of New York, and the Tenant agrees to name the Landlord as an additional insured and loss payee. Tenant shall obtain a written obligation on the part of each insurance company to notify landlord at least 10 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to landlord and renewals thereof as required shall be delivered to landlord at least 30 days prior to the expiration of the respective policy terms. If tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and tenant shall pay to landlord on demand as additional rent hereunder the premium cost thereof plus interest at the maximum contractual rate of 2% per month from the date of payment by landlord until repaid by tenant.

#### **ARTICLE 13. Non Liability for Certain Damages**

Except to the extent covered by Landlord's Insurance, Landlord and landlord's agents and employees shall not be liable to tenant for any injury to person or damage to property caused by tenant's use or occupancy of the demised

premises, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping, or flowing into the demised premises except where due to landlord's failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to landlord of the need for such repairs, nor shall landlord be liable to tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the building, excepting only duly authorized employees and agents of landlord.

**ARTICLE 14. Damages by Casualty**

Tenant shall give immediate written notice to landlord if any damage caused to the demised premises by fire or other casualty.

In the event that the demised premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and landlord does not elect to terminate this lease as hereinafter provided, landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the demised premises. In the event (a) the building in which the demised premises are located shall be destroyed or substantially damaged by a casualty not covered by a landlord's insurance, or (b) such building shall be destroyed or rendered untenable to an extent in excess of 50% of the leased area by a casualty covered by landlord's insurance, or (c) the holder of a mortgage deed of trust or other lien on the demised premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of the landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust,

or other lien, then landlord or tenant may elect either to terminate this lease or to proceed to rebuild and repair the demised premises. In the event of such an election the party must give written notice to the other party of such election within 30 days after the occurrence of such casualty and if it elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense.

Landlord's obligation to rebuild and repair under this article shall in any event be limited to restoring the demised premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures, and equipment installed by tenant.

Tenant agrees that promptly after completion of such work by landlord, tenant will proceed with reasonable diligence and at tenant's sole cost and expense to restore, repair, and replace all alterations, additions, improvements, fixtures, signs and equipment installed by tenant.

Tenant agrees that during any period of reconstruction or repair of the demised premises it will continue the operation of its business with the demised premises to the extent practicable. During the period from the occurrence of the casualty until landlord's repairs are completed, the monthly rental shall be reduced to such extent as may be fair and reasonable under the circumstances, except that in the event more than 30% of the demised premises is rendered uninhabitable by a casualty, then during such time a prorated rent shall be due and owing hereunder. Furthermore, in the event that the demised premises are not



ready for the tenant's build out within 150 days then tenant can cancel this lease.

**ARTICLE 15. Eminent Domain**

If more than 30% of the floor area of the demised premises shall be taken for any public or quasi public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall at Tenant's option, terminate and the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

If less than 30% of the floor area of the demised premises should be taken as aforesaid, this lease shall not terminate; however, the minimum monthly rental payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, landlord shall make all necessary repairs or alterations to the remaining premises.

If any part of the common area should be taken as aforesaid, this lease shall not terminate, nor shall the rent payable hereunder be reduced, except that either landlord or tenant may terminate this lease if the area of the common area remaining following such taking plus any additional parking area provided by landlord in reasonable proximity to the office park shall be less than 70% of the area of the common area immediately prior to the taking. Any election to terminate this lease in accordance with this provision shall be evidenced by written notice.

of termination delivered to the other party within 30 days after the day physical possession is taken by the condemning authority.

All compensation awarded for any taking of the demised premises or common area shall be the property of landlord, and tenant hereby assigns its interest in any such award to landlord provided, however, landlord shall have no interest in any award made to tenant for tenant's moving and relocating expenses or for the loss of tenant's fixtures and other tangible personal property of a separate award for such items are made to tenant.

**ARTICLE 16. Assignment and Subletting**

Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the demised premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the demised premises without the prior written consent of landlord. Landlord's consent cannot be unreasonably withheld. Consent by landlord to one or more assignments or subletting shall not operate as a waiver of landlord's rights as to any subsequent assignments and sublettings.

If tenant is a corporation and if at any time during the primary term of this lease or any renewal or extension thereof, the person or persons who own a majority of either the outstanding voting shares or all outstanding shares of capital stock of tenant at the time of the execution of this lease cease to own a majority of such shares, the loss of a majority of such shares shall be deemed as assignment of this lease by tenant and therefore subject in all respects to the provisions of the previous paragraph above. The previous sentence shall not apply however if, at the time of the execution of this lease, the outstanding voting shares

of capital stock of tenant are listed on a recognized security exchange or over the counter market.

Notwithstanding any assignment or subletting, tenant and any guarantor of tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease.

Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the demised premises.

In the event of the transfer and assignment by landlord of its interest in this lease and in the building containing the demised premises to a person expressly assuming landlord's obligations under this lease, landlord shall thereby be released from any further obligations hereunder, and tenant agrees to look solely to such successor in interest of the landlord for performance of such obligations. Any security given by tenant to secure performance of tenant's obligations hereunder may be assigned and transferred by landlord to successor in interest, and landlord shall thereby be discharged of any further obligation relating thereto.

#### ARTICLE 17. Default by Tenant in Remedies

The following events shall be deemed to be events of default by tenant under this lease, provided the same continues for more than 30 days after Landlord gives Tenant written notice specifying the default;:

1. Tenant shall fail to pay any monthly rental or any other obligation hereunder involving the payment of money and such failure shall continue for a period of 30 days after the date due.

