

## **Closure Plan**

### **Extension Clinic Located at**

1. A date of closure for the clinic at [REDACTED] will be determined as soon as approval of an extension clinic located at 111 Seneca St, Hornell, NY is received from the New York State Department of Health.
2. The date of establishment and opening of a clinic at 111 Seneca St will be literally the day following the closure of [REDACTED]
3. As soon as the closure date is known the landlord at [REDACTED] will be notified and provided with the notice required by lease and/or by law.
4. All patients at [REDACTED] during the preceding two (2) years will be notified by U.S. mail of the closure of [REDACTED] and of the establishment of clinic services at 111 Seneca St. The notification will include that fact that services provided at 111 Seneca St will in no way be diminished from those offered at [REDACTED], and it will include the office hours at the new location as well as parking information (on site).
5. As soon as the closure date is known a sign with all the information noted above at #4 will be placed in a clearly visible location at [REDACTED]
6. Upon closure a sign will be placed, provided that landlord authorization is received, on the door at [REDACTED] and will be left there for as long as the landlord is willing.
7. Advertisements will be run at least in print media, and possibly in broadcast media, notifying the public of the change.
8. The move of furniture, equipment, and miscellaneous supplies will be carried out by a professional mover.

# Limited Review Application

State of New York Department of Health/Office of 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, 1, 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 10 NYCRR 710.1(c)(4)(iii). Rather, provide notice to the Cost Control Unit, Division of Health Facility Planning.)  
Necessary LRA Schedules: Cover Sheet, 1, 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, 1, 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).
- ☐ **Non-Clinical** – Project of up to \$15,000,000, which does **NOT** relate to a change in clinical service or equipment. (If construction associated, also check "Construction" above.)  
Necessary LRA Schedules: Cover Sheet, 1, 2, 3, and 12.
- ☐ **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, 1, 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, 1, 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, 1, 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, 1, 8, 10, 11, and 12.

OPERATING CERTIFICATE NO. [REDACTED]	CERTIFIED OPERATOR [REDACTED]	TYPE OF FACILITY 55
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OPERATOR ADDRESS – STREET & NUMBER [REDACTED]		PFI [REDACTED]	NAME AND TITLE OF CONTACT PERSON [REDACTED] President/CEO		
CITY [REDACTED]	COUNTY [REDACTED]	ZIP [REDACTED]	STREET AND NUMBER [REDACTED]		
PROJECT SITE ADDRESS – STREET & NUMBER 111 Seneca St		PFI 6977	CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
CITY Hornell	COUNTY Steuben	ZIP 14843	TELEPHONE NUMBER [REDACTED]	FAX NUMBER [REDACTED]	
TOTAL PROJECT COST: \$ 466,200			CONTACT E-MAIL: [REDACTED]		

(Rev. 7/7/2010)

# Limited Review Application

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

Schedule LRA 1

## Project Narrative

### Instructions:

The purpose of the Project Narrative is to give the reviewer a conceptual understanding of the proposal. The Narrative should summarize the key elements of the proposed project. Details will be contained in the appropriate schedules of the application.

Planned Parenthood of the [REDACTED] proposes to acquire a facility and relocate from its current site at [REDACTED] to a site approximately [REDACTED] away. They propose to continue providing similar medical services, medication [REDACTED] services, counseling, education and advocacy for sexual and reproductive health, as well as counseling and advocacy services for victims of sexual assault. The new location will allow the agency to better serve the community, since the current rented space is poorly configured with inadequate areas for patient waiting, education, and examination

The new site is located at 111 Seneca Street in the city of Hornell, (Steuben County) NY. The rectangular 0.74 acre site is flat. It is zoned "commercial" and has vehicular access to both Seneca Street on the west and Bennett on the north. All driveways are paved. There are 70 on site paved parking spaces and a canopy covered drop off area at the entrance.

The Flood Map classifies the site as Zone B.

