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HENRY M. HOCHERMAN
OF COUNSEL

December 18, 2012

*Via Electronic Mail and
Federal Express - A.M. Delivery*

Hon. Peter Koffler, Chairman
and Members of the Zoning Board of Appeals
Village of Sleepy Hollow
28 Beekman Avenue Municipal Building
Sleepy Hollow, New York 10591

*Re: Open Door Family Medical Center
Application for Parking Variance(s) and an Appeal
from the Determination of the Building Inspector
300 North Broadway, Sleepy Hollow, New York
Tax Identification No.: Section 115.11, Block 4, Lot 27*

Dear Chairman Koffler and Members of the Board:

As you are aware, we represent Open Door Family Medical Centers, Inc. ("Open Door") on its pending application to your Board seeking parking and area variances to employ the building it owns at 300 North Broadway (the "Property") as a non-profit family medical office. Late in the day on December 13, 2012, we received the December 12, 2012 letter from Village Architect Sean E. McCarthy (the "December 12th Letter") which contains some legitimate requests for salient information and a number of statements and requests for information that go well beyond what is material and relevant to Open Door's pending application for area variances. It is unclear whether the requests in the December 12th Letter were generated by your Board and we are concerned that some seem to be expressed in a negative tone.

At the Board's November 14, 2012 hearing, we also were provided with a copy of Mr. McCarthy's Memorandum dated a month earlier, i.e., October 15, 2012 (the "Memorandum"), in which a number of legal requirements and standards were stated as bearing on, if not controlling, this Board's review of the requested variances. Much of the Memorandum constitutes "legal advice" that is

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in many respects inaccurate and, in fact, patently wrong. We are writing to respond to the December 12th Letter and the Memorandum, to identify those improper requests for information we respectfully submit must be ignored by the Board, and to clarify the correct legal standards and requirements by which Open Door's application must be evaluated.

Response to Letter of December 12, 2012

Items 1 and 2. *Provide a site plan and an analysis of off-site parking:*

Attached hereto is a letter dated June 5, 2012 prepared by Andrew V. Tung, ASLA, Esq., LEED AP, a partner in the planning and engineering firm of Divney Tung Schwalbe, in which he analyzes the availability of parking on the campus of Phelps Memorial Hospital ("Phelps"). Therein, he concludes that the available parking on the Phelps campus for development in accordance with that site's master plan exceeds the applicable zoning requirements by 491 spaces. Clearly, there is an overabundance of capacity to accommodate the demand for the minimal number of spaces which will be generated by the professionals, residents and staff who will be employed at the Property.

No separate site plan for the Phelps campus is being prepared in light of the fact that the approved Master Plan for Phelps is on file with the Town and a site plan amendment earlier this year added 32 parking spaces. The small increase in parking demand generated by Open Door for spaces on the Phelps campus does not justify the preparation of a new site plan.

Item 3. *Provide resolution of Board of Trustees approving the hiring of a crossing guard:*

The request is premature. In this coordinated environmental review under the State Environmental Quality Review Act ("SEQRA"; collectively referring to Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R. Part 617) the Board of Trustees cannot act until the lead agency, the Planning Board, has issued a negative declaration or accepted a final environmental impact statement. *See* 6 N.Y.C.R.R. 617.3(a) and (c); 617.11(c). The correct procedure is to incorporate the requirement for a crossing guard in this Board's (or the Planning Board's) resolution of approval or as conclusions under SEQRA, should your Board or the Planning Board consider such a measure to be necessary mitigation.

Item 4. *Indicate number of patients of Open Door who are residents of Sleepy Hollow:*

The request is improper as it seeks information which is irrelevant to the exclusive factors which are to be considered on an area variance application under Section 7-712-b(3)(b) of the Village Law and Section 450-80C(2)(b) of the Village Code. Identification of the municipality in which a patient resides might have peripheral relevance to political issues, but has none to the potential impacts

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of the land use, where, as here, the information previously provided regarding the number of patients who walk to the facility and live within walking distance of the Property fully addresses any relevant concerns as to the relationship between the locations of patients and potential parking and traffic impacts.¹

Items 5 and 6. *Provide a copy of the building feasibility study for the existing 80 Beekman Avenue site and proof to support the statement that Open Door was unable to use the second floor:*

Previous submissions and testimony demonstrated why the 80 Beekman Avenue site is insufficient to accommodate Open Door's needs. No comprehensive written "feasibility study" was prepared contemporaneously with Open Door's decision to relocate its operations to the Property. However, attached hereto are letters from Hallama & Pelliccione, LLC, Consulting Structural Engineers, and Scully Construction, dated September 11, 2009 and September 16, 2009, respectively, detailing the structural deficiencies in the second floor of the building at 80 Beekman Avenue, which were the landlord's responsibility to correct (defects about which the Village Building Department was fully informed at the time). The landlord took steps to remedy the problems *only after* Open Door completed its purchase of the Property. Of course it must be remembered that the Beekman Avenue facility has no off-street parking (as opposed to the seven fully conforming spaces that could be provided on the Property), that the organization which accredits residency programs advised Open Door that the facility was inadequate, and that installation of the elevator which would have been necessary to meet the requirements of the Americans With Disabilities Act would have been inordinately costly.

Item 7. *Provide a copy of the lease agreement with Phelps:*

A signed copy of the parking agreement with Phelps is provided with this letter.

Item 8. *Provide a copy of the employment agreement regarding the use of off-site parking:*

Open Door has versions of written employment policies that vary by site. Attached for the Board's information is proposed draft language with respect to employee parking which is to be incorporated in the written policy which will be adopted for the medical office on the Property.

¹ The question of whether patients reside within or outside of the Village is arguably an impermissible one, as zoning cannot regulate the details of the operation of a business (*See Louhal Properties, Inc. v. Strada*, 191 Misc.2d 746, 743 N.Y.S.2d 810 (Sup. Ct. Nassau Co. 2002), *aff'd* 307 A.D.2d 1029, 763 N.Y.S.2d 773 (2d Dep't 2003), as opposed to the use of the land.

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Item 9. *Amend the traffic study to include available parking during Saturday hours:*

The field work to gather such information has already occurred. Once the information is compiled into a formal report from the traffic expert it will be provided to the Board.