2. Tenant shall fail to comply with any term, provision or covenant of this lease, other than as described

in subsection 1 above, and shall not cure such failure within 10 days after written notice thereof to tenant.

3. Tenant or any guarantor of tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

4. Tenant or any guarantor of tenant's obligations under this lease shall file a petition under any section or chapter of the national bankruptcy act, as amended, or under any similar law or statute of the United States or any state thereof, or tenant or any guarantor of tenant's obligations under this lease shall be adjudged bankruptcy or insolvent in proceedings filed against tenant or any guarantor of tenant's obligations under this lease, the tenant is in default of any other provision of Article 17.

5. A receiver or trustee shall be appointed for the demised premises or for all or substantially all of the assets of tenant or of any guarantor of tenant's obligations under this lease.

6. Tenant shall desert or vacate or shall commence to desert or vacate the demised premises or any substantial portion of the demised premises or shall remove or attempt to remove without the prior written consent of landlord, all or substantially all or a substantial portion of tenant's goods, wares, equipment, fixtures, furniture, or other personal property.

7. Tenant shall not do or permit to be done anything which creates a lien upon the premises.

Upon the occurrence of any such events of default, landlord shall have the option to pursue either of the following alternative remedies:

a. Upon 10 days notice landlord may take any one or more of the actions permissible at law to insure performance by tenant of tenant's covenants and obligations under this lease. In this regard, it is agreed that if tenant deserts or vacates the demised premises, landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from tenant the monthly rentals and other charges provided in this lease, without any obligation to relet but that if landlord, at its sole discretion, elects to relet the demised premises, such action by landlord shall not be deemed as an acceptance of tenant's surrender of the demised premises unless landlord expressly notifies tenant of such acceptance in writing. Tenant hereby acknowledges that landlord shall be reletting as tenant's agent and tenant furthermore hereby agrees to pay to landlord on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by landlord. It is further agreed in this regard that in the event of any default described in subsection 2 of Article 17 entitled, Default by Tenant in Remedies, landlord shall have the right to enter upon the demised premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever tenant is obligated to do under the terms of this lease; and tenant agrees to reimburse landlord on demand for any expenses which landlord may incur and thus affecting compliance with tenant's obligations under this lease, and tenant further agrees that the landlord shall not be liable for any damages resulting to the tenant from such action.

b. Landlord may terminate this lease by written notice to tenant, in which event tenant shall immediately

surrender the demised premises to landlord, and if tenant fails to do so, landlord may, without prejudice to any other remedy which landlord may have for possession or arrearages in rent, enter upon and take possession of the demised premises and expel or remove tenant or any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for non-payment of rent. In addition, tenant agrees to pay to landlord on demand the amount of all loss and damage which landlord may suffer by reason of any termination effected pursuant to this subsection b.

c. If landlord elects to exercise the remedy prescribed in subsection a above, this election shall in no way prejudice landlord's rights at any time thereafter to cancel said election in favor of the remedy prescribed in subsection b above, provided that at the time of such cancellation tenant is still in default. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other section of this lease and any other remedies provided by law. Forbearance by landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. It is further agreed that in addition to payments required pursuant to subsections a and b of Article 7 above tenant shall compensate landlord for all expenses incurred by landlord in repossession, all expenses incurred by landlord in reletting, all concessions granted to a new tenant upon reletting, all leases incurred by landlord as a direct or

indirect result of tenant's default and a reasonable allowance for landlord's administrative efforts, salaries and overhead attributable directly or indirectly to tenant's default and landlord's pursuing the rights and remedies provided herein and under applicable law.

d. Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of landlord hereunder shall be deemed cumulative and not exclusive of each other.

e. If on account of any breach or default by either party in its obligations hereunder, and the other party shall employ an attorney to present, enforce or defend any of their rights, or remedies hereunder, the unsuccessful party agrees to pay any reasonable attorney's fees and legal disbursements incurred by the successful party in such connection, whether it be the enforcement or defense of their respective rights.

f. Landlord hereby acknowledges receipt from tenant of the sum stated in Article 1.1(j) to be applied to the first accruing installment of rent. Landlord further acknowledges from tenant of the sum stated in Article 1.1(l) above to be held by landlord without interest as security for the performance by tenant of tenant's covenants and obligations under this lease, it being expressly understood that such deposit may be commingled with landlord's other funds and is not an advance payment of rental or a measure of landlord's damages in case of default by tenant. Upon the occurrence of any event of default by tenant, landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to

the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to landlord by such event or default, and tenant shall pay to landlord on demand the amount so applied in order to restore the security deposit to its original amount. If tenant is not then in default thereunder any remaining balance of such deposit shall be turned by landlord to tenant upon termination of this lease.

**ARTICLE 18. Landlord's Contractual Security Interest**

In addition to the statutory landlord's lien, landlord shall have at all times a valid security interest to secure payment of all rentals and other sum of money becoming due hereunder from tenant, and to secure payment of any damages or loss which landlord may suffer by reason of the breach by tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of tenant presently, or which hereafter be, situated on the demised premises, and all proceeds therefrom, and such property shall not be removed without the consent of landlord until all arrearages in rent as well as any and all other sums of money then due to landlord or to become due to landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by tenant. Upon the occurrence of an event of default by tenant, landlord may, in addition to any other remedies provided herein, enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of tenant situate on the premises, without liability for trespass or conversion, and shall sell the same at public or private sale, with or



without having such property at the sale, after giving tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law and without intending to exclude any other manner of giving tenant reasonable notice the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least 10 days before the time of sale. Any sale made pursuant to this provision of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the above described premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for 5 consecutive days, before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property, including reasonable attorney's fees and legal expenses, shall be applied as a credit against the indebtedness secured by the security by the security interest granted in this paragraph. Any surplus shall be paid to tenant or as otherwise required by law; the tenant shall pay any deficiencies forthwith. Upon request by landlord, tenant agrees to execute and deliver to landlord a financing statement in form sufficient to perfect a security interest of landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code.