Public Utilities, water, sewer, electric and gas, serve the site.

The building is a single story wood frame brick structure. It contains 3,040 gross square feet (gsf) on the first floor which is at grade and 1,440 gsf of basement. structural concrete slab separates the main floor from the Basement. The two floors are connected with a single straight run of stairs adjacent to the service entrance. It was originally constructed as a MacDonald's fast food restaurant in 1979 and added to in 1985. The building was gutted and totally renovated to serve as a Physician's office in 2003. Plumbing and electric systems were replaced. The quality of the renovation was excellent and included many elements which brought the facility in compliance with Article 28 requirements, in all but a few minor areas. There is a forced hot air and central air-conditioning system with supply and return ducts to each space. There are heat detectors above the ceilings and a fire alarm system including pull stations. A backflow preventer was installed on the sewer line.

Finish floors are carpet in waiting and administrative areas, quarry tile in clinical spaces. Walls are painted gypsum board. Ceilings are suspended acoustic tile with mostly recessed florescent lighting.

### AUTHORIZING SIGNATURE

The undersigned Chief Executive Officer hereby certifies under penalty of perjury that he is duly authorized to subscribe and submit this application and that the information contained herein and attached hereto is accurate, true and complete in all material aspects.

[REDACTED SIGNATURE]

3/28/11  
DATE

# 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> )	\$	51,800.00
1.2	Building Acquisition	\$	356,400.00
2.1	New Construction	\$	0.00
2.2	Renovation and Demolition	\$	25,000.00
2.3	Site Development	\$	
2.4	Temporary Power	\$	
3.1	Design Contingency	\$	10,000.00
3.2	Construction Contingency	\$	5,000.00
4.1	Fixed Equipment (NIC)	\$	
4.2	Planning Consultant Fees	\$	2,000.00
4.3	Architect/Engineering Fees (incl. computer installation, design, etc.)	\$	5,000.00
4.4	Construction Manager Fees	\$	5,000.00
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	\$	5,000.00
4.7	Other Project Fees (Consultant, etc.)	\$	
5.1	Movable Equipment	\$	0.00
6.1	Total Basic Cost of Construction	\$	460,200.00
7.1	Financing Cost (points, fees, etc.)	\$	
7.2	Interim Interest Expense - Total Interest on Construction Loan:		
Amount \$		@	% for months
7.3	Application Fee	\$	1,000.00
8.1	Estimated Total Project Cost (Total 6.1 – 7.3)	\$	460,200.00

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

Construction Start Date 8/1/2011

Construction Completion Date 11/1/2011

(Rev. 7/7/2010)

# KEUKA APPRAISAL SERVICES, INC.

202 Main Street • Penn Yan, NY 14527

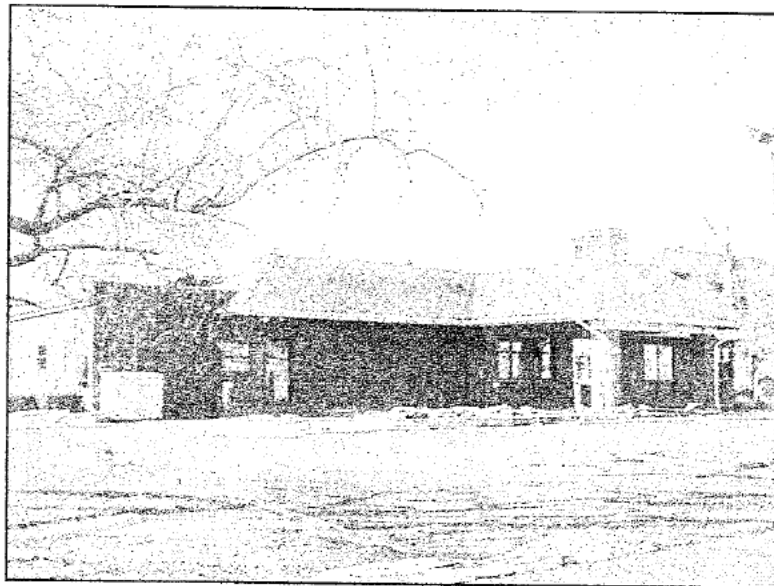
Phone: 315-536-9171

Fax: 315-536-2354

## APPRAISAL OF REAL ESTATE

### Property Located At:

111 Seneca Street  
City of Hornell  
Steuben County  
New York State



### Prepared For:

Planned Parenthood of the [REDACTED]