Item 10. *Define Family Medical Residency Outpatient Program:*

The Family Medical Residency Outpatient Program, is simply different terminology for the “Joint Family Residency Program,” the operational aspects and details of which have been described in exhaustive detail during this process.

Item 11: *Indicate if the Family Medicine Program accepts other than low-income families:*

Under federal law, as a Federally Qualified Health Center, Open Door must make services available to patients of all income levels. As a practical matter, almost all of Open Door’s patients have low incomes. In light of this fact, the question seems to seek information regarding Open Door’s internal operational characteristics which have virtually no nexus to any potential land use or environmental impact and, therefore, the question is impermissible. *See generally Louhal Properties, supra.*

Response to McCarthy Memorandum of October 15, 2012

The legal advice in Item 1 of the Memorandum, that Open Door needs to reapply for the various setback variances previously issued on the application by Grotto Holding Corporation, is incorrect, with the possible exception of the need for a side-yard variance based on the minor incursion into that setback of a small portion of the addition to the building for the stairway and entrance. As your Board is undoubtedly aware, absent a valid time limitation contained in the text of a variance, that variance runs with the land and is in effect for subsequent landowners. *See St. Onge v. Donovan*, 71 N.Y.2d 507, 527 N.Y.S.2d 721 (1988); *Jones v. Zoning Board of Appeals of Town of Oneonta*, 90 A.D.3d 1280, 934 N.Y.S.2d 599 (3d Dep’t 2011). Here, under the Village Code, a variance expires unless construction is commenced within one year after its issuance. No such expiration has occurred; therefore, there is no need for re-application.

Nor does Mr. McCarthy’s citation to Section 62-7B of the Zoning Ordinance provide any basis to support his contention that Open Door needs to obtain variances for the front-yard and rear-yard setbacks which are unaffected by the minimal change to the building on its northern corner. That provision reads as follows:

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No building shall hereafter be erected and no existing building shall be moved, altered, added to or enlarged, nor shall any land or building or portion of a building be used, designed or arranged to be used for any purpose unless in conformity with all of the regulations herein specified for the district in which it is located.

In this instance, because variances were previously granted for the front-yard and rear-yard setbacks, no new variance(s) is required from those zoning restrictions. As the area variances allowed the existing incursions into the required yards, as to those yards the plan is “in conformity” with the Zoning Ordinance. *Hoffman v. Gunther*, 245 A.D.2d 511, 513, 666 N.Y.S.2d 685, 686 (2d Dep’t 1997), *lv. denied*, 92 N.Y.2d 801, 677 N.Y.S.2d 71 (1998) (holding that an area variance was not required to change the roofline within the side-yard setback, stating: “when the side-yard variance was granted in 1979, the petitioner’s property ceased to be nonconforming”); *see Pavone v. Planning Board of Town of Huntington*, 131 A.D.2d 674, 516 N.Y.S.2d 753 (2d Dep’t 1987) (finding that variances issued for lot width and setback created conforming lots for which subdivision approval could not be denied based on deviation from the zoning ordinance); *see generally James v. Town of New Hartford, County of Oneida*, 49 A.D.2d 247, 250, 373 N.Y.S.2d 938, 941 (4th Dep’t 1975) (recognizing that restrictions applicable to alterations of nonconforming uses did not apply to modifications of a building which received a variance to permit the use and thereby made it zoning compliant).²

Notably, advice in the Memorandum contained in Items 2, 5 and 6, both with respect to the side-yard setback variance necessitated by the addition to the building and the variances related to compact car and non-transient parking, would have the Board apply the incorrect legal standard. With respect to the spaces for compact cars and non-transient spaces the Memorandum states: “the ZBA needs to find that the applicant has explored all design possibilities to eliminate the need for the variance,” and as to the side yard variance advises that the Board will need to determine that there is no other alternative solution to create an entrance and stair. Mr. McCarthy’s legal opinion stems from a misreading of the applicable standards. As set forth in our letter of September 14, 2012, Section 7-712-b(3)(b) of the Town Law and Section 450-80C(2)(b) of the Zoning Ordinance provide the exclusive criteria upon which your Board must base its area variance determination. The overriding factor is a weighing of the benefit to the applicant if the variance is granted against the detriment to the health, safety and welfare of the neighborhood or community flowing from the variance. Both state law and the Village Code set forth five subsidiary factors to be considered in connection with that

²The requirement for the side yard variance exists because an approximately 5-square-foot section of the stairway/entry addition to the building is located within the setback, although no portion of the building is any closer to the property line than the building is at present. It is clearly a *de minimis* expansion which does not impact the neighboring property owner any more than the variance which was granted to Grotto Holding Corp.

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balancing of benefit versus detriment. The second of these criteria (apparently the one on which Mr. McCarthy relies) is “whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance.” Village Law §7-712-b(3)(b)(2). On its face, this criterion does not require a showing that there is no other alternative or that an applicant has explored all design possibilities to eliminate the need for a variance; rather, it takes into account whether the applicant can achieve its specific desired benefit by employing a truly feasible alternative to an area variance. *See Baker v. Brownlie*, 248 A.D.2d 527, 670 N.Y.S.2d 216 (2d Dep’t 1998) (annulling the determination of the zoning board to deny an area variance to allow a patio extending 28 feet into a 40-foot setback based on that board’s finding that there were other locations on the site for a patio, because the applicant’s goal was to have a patio which overlooked the ocean, a result which could not be achieved at another location).