**ARTICLE 19. Waiver of Right of Redemption**

Tenant waives all rights to redeem under any law of the State of New York.

**ARTICLE 20. Holding Over**

In the event tenant remains in possession of the demised premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to occupying said premises as a tenant from month to month and at a rental equal to the rental herein provided plus 10% of such amount and otherwise subject to all the conditions, provisions and obligations of this lease in so far as the same are applicable to a month to month tenancy.

**ARTICLE 21. Subordination Allotment**

Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the demised premises or the office park as a whole and to any renewals and extensions thereof; provided however, with respect to future mortgages, subordination shall be contingent on the mortgagor providing Tenant a non-disturbance agreement. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the demised premises and tenant agrees upon demand to execute such further instruments subordinating this lease as landlord may request; provided, however, that upon tenant's written request by notice to landlord, landlord shall use best efforts to obtain from any such mortgagee a written agreement that the rights of tenant shall remain in full force and effect during the term of this lease so long as tenant shall continue to recognize and perform all of the covenants and conditions of this lease.

At any time when the holder of an outstanding mortgage, deed of trust or other lien covering landlord's interest in the demised premises has given tenant written notice of its interest in this lease, tenant may not exercise any remedies for default by landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

#### **ARTICLE 22. Notices**

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee, or, if earlier, and regardless of whether actually received or not, when deposited in the United States mail, postage paid, certified mail, return receipt requested, addressed to the location stated in Article 1 above or at such other addresses as the parties have theretofore specified by written notice.

#### **ARTICLE 23. Regulations**

Landlord and tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations and that additional regulations may hereafter be enacted or go into effect, relating to or affecting the demised premises, in concerning the impact on the environment of construction, land use, maintenance and operation of structures, in conduct of business. Subject to the express rights granted to tenant under the terms of this lease, tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the

environment, or do anything to permit anything to be done that would violate any of the laws, regulations or guidelines. Moreover, tenant shall have no claim against landlord by reason of any changes landlord may make in the office park or the demised premises pursuant to said regulations or any changes imposed upon customers or other invitees pursuant to same.

**ARTICLE 24. Miscellaneous**

a. Tenant shall not for any reason withhold or reduce tenant's required payments of rentals and other charges provided in this lease, it being agreed that the obligations of landlord hereunder are independent of tenant's obligations except as may be otherwise expressly provided. In this regard it is specifically understood and agreed that in the event landlord commences any proceedings against tenant for non payment of rentals or any other sum due and payable by tenant hereunder, tenant will not interpose any counterclaim or other claim against landlord of whatever nature or description and any such proceedings and in the event that tenant interposes any such counterclaim or other claim against landlord in such proceedings, landlord and tenant stipulate and agree that, in addition to any other lawful remedy of landlord, upon motion of landlord, such counterclaim or other claim asserted by tenant shall be severed out of the proceedings instituted by landlord and the proceedings instituted by landlord may proceed to file judgment separately and apart from and without consolidation

with or reference to the status of such counterclaim or any other claim asserted by tenant.

b. Except as may be otherwise herein provided in this lease, in all circumstances under this lease where the prior consent or permission of the landlord is required before the party is authorized to take any particular type of action, the matter of whether to grant such consent or permission shall be within the sole and exclusive judgment and discretion of the landlord, and it shall not constitute any nature of breach by the landlord hereunder or any defense of the performances of any covenant, duty or obligation of the tenant hereunder that the landlord delayed or withheld the granting of such consent or permission, whether or not the delay or withholding of such consent or permission was, in the opinion of the tenant, prudent or reasonable or based on good cause.

c. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d. Whenever a period of time is herein prescribed for action to be taken by landlord, landlord shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor and materials, war, governmental laws, regulations or

restrictions or any other cause of any kind whatsoever which are beyond the reasonable control of landlord.

e. If this lease is in fact a sublease, tenant accepts this lease subject to all of the terms and conditions of the underlying lease under which landlord holds the office park as lessee, tenant covenants that it will do no act or thing which would constitute a violation by landlord of this obligation under such underlying lease; provided, however, that tenant's agreement in this regard is premised on landlord's assurances to the effect that the terms of this lease do not violate such underlying lease.

f. The laws of the State of New York shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this should be held to be invalid or unenforceable the validity and unenforceability of the remaining provisions for this lease shall not be affected thereby. The venue for any action under this lease shall be in Rensselaer County, New York.

g. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

h. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

i. The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives except as otherwise herein expressly provided.

j. This lease contains the entire agreement between the parties and no agreement shall be effective to change, modify, or terminate this lease in whole or part unless such is in writing and duly signed by the party against whom

enforcement of such change, modification or termination is sought. Landlord and tenant thereby acknowledge that they are not relying on any other representation or promise by the other, or of any agent except as may be expressly set forth in this lease.

k. The parties agree to execute and record a Memorandum of this Lease.