Attn: [REDACTED]

### Prepared By:

Brian K. Hawley  
NYS Certified General Appraiser  
#46000030756

### **CONCLUSION AND FINAL OPINION OF VALUE**

The *Sales Comparison Approach* relied on four sales to indicate a value for the subject property. This approach was utilized as this approach best reflects the actions of buyers and sellers in the marketplace. This approach derived a value of \$408,200 (rounded). A separate analysis of land comparable sales was also utilized to determine the value of the acreage as if vacant. This method derived a site value of \$51,800.

The *Cost Replacement Approach* indicated an overall value of \$450,500 (rounded). This approach is based on the Theory of Substitution and usually establishes the upper limit of value. This approach is most applicable when dealing with improvements of 10 years old or newer. The subjective nature of depreciation estimation limits the effectiveness when dealing with older properties.

The *Income Capitalization Approach* relied on income generated by the subject property and derived a value of \$393,900 (rounded). The income and expense information was sourced from the marketplace and past appraisals completed by this office. This approach was utilized as support for the final estimate of value.

After considering all the facts and data contained in this report and with most amount of weight given to the Sales Comparison Approach to value - as well as my knowledge and appraisal experience - it is my opinion that the subject property's "As Is" Market Value as of March 15, 2011 is:

**Four Hundred Eight Thousand Two Hundred US Dollars  
(\$408,200.00)**

# 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 # \_\_\_\_\_

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 # LRA-3 #1

Accumulated Funds	\$ 466,200.00
Sale of Existing Assets*	\$
Other – (i.e. gifts, grants, **etc.)	\$
TOTAL CASH	\$ 466,200.00

\*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 # \_\_\_\_\_

### 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.

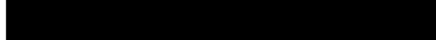
**This letter must include an estimate of the Principal, term, interest rate and pay-out period presently being considered.**

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

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

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

PLANNED PARENTHOOD OF THE



FINANCIAL STATEMENTS

DECEMBER 31, 2009

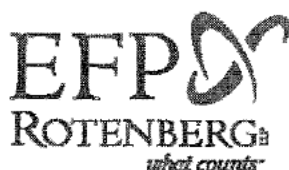


**PLANNED PARENTHOOD OF THE**  
**[REDACTED]**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Planned Parenthood of the [REDACTED]  
[REDACTED]

We have audited the accompanying statements of financial position of Planned Parenthood of the [REDACTED] (a nonprofit organization) as of December 31, 2009 and 2008, and the related statements of activities, cash flows, and functional expenses for the years then ended. These financial statements are the responsibility of the Organization's management. 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Planned Parenthood of the [REDACTED] as of December 31, 2009 and 2008, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 3, 2010 on our consideration of Planned Parenthood of the [REDACTED] internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of Planned Parenthood of the [REDACTED] taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

*EFP Rotenberg, LLP*

EFP Rotenberg, LLP  
Elmira, New York  
June 3, 2010

**PLANNED PARENTHOOD OF THE [REDACTED]**  
**Statements of Financial Position**  
**December 31, 2009 and 2008**

	<u>2009</u>	<u>2008</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 399,912	\$ 60,117
Accounts receivable - net	444,814	736,112
Grants receivable	323,107	434,327
Pledged contributions receivable	45,446	45,206
Inventory	81,766	95,152
Prepaid expenses	56,499	70,030
Total current assets	<u>1,351,544</u>	<u>1,440,944</u>
<b>Investments</b>	997,403	816,469
<b>Property and Equipment - Net</b>	1,578,065	1,639,766
<b>Charitable Gift Annuity</b>	4,260	3,778
<b>Pooled Income Fund</b>	<u>33,411</u>	<u>27,767</u>
<b>Total Assets</b>	<u>\$ 3,964,683</u>	<u>\$ 3,928,724</u>

The accompanying notes are an integral part of these financial statements.