Here, Open Door’s goal is to occupy a property which meets its requirements, including the programmatic and regulatory mandates of the Joint Family Residency Program. As set forth in the other submissions, Open Door, in fact, reviewed a number of alternatives in the context of other locations, none of which proved to be feasible to achieve its goals. With respect to the Property, given the size and location of the existing building, the area available on the Property for parking and circulation and the location of the curb cut on Route 9, the number of alternatives for a parking arrangement is extremely limited. In fact, Open Door has now submitted a revised site plan with an alternative parking configuration that has eliminated all non-transient and compact car spaces. Based on the existing configuration of the building and parking area and the important goal of avoiding access from New Broadway, no feasible alternatives exist for locating the expansion for the stair/entryway elsewhere on the Property. The proposed design maximizes the number of conventional parking spaces on the Property to the maximum extent practicable, provides for seven conventional-sized spaces and locates the building addition in the most logical spot. The testimony of Open Door’s architect will show that no feasible alternative design advancing Open Door’s objective exists which eliminates the need for an area variance and that the proposed site plan is the most logical and least impactful approach to achieve the benefits sought by Open Door. Significantly, Open Door’s submissions to the Board also demonstrate its willingness, but inability, to secure parking close to the Property.³

In any event, the question of an analysis of the feasible alternatives is but one of five factors to be considered in weighing the benefit of granting the variance versus the detriment to the community which will flow therefrom, and is not, in and of itself, dispositive. *See Lopez v. Zoning Board of*

³In this Board’s answering papers in the Article 78 proceeding titled *99 Main Street, LLC v. Village of Sleepy Hollow* (Index No. 3836-12), which challenged the issuance of the area variance to a grocery store allowing it to operate with four off-street parking spaces where 20 are required, it was noted in an affidavit of one of the Board members, sworn to August 30, 2012, that the applicant’s unsuccessful efforts to secure parking at nearby parking lots satisfied the requirement that the applicant show it could not achieve the benefit it sought by a method feasible for it to pursue other than the parking variance.

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Appeals of the Incorporated Village of Hempstead, 2010 W.L. 27977908 (Sup.Ct. Nassau Co. 2010) (recognizing that no single statutory consideration is determinative in assessing an area variance application); *Verdeland Homes, Inc. v. Board of Appeals of Town of Hempstead*, 13 Misc.3d 1227(a), 831 N.Y.S.2d 351 (Table) (Sup.Ct. Nassau Co. 2006 (to the same effect)). Contrary to Mr. McCarthy's contention, Open Door does not have to show that it has explored and eliminated all conceivable design possibilities in order to obtain the requested variances.

To the extent that Items 3 and 7 of the Memorandum rely on conditions contained in the Planning Board's Site Plan Resolution of November 20, 2008 for the Grotto application as requiring a new variance from the buffer area requirement and providing impediments to the Board's grant of the requested variances, its approach is misguided. Limitations included in that Resolution relating to the transferability of the site plan approval, building occupancy and the permitted type of offices, are simply not relevant to the issues being considered by this Board. They certainly do not affect the controlling principle that the existing variance as to buffer area runs with the land. While the Planning Board will presumably have to wrestle with the question of whether these conditions still have relevance in the context of the new site plan which has been submitted by Open Door for its non-profit medical office use, they are not significant with respect to this Board's application of the salient area variance criteria to Open Door's proposal; they certainly do not bind this Board on the present application.

As was set forth in our letter of September 14, 2012, the position taken by Mr. McCarthy (now in Item 10 of the Memorandum), that a variance is needed from both the maximum 250-foot separation distance requirement from off-site parking and the minimum number of spaces required for on-site parking, is quite simply wrong. Only the latter variance is necessary. The question of whether or not the parking on the Phelps campus will perform a useful function in helping to fulfill the parking needs of the proposed use, in light of the anticipated parking policy for employees, staff and Residents and the required use of the shuttle service between the Phelps campus and the Property, is to be considered solely in the context of granting the parking area variance for the Property. The distance of the off-site parking from the Property is one factor which goes into the determination of whether the variance from the requirement for 40 spaces is appropriate. However, what should be the dispositive factor is the studies showing that the on-site parking will be adequate. In short, no separate variance is required for the use of the Phelps site.

Finally, the suggestion in Item 9 of the Memorandum that Open Door should design a hypothetical development of the Phelps site (e.g., prepare a site plan) to show that it will adequately handle the off-site parking on that campus is without any legal support and is, in fact, insupportable. The Board is again respectfully referred to Mr. Tung's letter of June 5, 2012, which clearly shows the adequacy of the parking at Phelps to fulfill the parking needs of Open Door's staff and professionals.

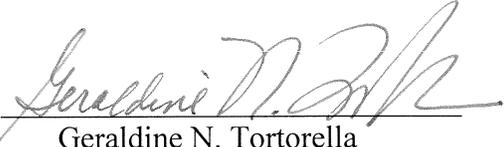
HOCHERMAN TORTORELLA & WEKSTEIN, LLP

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We trust this analysis will prove helpful.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By: 
Geraldine N. Tortorella

GNT:cv

Enclosures

cc: *(via electronic mail w/encs.)*

Janet Gandolfo, Esq.

Mr. Sean McCarthy

Ms. Lindsay Farrell

Ms. Anita Wilenkin

Kyle C. McGovern, Esq.

Gary Gianfrancesco, AIA, AICP

Bernie Adler, P.E.

Michael P. O'Rourke, P.E.

June 5, 2012

Mr. Kyle C. McGovern, Esq.
Lyons McGovern LLP
399 Knollwood Road
White Plains, New York 10603

Re: Phelps Memorial Hospital Master Plan
Sleepy Hollow, New York

Dear Mr. McGovern:

In response to your inquiry regarding the zoning status of the "Master Plan" parking supply on the Phelps Memorial Hospital campus, we offer the following:

1. Divney Tung Schwalbe has served as Phelps's planning consultant since the submission of its "Master Plan 2004" application for site plan approval to the Village of Sleepy Hollow Planning Board in March, 2004.
2. At the time of the Master Plan 2004 application, the Phelps campus contained approximately 870 parking spaces that served the existing hospital and associated uses, including the 777 Medical Office Building, James House and Robin's Nest day care facility. Although this number of spaces was estimated to exceed the zoning requirement for the hospital site at the time, Phelps elected to calculate its additional parking requirement based solely on the proposed Master Plan 2004 program additions on the campus.
3. Under Master Plan 2004, Phelps proposed to make certain improvements within the hospital site, including relocating the Emergency Department, constructing a Medical Services Building to house hospital functions as well as physicians' offices, and expanding the child care facility. As the Sleepy Hollow zoning code requirement for hospital parking is "2 spaces per patient bed," and the number of patient beds at Phelps was to remain unchanged, no new spaces would be required by zoning for the hospital improvements.

Mr. Kyle C. McGovern
Re: Phelps Memorial Hospital Master Plan

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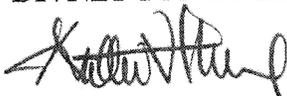
While 203 spaces were required by the zoning code for other proposed improvements (200 for the offices and 3 for the child care expansion), 435 spaces were to be constructed, exceeding the zoning requirement by 232. See attached Zoning Compliance Table from the March, 2004 application. The Planning Board issued its site plan approval for the Master Plan 2004 proposal in November, 2004.