Executed as of the date hereinabove stated.

LANDLORD:

By:

As Managing Partner hereto duly authorized.

TENANT: Upper Hudson Planned

By:

Executive Director

Hereto duly authorized.





**MEMORANDUM OF LEASE**

NAME AND ADDRESS OF LESSOR:



NAME AND ADDRESS OF LESSEE:

Upper Hudson Planned  
Parenthood, Inc.



DATE OF EXECUTION OF LEASE:

Signed \_\_\_\_\_ 1999  
Term Commencing \_\_\_\_\_ 1999

DESCRIPTION OF LEASED PREMISES IN THE FORM CONTAINED IN THE LEASE:

Approximately Four Thousand (4,000) square feet located on the \_\_\_\_\_ floor in the \_\_\_\_\_  
\_\_\_\_\_ which building was acquired by lessor by deed recorded in Rensselaer County Book  
of Deeds \_\_\_\_\_ at Page \_\_\_\_\_.

TERM OF LEASE:

The lease is for a term of 10 years, commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_.

IN WITNESS WHEREOF the parties hereto have respectively executed this memorandum of lease on  
\_\_\_\_\_, 19\_\_.



BY \_\_\_\_\_  
Landlord

Upper Hudson Planned Parenthood, Inc.

BY \_\_\_\_\_  
Tenant

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me, \_\_\_\_\_ to me personally known and known to me to  
be the individual described in and who executed the foregoing instrument, as a general partner of and on behalf of  
\_\_\_\_\_ and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally came \_\_\_\_\_ to me known, who  
being by me duly sworn, did depose and say, that he is the Executive Director of Upper Hudson Planned Parenthood,  
Inc., the corporation described in and which executed the above instrument; and that she signed her name thereto by  
authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public



The undersigned have signed a LEASE, dated the same date as this agreement entered into on the 12 day of *Sept* 1999, which lease requires the Landlord to construct and alter the leasehold premises, consisting of approximately Four Thousand (4,000) square feet located on the [REDACTED] floor in the [REDACTED]. The Landlord and Tenant in consideration of the signing of the said lease agree that the Tenant, at Tenant's cost will install the telephone, computer and security wiring and equipment, substantially in accordance with the systems that it utilizes at its premises in [REDACTED] New York, and that the Landlord will coordinate its construction with the Tenant so that Tenant's work is performed, at those periods during the construction by the Landlord, to minimize cutting and patching and to maximize efficient installation by Tenant.

Landlord and Tenant also agree, that since specifications by Architecture Plus will not be delivered until approximately September 1, 1999, Landlord may terminate this agreement within 10 days of receipt of such specifications, by delivering written notice to Tenant in said period together with a refund of all sums paid or deposited by Tenant, and upon such delivery and payment, the Lease of even date herewith will be terminated, null and void and neither party shall have further obligation thereunder.

LANDLORD:

By:

[REDACTED]  
As Managing Partner hereto duly  
authorized.

REYANNE H. Hudson Planned Parenthood, Inc.

By:

[REDACTED]  
Executive Director  
Hereto duly authorized.



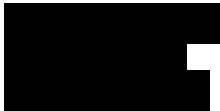
**ANDREW M. CUOMO**  
Governor

## Department of Health

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

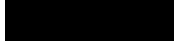
**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

January 28, 2019



Re: Upper Hudson Planned Parenthood Inc

Complaint #



Dear Ms.



This letter is in response to your recent complaint regarding the facility noted above. Your complaint has been assigned to one of the Department's Regional Offices for investigation.

If you have additional information or have any questions regarding your complaint you may contact the Capital District Regional Office directly at (518) 408-5329.

Staff from this office will notify you in writing after the investigation has been completed. Thank you for bringing your concerns to our attention.

Sincerely,

Centralized Hospital Intake Program  
Division of Hospitals and  
Diagnostic & Treatment Centers



## Department of Health

**ANDREW M. CUOMO**  
Governor

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

05/15/2019



Upper Hudson Planned Parenthood Inc - Troy  
Complaint # [REDACTED]

Dear Ms. [REDACTED]

The Division of Hospitals and Diagnostic and Treatment Centers within the New York State Department of Health (the Department) is responsible for assessing compliance with federal and state regulatory requirements at primary and acute care facilities. The assessment is accomplished through various surveillance activities.

As part of the surveillance process, the Department accepts complaints involving patient care and safety issues filed against diagnostic and treatment center facilities, and uses the information to direct surveillance activities.

The Department has conducted a complaint investigation survey at Upper Hudson Planned Parenthood Inc, which involved assessment of the facility's compliance with defined regulatory requirements. Facility operations were assessed during this survey process. Concerns presented in your complaint were included as part of the investigation used to assess facility operations. The issues of your complaint assisted in directing review of the systems in place at the facility while assessing the minimum standards of the applicable regulatory requirements.

As a result of this review, no regulatory deficiencies were identified specific to the issues raised in your complaint.

Thank you for bringing your concerns to the attention of the Department and providing information to direct our facility surveillance activity.

Sincerely,

A handwritten signature in blue ink that reads "Eileen J. Slocum".