**PLANNED PARENTHOOD OF THE [REDACTED]**  
**Statements of Financial Position**  
**December 31, 2009 and 2008**

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**LIABILITIES AND NET ASSETS**

	<u>2009</u>	<u>2008</u>
<b>Current Liabilities</b>		
Lines of credit	\$ -	\$ 200,000
Debt - current portion	15,810	14,851
Accounts payable	135,320	141,137
Accrued payroll and related taxes	43,259	31,277
Other accrued liabilities	61,915	57,451
Deferred grant support	10,031	-
Tenant security deposits	895	993
Total current liabilities	<u>267,230</u>	<u>445,709</u>
 <b>Charitable Gift Annuity</b>	 3,200	 2,621
 <b>Pooled Income Fund</b>	 13,020	 8,960
 <b>Debt - Net of current portion</b>	 <u>51,644</u>	 <u>67,532</u>
 <b>Total Liabilities</b>	 <u>335,094</u>	 <u>524,822</u>
 <b>Net Assets</b>		
Unrestricted		
Operating	1,164,514	903,178
Property	1,547,816	1,634,440
Board designated	483,727	457,194
Total unrestricted	<u>3,196,057</u>	<u>2,994,812</u>
Temporarily restricted	264,969	240,529
Permanently restricted	168,563	168,563
Total net assets	<u>3,629,589</u>	<u>3,403,904</u>
 <b>Total Liabilities and Net Assets</b>	 <u>\$ 3,964,683</u>	 <u>\$ 3,928,726</u>

The accompanying notes are an integral part of these financial statements.

**PLANNED PARENTHOOD OF THE [REDACTED]**  
**Statements of Activities**  
**For the Years Ended December 31, 2009 and 2008**

	2009			2008		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>
<b>Public Support</b>						
Grants	\$ 2,104,492	\$ -	\$ -	\$ 2,024,902	\$ -	\$ -
Contributions	184,379	161,199	-	246,911	45,397	-
Total public support	2,288,871	161,199	-	2,271,813	45,397	-
<b>Revenue</b>						
Clinic receipts	607,809	-	-	571,248	-	-
Medicaid receipts	1,384,197	-	-	1,087,810	-	-
Insurance receipts	1,055,746	-	-	1,275,815	-	-
Education income	14,403	-	-	12,061	-	-
Interest and dividend income	29,864	-	-	55,307	-	-
Unrealized gain (loss) on investments	181,129	1,487	-	(232,083)	(7,722)	-
Realized loss on investments	(27,815)	-	-	(27,365)	-	-
Loss on disposal of assets	(1,482)	-	-	(1,188)	-	-
Rental income	20,868	-	-	20,897	-	-
Miscellaneous income	29,109	-	-	34,161	-	-
Net assets released from restrictions to operations	138,246	(138,246)	-	61,193	(61,193)	-
Total revenue	3,431,874	(136,759)	-	2,857,856	(68,915)	-
<b>Total Public Support and Revenue</b>	<b>5,720,745</b>	<b>24,440</b>	<b>-</b>	<b>5,129,669</b>	<b>(23,518)</b>	<b>-</b>
<b>Program Services</b>						
Patient services	4,087,820	-	-	3,779,104	-	-
Rape Crisis of the Southern Tier	346,404	-	-	341,688	-	-
Public affairs	114,007	-	-	99,526	-	-
Education	395,700	-	-	348,440	-	-
Total program services	4,943,931	-	-	4,568,758	-	-
<b>Supporting Services</b>						
Management and general	468,444	-	-	493,895	-	-
Fundraising	107,125	-	-	101,307	-	-
Total supporting services	575,569	-	-	595,202	-	-
<b>Total Expenses</b>	<b>5,519,500</b>	<b>-</b>	<b>-</b>	<b>5,163,960</b>	<b>-</b>	<b>-</b>
<b>Change in Net Assets</b>	<b>201,245</b>	<b>24,440</b>	<b>-</b>	<b>(34,291)</b>	<b>(23,518)</b>	<b>-</b>
<b>Net Assets - Beginning</b>	<b>2,994,812</b>	<b>240,529</b>	<b>168,563</b>	<b>3,029,103</b>	<b>264,047</b>	<b>168,563</b>
<b>Net Assets - Ending</b>	<b>\$ 3,196,057</b>	<b>\$ 264,969</b>	<b>\$ 168,563</b>	<b>\$ 2,994,812</b>	<b>\$ 240,529</b>	<b>\$ 168,563</b>