4. Phelps subsequently obtained approvals for amendments to the Master Plan 2004 site plan approval that further increased the amount of parking on the campus without changing the Master Plan program, including the 2005 amendment that permitted the construction of the 750-space parking garage and the elimination of certain surface parking areas. The attached Zoning Compliance Table from the December, 2008 amendment application shows 203 spaces required and 663 spaces proposed, exceeding the zoning requirement by 460.
5. In its recent 2012 application to the Planning Board for a site plan amendment related to the Robin's Nest building and site improvements, Phelps increased its parking requirement under the zoning code for the Master Plan 2004 program by one to 204 (200 for the offices and 4 for the child care expansion). As part of this amendment, it subsequently obtained approval to construct approximately 32 additional parking spaces in the Robin's Nest area, which when completed would bring the total Master Plan 2004 spaces on the campus to 695, exceeding the zoning requirement by 491.

Please contact me should you have any questions or require further documentation of the applications or approvals described herein.

Very truly yours,

DIVNEY TUNG SCHWALBE, LLP



Andrew V. Tung, ASLA, Esq., LEED AP
Partner

Enclosures

cc: Vincent Forgione, Phelps Memorial Hospital Center

Phelps Memorial Hospital Center
Sleepy Hollow, New York

ZONING COMPLIANCE TABLE

Reference*	H (Hospital) District Requirement	Required/Permitted	Proposed
Table; Schedule of Regulations, Part II	<u>Minimum Lot Size</u>	10 acres	61.2 / 68.6 acres
Table; Schedule of Regulations, Part II	<u>Minimum Lot Width</u>	400 ft.	1,150 ft.
Table; Schedule of Regulations, Part II	<u>Maximum Lot Coverage</u>		
	- Permitted Principal Uses	15 %	8.3%
	- Permitted Accessory Uses	15 %	14.7%
	- Maximum Total Lot Coverage	25 %	23.0%
Table; Schedule of Regulations, Part II	<u>Required Yards and Open Space - Hospital Principal Use</u>		
	- Front	300 ft.	900 ft.
	- One Side	300 ft.	300 ft.
	- Both sides	600 ft.	700 ft.
	- Rear	300 ft.	800 ft.
Table; Schedule of Regulations, Part II	<u>Required Yards and Open Space - Hospital Accessory Use</u>		
	- Front	300 ft.	300 ft.
	- One Side	50 ft.	50 ft.
	- Both sides	100 ft.	150 ft.
	- Rear	300 ft.	600 ft.
Table; Schedule of Regulations, Part II	<u>Maximum Height</u>		
	- Hospital Principal Use	100 ft.	70 ft.
	- Hospital Accessory Use	50 ft.	20 ft.
Section 62-14E	<u>Required Parking Spaces</u>		
	- Hospital: 2 per patient bed	0 (no new beds)	
		x 2 = 0	
	- Office Building: 1 per 300 sf	60,000** sf /	
		300 = 200	
	- Nursery: 1 per 10 students accommodated	30 students / 10	
		= 3	
	<u>Total</u>	203	435

* Zoning, Chapter 62, Village of Sleepy Hollow Code (January 2002)

** Medical Services Building, Floors 3, 4 and 5

(from March 4, 2004 application)

Phelps Memorial Hospital Center
Sleepy Hollow, New York

ZONING COMPLIANCE TABLE

Reference*	H (Hospital) District Requirement	Required/Permitted	Proposed
Table; Schedule of Regulations, Part II	<u>Minimum Lot Size</u>	10 acres	68.5 acres
Table; Schedule of Regulations, Part II	<u>Minimum Lot Width</u>	400 ft.	1,150 ft.
Table; Schedule of Regulations, Part II	<u>Maximum Lot Coverage</u>		
	- Permitted Principal Uses	15 %	8.4%
	- Permitted Accessory Uses	15 %	12.1% (a)
	- Maximum Total Lot Coverage	25 %	20.5%
Table; Schedule of Regulations, Part II	<u>Required Yards and Open Space - Hospital Principal Use</u>		
	- Front	300 ft.	900 ft.
	- One Side	300 ft.	300 ft.
	- Both sides	600 ft.	700 ft.
	- Rear	300 ft.	800 ft.
Table; Schedule of Regulations, Part II	<u>Required Yards and Open Space - Hospital Accessory Use</u>		
	- Front	300 ft.	300 ft.
	- One Side	50 ft.	50 ft.
	- Both sides	100 ft.	150 ft.
	- Rear	300 ft.	600 ft.
Table; Schedule of Regulations, Part II	<u>Maximum Height</u>		
	- Hospital Principal Use	100 ft.	70 ft.
	- Hospital Accessory Use	50 ft.	40 ft. 6 in.
Section 62-14E	<u>Required Parking Spaces</u>		
	- Hospital: 2 per patient bed	0 (no new beds) x 2 = 0	
	- Office Building: 1 per 300 sf	60,000** sf / 300 = 200	
	- Nursery: 1 per 10 students accommodated	30 students / 10 = 3	
	<u>Total</u>	203	663 (b)

* Zoning, Chapter 62, Village of Sleepy Hollow Code (February 2003)

** Medical Services Building, Floors 3, 4 and 5

(a) Includes Robin's Nest overflow parking area.

(b) Does not include Robin's Nest overflow parking area.

**Hallama &
Pelliccione, LLC**
CONSULTING STRUCTURAL ENGINEERS

Donald J. Hallama PE
Joseph F. Pelliccione PE

September 11, 2009

4 Landmark Square
Suite 170
Stamford, Connecticut
06901
Tel: 203/327-0408
Fax: 203/359-9190
e-mail: hpvdp@snet.net

Mr. Brian Keating
Scully Construction, LLC
141 Lafayette Av.
North White Plains, NY 10603

Re: Open Door Family Medical Center
Sleepy Hollow, NY
Roof Framing Assessment
09/3764

Dear Brian:

At your request, we inspected the exposed roof framing at the Open Door facility in Sleepy Hollow. We conducted the inspections on September 10, 2009 in your company. Our inspections have resulted in an immediate need for a make-safe program of shoring. Two wood roof truss assemblies are in or near failure-mode and can collapse without warning. Other trusses must be inspected at the bearings to determine if localized shoring may be required there.