Eileen J. Slocum  
Hospital Program Director  
Capital District Region  
Division of Hospitals and Diagnostic & Treatment Centers



## Department of Health

ANDREW M. CUOMO  
Governor

HOWARD A. ZUCKER, M.D., J.D.  
Commissioner

SALLY DRESLIN, M.S., R.N.  
Executive Deputy Commissioner

05/15/2019

[REDACTED]  
Chief Operating Officer  
Upper Hudson Planned Parenthood, Inc.  
[REDACTED]

Agency: Upper Hudson Planned Parenthood Inc - Troy  
PFI: 0101204R  
Type of Survey: Complaint # [REDACTED]  
Event ID #: ZDFK11  
Survey Completion Date: 05/09/2019

Dear [REDACTED]:

Staff from the New York State Department of Health completed a complaint investigation at Upper Hudson Planned Parenthood Inc.- Troy on 05/09/2019. The purpose of this surveillance activity was to assess compliance with Title 10 New York Codes, Rules and Regulations (10NYCRR) governing Diagnostic and Treatment Centers.

No regulatory violations were identified. However, in order to satisfy survey processing requirements, please ensure that the first page of the enclosed STATE FORM is signed by a duly authorized representative of your facility in the X6 section. Return it to this office through the ePOC system within ten (10) calendar days of receipt of electronic notification of the posting or no later than 05/25/2019.

Sincerely,

*Eileen J. Slocum*

Eileen J. Slocum  
Hospital Program Director  
Capital District Region  
Division of Hospitals and Diagnostic & Treatment Centers  
875 Central Aveune  
Albany, New York 12206

cc: Board Chairman

(Enclosure)

New York State Department of Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>HP1907D</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____	(X3) DATE SURVEY COMPLETED  <b>C</b> <b>05/09/2019</b>
NAME OF PROVIDER OR SUPPLIER  <b>UPPER HUDSON PLANNED PARENTHOOD - TROY CI</b>		STREET ADDRESS, CITY, STATE, ZIP CODE <b>120 HOOSICK STREET</b> <b>TROY, NY 12180</b>		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
T 000	<p>INITIAL COMMENTS</p> <p>PFI # 2799 OPERATING CERTIFICATE # 0101204R</p> <p>No deficiencies were identified during an onsite complaint investigation of Upper Hudson Planned Parenthood Inc.- Troy conducted on May 9, 2019</p>	T 000		

Office of Primary Care and Health Systems Management  
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Facility Id. 2799  
Certificate No. 0101204R

State of New York  
Department of Health  
Office of Primary Care and Health Systems Management

**OPERATING CERTIFICATE**

**Diagnostic and Treatment Center Extension Clinic**

**Upper Hudson Planned Parenthood - Troy Center**

**120 Hoosick Street, Suite 12B**

**Troy, New York 12180**

**Operator:** Upper Hudson Planned Parenthood Inc

**Operator Class:** Voluntary Not for Profit Corporation

Effective Date: 08/24/2020

Expiration Date: NONE

**Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law to operate an Extension Clinic at the above site for the service(s) specified.**

Medical Services - Primary Care



Deputy Commissioner, Office of Primary  
Care and Health Systems Management



Commissioner

This certificate must be conspicuously displayed on the premises.



0101204R

PFI NO. 0010

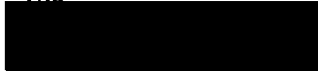
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DIAGNOSTIC & TREATMENT CENTER

07/31/95

UPPER HUDSON PLANNED PARENTHOOD  
INC



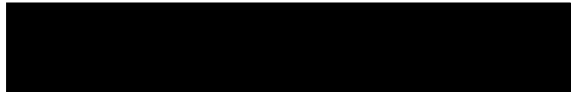
OPERATOR VOLUNTARY CORPORATION  
UPPER HUDSON PLANNED PARENTHOOD  
INC

HAS BEEN GRANTED THIS OPERATING CERTIFICATE PURSUANT TO ARTICLE 28  
OF THE PUBLIC HEALTH LAW FOR THE SERVICE(S) SPECIFIED:

HEALTH EDUCATION

\*\*\*\*\*

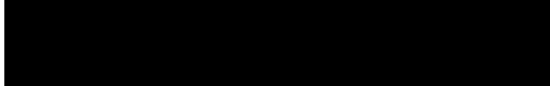
OTHER AUTHORIZED LOCATION(S) 3  
UPPER HUDSON PP INC