The accompanying notes are an integral part of these financial statements.

Planned Parenthood of the [REDACTED]  
 Statements of Financial Position  
 December 31, 2010 and December 2009

**ASSETS**

<b>CURRENT ASSETS</b>	<b>2010</b>	<b>2009</b>
Cash	\$322,209	\$390,187
Cash Capital Campaign	\$145,441	
Accounts receivable, net	390,142	418,593
Grants receivable	405,320	318,037
Inventory	124,858	81,765
Other Receivables	2,369	26,220
Prepaid expenses	68,479	56,499
Pledges receivable	244,126	28,554
<b>TOTAL CURRENT ASSETS</b>	<b>\$1,702,945</b>	<b>\$1,319,855</b>
<b>INVESTMENTS, unrestricted</b>	<b>948,246</b>	<b>879,124</b>
<b>INVESTMENTS, Rainy Day Fund</b>	<b>72,602</b>	<b>0</b>
<b>INVESTMENTS, permanently restricted</b>	<b>128,004</b>	<b>128,004</b>
<b>CHARITABLE GIFT ANNUITY</b>	<b>13,316</b>	<b>4,260</b>
<b>POOLED INCOME FUND</b>	<b>36,366</b>	<b>33,411</b>
<b>LAND, BUILDING, AND EQUIPMENT</b>	<b>1,543,389</b>	<b>1,547,816</b>
<b>TOTAL ASSETS</b>	<b>\$4,444,869</b>	<b>\$3,912,470</b>

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

Accounts payable	\$136,213	\$135,320
Accrued payroll	57,350	60,350
Other Current Liabilities	41,123	38,478
Deferred Grant Support	18,995	31,493
Tenant Security Deposits	915	895
Current portion of long term debt	16,743	15,810
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$271,339</b>	<b>\$282,346</b>
<b>POOLED INCOME FUND</b>	<b>13,527</b>	<b>13,020</b>
<b>CHARITABLE GIFT ANNUITY</b>	<b>10,468</b>	<b>3,200</b>
<b>LONG TERM DEBT, net of current portion</b>	<b>34,901</b>	<b>51,644</b>
<b>TOTAL LIABILITIES</b>	<b>\$330,236</b>	<b>\$350,210</b>
<b>NET ASSETS</b>	<b>\$660,471</b>	<b>\$700,420</b>
<b>Unrestricted</b>		
Operating	956,746	1,123,718
Results of Operations	427,367	0
Property	1,547,816	1,547,816
Board designated	522,127	457,194
	3,454,057	3,128,728
Temporarily restricted	492,013	264,969
Permanently restricted	168,563	168,563
<b>TOTAL NET ASSETS</b>	<b>\$4,114,633</b>	<b>\$3,562,260</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$4,444,869</b>	<b>\$3,912,470</b>