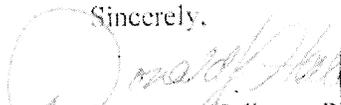
The temporary shores can be installed down to the 2nd floor level as an expeditious means to prevent catastrophic failure. Please note that the shoring must not be considered permanent. A permanent engineered solution to the truss replacement should be developed as soon as possible to restore the structural integrity of the roof system. Roof rafters and decking appear to be compromised in areas as well and may require replacement of specific elements.

Your letter of September 11, 2009 is accurate and expresses the urgency well. Delay is not considered an option for the tenant/owner as regards approval of the shoring work required. As a design professional, I am obliged to follow-through on unsafe conditions, particularly in occupied structures such as this.

We understand that the tenant is in the process of evacuating the premises. Once the shores are in place, inspected and approved, the tenant can re-occupy the 1st floor space. Additionally, after shoring installation is complete, your forces can cut access holes in the existing roof decking to assess the interstitial space between the two roof structures.

Please call when the work is complete so we may inspect it and get the tenant back in as soon as possible.

Sincerely,


Donald J. Hallama, PE
Partner





Scully Construction, LLC
141 Lafayette Avenue
No. White Plains, NY 10603

Telephone: 914.682.8088
Facsimile: 914.682.0580

September 16, 2009

Mr. Martin Krauss
Facilities Manager
Open Door Family Medical Center
165 Main Street
Ossining, N.Y. 10562

Re: Sleepy Hollow- 2nd Floor Structural Inspection

Dear Marty,

I met today with Donald Hallama, P.E. at your Sleepy Hollow facility to inspect the existing roof framing that was installed over the older flat roof. The purpose of this inspection was two-fold. The first purpose was to ascertain if the newer roof framing was bearing, in any way, on the older flat roof framing. The second was to determine the adequacy of the newer roof structure and the method of it's construction.

Based on Mr. Hallama's inspection, the newer roof framing does not bear or sit on the older flat roof structure. It appears to bear directly on the existing masonry exterior walls. In addition, the newer roof framing was accomplished using factory manufactured wood roof trusses. These trusses appear to have been installed correctly, using the proper materials required. It still needs to be verified that the trusses have been properly anchored into the exterior masonry walls. This will require additional inspection, most likely from the exterior of the building.

I also discussed the structural integrity of the second floor structure with Mr. Hallama. Based on our preliminary inspection of the open area at the rear of the first floor space there are sufficient areas of concern to cause us to question the ability of the second floor structure to be used for the proposed office space being planned for that area. The issues we saw at the time of our inspection were as follows:

- 1- The metal joist hangers for the 2 x 10 wood joists were incorrect. They appeared to be made for 2 x 6 joists.
- 2- The 2 x 10 wood headers that framed into other perpendicular 2 x 10 headers were only nailed together. These should at least be fastened using proper metal joist hangers.
- 3- We saw several 2 x 10 wood joists that appeared to be cracked through. There would be little or no structural integrity in these members.
- 4- There were several joists that were notched in a questionable manner where they framed into the steel supports.

Given that these all were observed in such a small area of inspection, this gives us great concern as to the structural integrity of the entire 2nd floor. If these deficiencies are exhibited throughout the space, then there will need to be extensive rehabilitation work completed to create a floor structure sound enough for the planned use of the space.

We also inspected the exterior masonry walls of the building while at the site. There is extensive re-pointing required to the exterior of the masonry walls at various locations. This is required to maintain the structural integrity of the masonry walls that are carrying the entire structural load of the building, especially the newer roof framing.

This is a recap of the recommended rehabilitation work necessary for your building:

- 1- Inspect all existing 2nd floor framing.
- 2- Repair all structural deficiencies found in the above inspection to assure a structurally sound floor.
- 3- Point and repair all damaged exterior masonry walls. This would include the repair or replacement of all damaged or inoperative gutters or leaders.
- 4- Replace the existing failed roof trusses that are currently shored temporarily. This is only one option. The preferred option would be to remove the entire old roof structure, as this is of no use at this time. There would be further inspections required to determine the type of roofing material that is above the framing. This would prevent any future issues with the wood trusses. It would also be cheaper than replacing all of the trusses.
- 5- Remove all of the birds and waste from the attic area of the 2nd floor.
- 6- Install vented soffits and fascias at the eaves of the newer roof framing. This will prevent the re-entry of birds and other vermin into the attic area.
- 7- I would also suggest that you retain Mr. Hallama to inspect and verify that the 1st floor slabs/framing are in good condition.

After all of the above listed repairs have been completed, the building would be structurally sound, with regard to the above issues, and safe for occupancy and use of the 2nd floor. I expect a letter from Mr. Hallama with his comments on the above referenced inspection, as well as his recommendations for remedial work. I will forward this to you as soon as I receive it.

If you have any further questions or require further information, please feel free to call.

Sincerely,

Brian A. Keating

AGREEMENT

Agreement made this 17TH day of DECEMBER, 2012, by and between Phelps Memorial Hospital Association, a New York not-for-profit corporation with its principal office at 701 North Broadway, Sleepy Hollow, New York 10591 ("Phelps"), and Open Door Family Medical Center, Inc., a New York not-for-profit corporation with an office at 165 Main Street, Ossining, New York 10562 ("Open Door") (hereinafter sometimes collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Phelps is the owner in fee title of the property located at 701 North Broadway, Sleepy Hollow, New York, known and designated as Section 11, Block 1, Lot 3A on the Official Tax Map of the Town of Mount Pleasant (the "Phelps Property"), on which is located hospital and other medical and associated uses, facilities and parking; and

WHEREAS, Open Door is the owner in fee title of the property located at 300 North Broadway, Sleepy Hollow, New York, known and designated as Section 115.11, Block 4, Lot 27 on the Official Tax Map of the Town of Mount Pleasant (the "Open Door Property"), on which is located an office building and associated parking; and

WHEREAS, Open Door is a not-for-profit, federally-qualified health center that receives federal funds to operate medical and dental practices in communities where private practice physicians cannot or will not serve and, consequently, its patients are predominantly uninsured or covered by government-subsidized insurance; and