CANCER DETECTION  
PART TIME CLINICS

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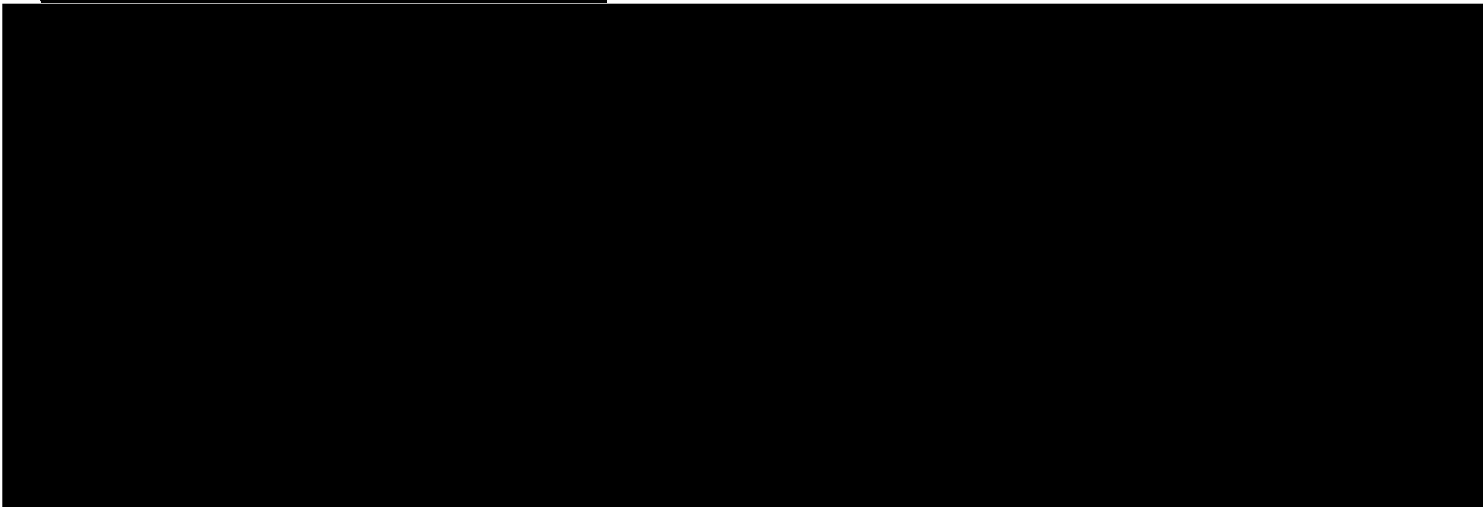
UPPER HUDSON PP INC



FAMILY PLANNING  
VENEREAL DISEASE

\*\*\*\*\*

EXTENSION CLINIC



RECEIVED  
JUL 29 1993  
Office of the  
Northeastern Area Council

UPPER  
HUDSON  
PLANNED  
PARENTHOOD\*



RECEIVED

DEC 12 1994

Office of Health Systems Management  
Northeastern Area Office

December 8, 1994

Ms. Mary Ann Tosh  
Office of Health Systems Management  
NYS Department of Health  
Northeastern Area Office  
Frear Building, 2nd Floor  
Fulton & Third Streets  
Troy, New York 12180

Dear Mary Ann:

I would like to follow-up on our phone conversation of December 6, 1994. Upper Hudson Planned Parenthood applied to OHSM to amend our license to include outpatient surgery and primary care. We received a letter stating that a site visit was required before these services could be added. We hope that you can assist us with the following requests:

1. Although we submitted only one application for both services, we would like to move ahead with outpatient surgery (diagnostic D&C, skin biopsy, LEEP). Could this be approved separately so we can begin implementing our program expansion?
2. We have been told that other agencies were not required to have a site visit to approve primary care (i.e. Planned Parenthood of [redacted] Counties and Planned Parenthood [redacted]). Would it be possible to waive the site visit and add both outpatient surgery and primary care at this time?

Any help you could give us with this would be greatly appreciated. We are eager to move forward with the provision of outpatient surgical services for our patients.

Sincerely,

[redacted]  
Director of Patient Services

Central Office:

[redacted]  
(518)  
Fax (518)

Branch Offices

[redacted] SERVING [redacted] RENSSELAER, [redacted] COUNTIES



# STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower

The Governor Nelson A. Rockefeller Empire State Plaza

Albany, New York 12237

Mark R. Chassin, M.D., M.P.P., M.P.H.  
*Commissioner*

Paula Wilson  
*Executive Deputy Commissioner*

January 24, 1994

OFFICE OF HEALTH  
SYSTEMS MANAGEMENT

Raymond Sweeney  
*Director*

Brian Hendricks  
*Executive Deputy Director*

RECEIVED

JAN 24 1994

BUREAU OF  
PROJECT MANAGEMENT

[REDACTED]  
Executive Director  
Upper Hudson Planned Parenthood  
[REDACTED]

RE: Addition of Primary Care and  
Outpatient Surgery Services to the  
operating certificates of [REDACTED]  
[REDACTED]

Dear [REDACTED]:

We have received your request to add primary care and outpatient surgery services to the operating certificates at the above referenced sites. The request has been reviewed pursuant to Section 710.1(c)((6)(iii)) of the Code which authorizes the Department to certify services under certain conditions without the need for filing a certificate of need application.

With the understanding that two part-time staff persons will be hired at a cost of \$30,000 and no constructions costs will be incurred, your request to add primary care and outpatient surgery services is hereby approved. The area office should be contacted to arrange for a review of the manuals and a preopening survey, if deemed appropriate, before the amended operating certificate is issued.

A copy of the approved list of surgical procedures for outpatient surgery 10NYCRR 85.6(f)(7) and the ambulatory surgery 10NYCRR 85.(f)(9) is attached. The procedures listed under 10NYCRR 85.6(f)(9) may only be offered by facilities formally licensed as an ambulatory surgical center, and medicaid reimbursement for these procedures will be available only to such licensed ambulatory surgical centers. If you have any questions about these requirements, please call the Bureau of Alternative Delivery Systems at (518) 474-5514.

I trust this information is useful.

Sincerely,

William J. Gormley  
Deputy Director  
Division of Health Facility Planning



November 1, 1993

Mr. Phillip Sgarlata,  
Special Assistant  
Division of Health Facilities Planning  
1743 Corning Tower  
Albany, New York 12237

Division of Health Facility Planning  
**RECEIVED**

Re: Operating Certificate # 0101204R

Dear Mr. Sgarlata:

NOV 02 1993

Upper Hudson Planned Parenthood proposes to add primary care services (including outpatient surgery) to its operating certificate at all of its full time site locations. UHPP's service area includes [REDACTED] and Rensselaer counties although we attract patients from a broader area which includes the surrounding counties of [REDACTED] and [REDACTED].