WHEREAS, Phelps, Open Door, and New York Medical College have agreed to join forces to create a new residency training program for family practice physicians in the Village of Sleepy Hollow; and

WHEREAS, Open Door currently operates a medical office on the first floor of an existing building located at 80 Beekman Avenue in the Village of Sleepy Hollow, which is not adequate in size or condition to meet the programmatic needs of the family residency program; and

WHEREAS, Open Door plans to relocate its medical offices to the existing office building on the Open Door Property and, in connection therewith, to construct a small entrance addition to the building and renovate the interior of the building for the intended medical office use (hereinafter referred to as the "Sleepy Hollow Medical Office");

WHEREAS, the Zoning Ordinance of the Village of Sleepy Hollow requires, among other things, that 40 on-site, off-street parking spaces be provided for the operation of a medical office of the size proposed by Open Door; and

WHEREAS, there is not sufficient area on the Open Door Property to provide 40 off-street parking spaces for the Sleepy Hollow Medical Office and, in any event, Open Door believes the clientele served by Open Door is overwhelmingly comprised of patients who walk to the Open Door medical facility such that Open Door does not have a need for 40 parking spaces

for those visiting the Sleepy Hollow Medical Office, as required under the Village's Zoning Ordinance; and

WHEREAS, Open Door has applied to the Village of Sleepy Hollow Planning Board (the "Planning Board") and Zoning Board of Appeals ("ZBA") for the requisite permits and approvals to renovate the building on the Open Door Property and occupy it as a medical office; and

WHEREAS, among the approvals being sought by Open Door are area variances from the ZBA to permit fewer parking spaces on the Open Door Property for the Sleepy Hollow Medical Office (i.e., 10 spaces of which four are conforming full-size spaces) than are required (i.e., 40 spaces); and

WHEREAS, Open Door, with Phelps' knowledge and assent, has proposed to the Village to provide parking for all its employees, staff and participants in the family residency program (the "Residency Participants") in existing, paved parking at the Phelps Property and to transport such employees, staff and Residency Participants to and from the Phelps Property and the Open Door Property by a shuttle bus/van to be operated by Open Door (the "Shuttle"); and

WHEREAS, Phelps has confirmed that there are sufficient parking spaces on the Phelps Property to meet the zoning requirements of the Village of Sleepy Hollow for the uses and facilities on its property, with an excess of approximately 490 spaces; and

WHEREAS, Phelps agrees to make the parking on its Property available to Open Door for use by Open Door's employees, staff and Residency Participants and to permit Open Door to operate the Shuttle between the Properties; and

WHEREAS, Phelps is willing to grant to Open Door, its employees, staff, Residency Participants, successors and assigns a license, subject to the terms and conditions set forth herein, to enter upon and utilize the paved parking areas designated by Phelps on the Phelps Property in connection with the use of the Sleepy Hollow Medical Office and for Open Door to operate the Shuttle to transport people between the Phelps and Open Door Properties; and

WHEREAS, the Parties desire to define the terms and conditions of the license.

NOW, THEREFORE, in consideration of the above premises, the covenants herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby enter into this License Agreement upon the following terms and conditions:

1. Grant of License; Permitted Activities. Phelps hereby grants to Open Door and Open Door hereby accepts a license for Open Door's employees, staff and Residency Participants working at or visiting the Sleepy Hollow Medical Office to park on the Phelps Property in areas designated from time to time by Phelps, not to exceed forty (40) parking spaces per day (excluding the Shuttle), and for Open Door to operate the Shuttle between the Phelps Property and the Open Door Property to transport such people to and from the Sleepy Hollow Medical Office and the Phelps Property parking and to park the Shuttle on the Phelps Property when not in operation. Vehicles parking on the Phelps Property pursuant to this License shall be

parked in paved, striped parking spaces. In the case of the Shuttle, it shall be parked in such a manner and location as not to block other parking spaces and parking facilities on the Phelps Property.

2. Term and Termination. Except as otherwise set forth herein, this license shall be for a minimum term of ten (10) years, but will automatically be renewed and remain in full force and effect for as long as Open Door maintains a medical office on the Open Door Property.

The foregoing notwithstanding, Phelps shall have the right to terminate this License six months after the occurrence of any of the following events: (i) Open Door permanently ceases to operate a medical office on the Open Door Property; or (ii) Open Door sells or leases the Open Door Property to a private, for-profit entity for use as a for-profit medical or other business office; or (iii) the medical office on the Open Door Property ceases to be operated by a not-for-profit, federally-qualified health center or an agent or instrumentality of the United States Government. In such event, Phelps shall give Open Door written notice of its intent to terminate and the grounds therefor in the manner set forth herein for notices (the "Termination Notice"). Open Door shall have thirty (30) days from receipt of the Termination Notice in which to provide Phelps with documentation showing that the grounds upon which the Notice is based are incorrect. Any dispute over termination shall be subject to binding arbitration as set forth below.

3. License Fee.

A. Open Door agrees to pay to the Licensor a monthly license fee (the "License Fee") for the use of the parking areas and other rights licensed hereunder. The Parties acknowledge and agree that they are in the process of obtaining a fair market valuation for the use of the parking area and other rights hereunder. Open Door shall pay the amount determined to be such fair market value as the License Fee. The License Fee shall be due and payable on the first day of each month, except that the first month's payment shall be made on or before the date Open Door receives a permanent Certificate of Occupancy permitting the use of the Property for a medical office. If the term shall commence on any day other than the first day of a month, the License Fee shall be prorated for such month.

B. The License Fee and all other charges payable hereunder shall be paid by Open Door to Phelps at Phelps's address indicated above or to such other person at such address as Phelps may from time to time specify in writing to Open Door. If Open Door shall fail to make any payment due hereunder within ten (10) days after the due date therefor, Open Door shall pay Phelps a late fee of four (4%) percent of such unpaid amount.

C. The License Fee shall be paid promptly when due without notice, demand, deduction, abatement, counterclaim or setoff of any amount or for any reason whatsoever. No payment by Open Door or receipt by Phelps of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest installment, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Phelps may accept any check or payment without prejudice to Phelps's right to recover the balance due or to pursue any other remedy available to Phelps.

D. The compensation payable to Phelps under this License Agreement has been determined by the parties through good-faith and arm's length bargaining to be the fair market value of the leasing and services provided hereunder. No amount paid or advanced, and no benefit conferred under or in anticipation of, this Agreement is or is intended to be, or is in any way contingent upon, an inducement or payment for a referral of patients by or to Phelps or any of its affiliates, or an inducement or payment for the purchasing, leasing, ordering or arranging for, or recommending the purchasing, leasing or ordering of, any good, facility, service or item provided by Phelps or any of its affiliates.

E. Notwithstanding the foregoing to the contrary, the Parties currently estimate that the fair market value for the use of the parking spaces is \$8,000.00 per annum or \$666.67 per month. Accordingly, until such time as the License Fee is determined as set forth in Section 3A above, Open Door shall pay \$666.67 per month to Phelps on account of this Agreement. Upon determination of the definitive License Fee, the Parties shall reconcile the amounts payable hereunder with those amounts previously paid by Open Door to Phelps. Any underpayment shall be paid by Open Door within fifteen (15) days after receipt of a statement therefor and any overpayment will be credited against the future monthly payments of the License Fee.

4. Maintenance of Parking Spaces. Phelps shall maintain the parking spaces and parking lots in which they are located in good condition and shall keep the parking spaces and parking lots plowed and reasonably clear of debris in a manner consistent with Phelps' maintenance of its parking facilities generally.

5. Obligation of Mutual Cooperation and Arbitration. The Parties acknowledge that certain types of defaults that may occur under this Agreement are, by their nature, short-term, meaning that they can be corrected the same day they occur (e.g., vehicles parking other than in paved, striped parking spaces) and/or may be isolated or occasional. The Parties agree to use their best efforts to resolve such disputes in a cooperative manner prior to commencing any formal proceeding to address them, it being the intent of the parties to reserve formal proceedings to resolve recurring, material defaults. In the event of a dispute arising under this Agreement that the parties are unable to resolve in a cooperative manner, the Parties shall submit the dispute to binding arbitration before a single arbitrator in Westchester County in accordance with the rules of the American Arbitration Association. The arbitrator shall be mutually agreed upon by the Parties, shall be qualified as an arbitrator by, and in good standing with, the American Arbitration Association, and shall be a practicing attorney in Westchester County.

6. Insurance; Reciprocal Indemnification. Throughout the term of this Agreement, Open Door shall, at its sole cost and expense, procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon the Phelps Property, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming Phelps an additional insured.

Each party shall indemnify, defend, and hold the other harmless and each of its officers, directors, shareholders, agents and employees and their respective heirs, successors, administrators and assigns from and against any and all claims, demands, losses, liabilities,

actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, reasonable attorneys' and consultancy fees), arising, directly or indirectly, in whole or in part, out of any breach by such Party under this Agreement or any representations made by it in this Agreement, or any willful or negligent act or omission by such Party in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. Each Party shall promptly notify the other of any lawsuits or actions, or any threat thereof, against it and/or the other Party that may become known to it.

7. Representations. The Parties represent as follows:

A. Each Party is an entity duly organized and in good standing in the state of its formation and is duly qualified to do business and in good standing in New York. The individual executing this Agreement on behalf of each Party is duly authorized to do so on behalf of the Party. The execution and delivery of this Agreement and the performance of all obligations of a Party hereunder have been duly authorized by all entity action of a Party and no consents of any beneficial owners or any other persons are required that have not been obtained for the execution and delivery of this Agreement by a Party and the performance of all obligations of that Party hereunder.

B. The transfer and delivery by each Party of the Agreement and the performance by the Party of its obligations under this Agreement will not conflict with or result in the breach of any of the terms of any agreement or instrument to which a Party is bound or constitute a default thereunder.

C. Neither Party has received any notice of default under the terms of any agreement, contract or document to which it is a party.

D. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against the Party.

8. Notices. Any notice required herein shall be in writing and sent by overnight delivery, signature required, or by Certified Mail, Return Receipt Requested, to the other party at the address listed herein for that party, or at such other address as a party shall designate in writing. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Agreement, shall be any day other than a Saturday, Sunday or legal public holiday.

9. Binding Effect, Enforcement and Waiver. This Agreement shall be binding upon and enforceable by the Parties, their legal representatives, successors and assigns and all present and future owners and occupants of the Phelps Property and the Open Door Property, and such entities shall be and hereby are subject to the terms, covenants, and conditions set forth in this Agreement. The failure of any of them to enforce any provision herein contained shall not be deemed a waiver of the right to do so hereafter.

10. Applicable Law. This Agreement shall be construed by and controlled under the laws of the State of New York. The venue in any action arising hereunder will be Westchester County.

11. Amendment. This Agreement may not be amended or modified except by a writing signed by the Parties.

12. Subordination. Open Door hereby acknowledges and agrees that this Agreement is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the Phelps Property and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages provided, however, that Open Door's rights under this Agreement will not be affected or impaired by virtue of such subordination so long as Open Door is not in default under any of the terms or conditions of this Agreement beyond the expiration of any applicable grace or cure period. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the Phelps Property. In confirmation of such subordination, Open Door shall execute promptly any certificate or agreement that Phelps may request.

13. Counterpart Originals. This Agreement may be transmitted and/or signed by email or facsimile. The effectiveness of any such signatures shall have the same force and effect as manually-signed hard copies and shall be binding on the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Singular and Plural Terms. Whenever the sense of this License Agreement may make it necessary or appropriate, any singular word or term used herein shall include the plural, and vice versa, and any masculine word or term shall include the feminine and neuter genders, and vice versa.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Phelps Memorial Hospital Association

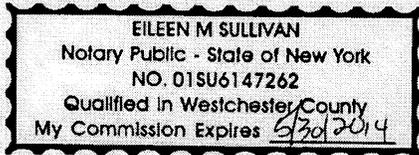
By: Keith F. Safian
Keith F. Safian
President and CEO 12/11/12

Open Door Family Medical Center, Inc.