The population which we serve is primarily low income women of child-bearing age. Staff have noted for some time the difficulties in obtaining referrals for poor patients with health care needs beyond the scope of reproductive health care. Additionally, when referrals are made, follow-up information on care received at off-site locations is also difficult to obtain, resulting in potential quality of care problems.

We would like to expand our services in order to ensure continuity of care and the provision of services without delay. Primary care and outpatient surgery services will be folded into the current activities at our centers and will require modest modification of patient scheduling, clinical routines and staffing. Since approximately half of our existing mid-level clinician staff are certified in adult medicine and we already employ a .1 FTE Family Practice physician, our preliminary estimates suggest that we will need to add only a .20 FTE mid-level clinician and increase our Family Practice physician to .5 by mid-year.

[REDACTED]  
Executive Director

[REDACTED]  
Central Office:

[REDACTED]  
Fax

[REDACTED]  
Branch Offices

Following is a listing of our site locations with PFI numbers for your convenience (as suggested by the Office of Health Systems Management):

SERVING [REDACTED] RENSSELAER [REDACTED] COUNTIES

PFI [REDACTED]  
PFI [REDACTED]  
PFI [REDACTED]  
PFI [REDACTED]

Typical diagnoses or conditions that may be seen in UHPP's expanded role are listed below by system.

### **Genitourinary**

Amenorrhea	PID
Bartholomew's Gland Abscess	UTI
Dysfunctional Uterine Bleeding	Vaginitis
Sexually Transmitted Diseases	Dysmenorrhea
Cervical Problems	Endometriosis
Ovarian Cyst	Pregnancy

### **Skin**

Acne	Dermatitis
Psoriasis	Warts
Sebaceous Cyst	Skin tags
Minor Lacerations	

### **Musculoskeletal**

Arthritis	Tendonitis
Bursitis	Back Pain
Strains, Sprains, and minor trauma	

### **HEENT**

Pharyngitis, strep or viral	Impacted Ceruman
Rhinitis	Otitis Media
Conjunctivitis	Anemia
Upper Respiratory Infection	Sinusitis

### **Respiratory**

Asthma	Influenza
Pneumonia	Bronchitis

### **Cardiovascular**

Peripheral Vascular Disease	Angina
Atherosclerotic Heart Disease	Edema
Congestive Heart Failure	Hypertension

### **Gastrointestinal**

Abdominal Pain	Gastroenteritis
Cholelithiasis	Gastritis
Irritable Bowel Syndrome	Hemorrhoids
Peptic Ulcer Disease	Constipation

## **Neurological**

Anxiety	Seizure Disorder
Depression	Headache
Syncope	Migraine
Trauma	Vertigo
Transient Ischemic Attacks	Tinnitus

## **Endocrine**

Breast Mass	Hyperthyroidism
Diabetes	Hypothyroidism

Examples of procedures that will be performed with the addition of primary care and outpatient surgery on our operating certificate include:

EKG	Audiometry
Anoscopy	Nebulizer
Ear Irrigation	Allergy Testing
Spirometry	Allergy Injections
D & C	Adult Immunization
Therapeutic Injections	Throat Cultures
Incision and Drainage of Abscess	

UHPP estimates first year operating revenues of \$47,000; first year expenses of \$40,000; and start-up costs of \$60,000. Start-up expenses will include staff training, protocol development, supply and equipment purchases. Start-up is scheduled for March 1, 1994.

The patient population to be served by these additional services will be typical of that already served by UHPP; however, the proposed expansion will result in an estimated 5% increase in patient visits in the first twelve (12) months of operation.

We are well aware of the state's shortage of primary care providers and the need for providers in the counties we serve. In a July 2, 1993 article in the Times Union, Michael Hoblock (Albany County Executive) "pointed out there is a shortage of primary care providers and that is one of the issues that will have to be considered by the (surrounding) counties in pooling their efforts"<sup>1</sup>. As a family planning provider we are often the entry point in health care for many high risk, hard to reach women and adolescents.

We are eager to implement this program expansion in each of the three counties we serve to improve primary care access and continuity of care. Therefore, we request approval to add primary care and outpatient surgery services at our centers as specified above.

We will be happy to answer any questions which you have. Please contact either [REDACTED] or myself at [REDACTED]

Sincerely,

[REDACTED]  
Executive Director

<sup>1</sup> "Officials to Consider Regional Health Program", The Times Union, July 2, 1993.



# STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

February 16, 1995

OFFICE OF HEALTH  
SYSTEMS MANAGEMENT  
Raymond Sweeney  
*Director*  
Brian Hendricks  
*Executive Deputy Director*

[REDACTED]  
Interim Executive Director  
Upper Hudson Planned Parenthood  
[REDACTED]

RE: 942471  
UPPER HUDSON PLANNED PARENTHOOD,  
INC.  
(RENSSELAER COUNTY)  
CERTIFY CEDAR PROFESSIONAL PARK  
EXTENSION CLINIC, ADD PRENATAL CARE  
TO ALL OPERATING CERTIFICATES

Dear [REDACTED]

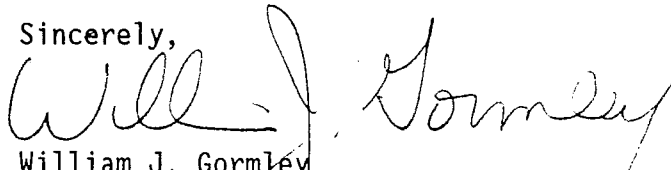
The submitted material has been reviewed and found acceptable for the purpose of meeting the following contingency:

- #1. Submit an architect's/engineer's letter certifying code conformance.