By: Lindsay Farrell
Lindsay Farrell
President and CEO

STATE OF NEW YORK, COUNTY OF Westchester : ss.:

On this 17th day of December, 2012, before me, the undersigned, a Notary Public for the County of Westchester, New York, personally appeared Keith F. Safian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Eileen M. Sullivan
Notary Public

STATE OF NEW YORK, COUNTY OF WESTCHESTER: ss.:

On this 17TH day of DECEMBER, 2012, before me, the undersigned, a Notary Public for the County of WESTCHESTER, New York, personally appeared Lindsay Farrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed on the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nancy Rodriguez
Notary Public

NANCY RODRIGUEZ
Notary Public, State of New York
No. 01RO6024127
Qualified in Westchester County
Commission Expires May 3, 2015

OPEN DOOR FAMILY MEDICAL CENTERS

POLICY AND PROCEDURE

TOPIC: Employee Parking

RESPONSIBLE DIRECTOR: Chief Operating Officer

AFFECTED DEPARTMENTS: All

AUTHORIZED BY: _____
President

APPROVED BY: _____
Chief Operating Officer

EFFECTIVE DATE: 00/00/20

POLICY NUMBER: V2-3-HR-315.1

SUPERSEDES: Any and all previous dates

UPDATED (date and initials): _____

I. Statement and Purpose:

Open Door Family Medical Center provides parking privileges in organized parking lot facilities for the convenience of our employees. Parking is free to Open Door employees. Since Open Door is a growing organization, there are times when Staff members may need to park off-site from their assigned facility location either because of construction, needs of our patient community, or requirements imposed by local planning boards. At these times, Open Door reserves the right to direct certain employees according to a reasonable process to park offsite. Since Open Door has limited parking spaces near many of our facilities, every effort will be made to reserve the majority of the spaces for our patients and visitors. Staff, faculty, and others will need to park off site. It is required that all employees of Open Door whether parking near our facilities, onsite or offsite our property, observe common parking courtesy and the rules and regulations established by Open Door. Repeated violations of parking rules may result in revocation of parking privileges and/or, disciplinary action including suspension and/or termination.

II. Significant Principles:

Parking Arrangements for Employees

Ossining

Parking is available in the Village of Ossining parking lots, and Open Door will purchase permits for any employee assigned to this facility. However, should you lose the permit or fail to return the permit when

you terminate employment you must repay the Center for any remaining value. Open Door cannot assume responsibility for damage to vehicles parked on the lots

Port Chester

Limited parking is available in the Village of Port Chester parking lot on Beech Street, and Open Door will purchase permits for any employee assigned to this facility. However, should you lose the permit or fail to return the permit when you terminate employment you must repay the Center for any remaining value. Open Door cannot assume responsibility for damage to vehicles parked on the lots.

School Based Health Center staff will work with their assigned school location to determine appropriate parking. Open Door cannot assume responsibility for damage to vehicles parked on the lots.

Mount Kisco

Limited parking is available in the Village/Town of Mount Kisco parking lot on North Moger Avenue and Open Door will purchase permits for any employee assigned to this facility. However, should you lose the permit or fail to return the permit when you terminate employment you must repay the Center for any remaining value. Open Door cannot assume responsibility for damage to vehicles parked on the lots. No employee shall park in the 18 spaces that are located at our facility, since these are reserved for the patients and visitors to the facility.

Sleepy Hollow – 80 Beekman Avenue

Free parking is available on Pocantico Street or the lower end of Beekman Ave for employees working in the current Sleepy Hollow Beekman Avenue facility. There is also meter parking available in the immediate vicinity, but using these meters can be disruptive to the patient flow and we encourage all employees to use free parking spaces. Open Door will also reach out to the village and other organizations to purchase parking permits when available. Open Door cannot assume responsibility for damage to vehicles parked on the lots

Sleepy Hollow – 300 North Broadway

Parking spaces for all staff, employees, and Residents working at this facility will be provided at Phelps Hospital Medical Center located at 777 North Broadway with shuttle service provided to staff, employees, and Residents for their assigned work schedules, and staff, employees, and Residents **MUST** utilize such parking facilities. The shuttle will leave the hospital 15 minutes before a scheduled start time. (Schedule attached which will be modified from time to time). Open Door has determined that employee start times will begin at the time they arrive for shuttle service at the beginning of their schedule, and at the time they return to their parked car at the end of their schedule.

III. Procedure:

1. All employees of Open Door are required to complete the Parking Authorization Request Application in order to register for parking privileges. All information requested on the form must be completed and returned to either Human Resources for new employees with any updates to your vehicle. Should there be any change to this information, it is the responsibility of the staff member to alert Human Resources.
2. With the opening of the 300 North Broadway Sleepy Hollow facility all staff, employees, and Residents will be provided parking at the Phelps Hospital garage with shuttle services provided to the Open Door facility.
3. Permits for parking will be available from Human Resources and must be displayed in your car for the appropriate assigned parking lot as appropriate.
4. Parking privileges are assigned to specific parking lots. All authorized parkers are required to park their vehicles in their assigned parking lot.

5. Parking is provided as a courtesy. Open Door accepts no responsibility for lost, stolen or damaged vehicles. Always keep vehicles locked and valuables hidden while in parking lots.
6. Upon separation from Open Door, the issued parking permit must be surrendered to Human Resources prior to issuance of final paycheck.
7. Vehicles are not to remain in any of the village permit lots over night without special arrangement **DRAFT**our permit. Cars left in any village lot without permission for more than 24 hours may be subject to ticketing or towing at the owners expense.
8. Common parking regulations will be enforced. Do not park in any fire zone. Fire zones are identified by signage or yellow painted curb. Do not park in handicap-designated spaces.
9. All employees who fail to follow the parking rules and assigned parking lot privilege will be subject to progressive discipline up to an including discharge for repeated violation of our policies and procedures.

IV. Distribution:

Distribution of new policies/procedures will be carried out via announcement by e-mail, and also announcement at supervisor meetings or staff meetings, as appropriate. A control sheet which has identified each of the affected departments will be kept in a log in the Director of Human Resource's office. Formal receipt will be acknowledged by signature on the control sheet.

V. Evaluation:

This policy and procedures will be reviewed annually by Human Resources and the Chief Operating Officer to ensure that it reflects current practices, professional organization standards, federal and state guidelines, and recommendations of funding and oversight agencies.

IV. Distribution:

Distribution of this policy/procedure will be carried out via the Executive Staff and all Supervisory meetings within one month of authorization. Executive Staff and all Supervisors will acknowledge the receipt of the policy formally by their signature on the receipt of information sheet filed in a log in the personnel office.