This contingency is hereby deemed met. All contingencies on this project have been satisfied effective this date. Contact the Northeastern Area Office of the Office of Health Systems Management to complete project requirements in order to assure reimbursement and/or the issuance of a revised operating certificate.

Please be reminded that your assigned project completion date is January 31, 1997. Please contact Mr. Domanski of the Bureau of Project Management at (518) 473-7915 if you have any questions regarding this letter.

Sincerely,

  
William J. Gormley  
Deputy Director  
Division of Health Facility Planning

cc: Ms. Leeds  
Mr. Stanley  
Mr. Morris  
Mr. Riviello - 19th Fl.  
Mr. Johansson  
Ms. Michalski





# STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Bldg.

January 31, 1995

[REDACTED]  
Interim Executive Director  
Upper Hudson Planned Parenthood  
[REDACTED]

RE: 942471  
UPPER HUDSON PLANNED PARENTHOOD,  
INC.  
(RENSSELAER COUNTY)  
CERTIFY CEDAR PROFESSIONAL PARK  
EXTENSION CLINIC, ADD PRENATAL CARE  
TO ALL OPERATING CERTIFICATES  
ESTIMATED CAPITAL COST: \$-0-  
OPERATING COST IMPACT: \$308,000

Dear [REDACTED]

The Office of Health Systems Management has reviewed your application in accordance with Section 710.1 of the State Hospital Code. We are pleased to inform you that your project has been approved administratively with the following contingency:

1. Submission of a Letter of Certification by an Architect/Engineer licensed to practice in New York State. Pursuant to Department of Health, Health Facilities Series 88-52 (6-30-88):

The written Certification in the above requirements to this part shall be prepared and signed by an Architect/Engineer licensed by New York State. Should violations be noted upon review of documents or found at the time of on-site inspections, or surveys, such violations shall be corrected without additional costs allowed for reimbursement beyond costs previously approved per 10 NYCRR 710.1(3)(iii)(b). A sample of an acceptable letter of certification is enclosed. (AER)

Two copies of information which is responsive to this contingency should be sent to the Bureau of Project Management within 60 days of the date of this letter. If the requested information is not submitted within the time frame(s) set forth, the project shall be deemed abandoned pursuant to 10 NYCRR 710.10(c)(1).

You must receive notification from the Department that plans, specifications or reports required by the Bureau of Architectural and Engineering Facility Planning are acceptable, and that any contingencies noted above have been satisfied before construction may commence.

Please note that this project has been approved at a capital cost of \$-0-. Any change in the capital cost requires the prior approval of the Commissioner before construction or the purchase of equipment.

If any project scope other than that which is described in your application is desired, submission of a new or amended application will be necessary for our review and approval.

When your project is complete, please send written notification to:

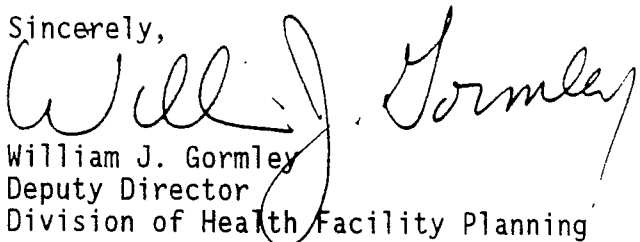
Ms. Laura Leeds  
Area Administrator  
Northeastern Area Office of Health  
Systems Management  
Frear Building, Second Floor  
Fulton & Third Streets  
Troy, New York 12180

so that an on-site visit can take place in order to verify that the project has been completed in accordance with all applicable regulations and conditions. A copy of this written notification should be sent to the Bureau of Project Management. Please be informed that this project must be completed within two (2) years of this approval letter or it shall be deemed abandoned pursuant to 10 NYCRR 710.10.

Upon completion of the on-site survey by the Area Office, a revised operating certificate will be transmitted to your facility.

Please contact Mr. Morris of the Bureau of Project Management at (518) 473-7915 if you have any questions regarding this letter.

Sincerely,

  
William J. Gormley  
Deputy Director  
Division of Health Facility Planning

Enclosure

cc: Ms. Leeds  
Mr. Stanley  
Mr. Morris

04/04/95

DIAGNOSTIC &amp; TREATMENT CENTER

07/31/95

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1UPPER HUDSON PLANNED PARENTHOOD  
INCOPERATOR VOLUNTARY CORPORATION  
UPPER HUDSON PLANNED PARENTHOOD  
INCHAS BEEN GRANTED THIS OPERATING CERTIFICATE PURSUANT TO ARTICLE 28  
OF THE PUBLIC HEALTH LAW FOR THE SERVICE(S) SPECIFIED:HEALTH EDUCATION  
PRENATALCANCER DETECTION  
OUTPATIENT SURGERY  
PRIMARY MEDICAL CAREFAMILY PLANNING  
PART TIME CLINICS  
VENEREAL DISEASE\*\*\*\*\*  
OTHER AUTHORIZED LOCATION(S) 3  
UPPER HUDSON PP INC\*\*\*\*\*  
UPPER HUDSON PP INC\*\*\*\*\*  
EXTENSION CLINIC