113

January 2011

Year To Date

	2011 Budget	Budget	Actual	Variance	Variance %	Budget	Actual	Variance	Variance %
Revenue									
Fund Raising									
Designated Contributions	97,500	8,125	52	-8,073	(100.%)	8,125	52	-8,073	(100.%)
Event Income	22,000	583	237	-346	(100.%)	583	237	-346	(100.%)
Unrestricted Contributions	270,000	3,510	4,791	1,281	36.6%	3,510	4,791	1,281	36.6%
Total Fundraising	389,500	12,218	5,080	-7,138	(61.%)	12,218	5,080	-7,138	(61.%)
Patient Services Fees									
Insurance	1,201,534	80,832	107,300	20,468	24.4%	80,832	107,300	20,468	24.4%
Patient Fees	534,570	38,812	39,870	1,058	3.3%	38,812	39,870	1,058	3.3%
Medicaid	1,523,620	111,038	114,090	3,052	4.4%	111,038	114,090	3,052	4.4%
Health Department	142,350	9,965	9,442	-523	(5.5%)	9,965	9,442	-523	(5.5%)
Total Patient Services	3,402,074	246,646	270,702	24,054	10.0%	246,646	270,702	24,054	10.0%
FP Revenue	2,709,868	196,786	218,963	22,177	11.1%	196,786	218,963	22,177	11.1%
█ Revenue	692,206	49,861	51,738	1,878	4.4%	49,861	51,738	1,878	4.4%
Grant Revenue									
Title X	1,343,099	98,763	100,000	1,237	1.1%	98,763	100,000	1,237	1.1%
CBAPP/LGBT	286,732	19,023	16,665	-2,358	(12.4%)	19,023	16,665	-2,358	(12.4%)
█	313,588	26,132	26,147	15	0.1%	26,132	26,147	15	0.1%
Total Grant Revenue	1,943,409	143,918	142,812	-1,106	(1.1%)	143,918	142,812	-1,106	(1.1%)
Other Income									
Interest Income	25,200	2,100	1,532	-568	(27.2%)	2,100	1,532	-568	(27.2%)
Other	39,980	3,153	1,181	-1,972	(63.3%)	3,153	1,181	-1,972	(63.3%)
Total Other Income	65,180	5,253	2,713	-2,540	(48.8%)	5,253	2,713	-2,540	(48.8%)
Total Revenue	5,800,163	408,036	421,307	13,271	3.3%	408,036	421,307	13,271	3.3%
Expenses:									
Salaries	2,645,508	202,370	209,021	6,651	3.3%	202,370	209,021	6,651	3.3%
FTE									
Fringes	661,051	50,565	50,857	292	1.1%	50,565	50,857	292	1.1%
Bad debts	98,800	7,194	7,852	658	9.4%	7,194	7,852	658	9.4%
Communications	68,120	4,165	2,989	-1,176	(28.8%)	4,165	2,989	-1,176	(28.8%)
Computer Support & Maint	133,530	9,392	14,900	5,508	59.9%	9,392	14,900	5,508	59.9%
Contraceptives	359,885	26,018	25,954	-65	(0.4%)	26,018	25,954	-65	(0.4%)
Contractual Staff	335,776	22,523	13,905	-8,618	(38.9%)	22,523	13,905	-8,618	(38.9%)
Depreciation	115,609	9,634	8,937	-698	(7.4%)	9,634	8,937	-698	(7.4%)
Dues	148,497	12,286	12,281	-5	(0.1%)	12,286	12,281	-5	(0.1%)
Insurances	48,793	3,945	4,063	118	3.3%	3,945	4,063	118	3.3%
Lab Expenses	290,725	21,095	17,520	-3,575	(17.3%)	21,095	17,520	-3,575	(17.3%)
Medical Supplies	75,910	5,499	4,051	-1,447	(26.6%)	5,499	4,051	-1,447	(26.6%)
Medications	181,880	13,273	7,766	-5,507	(41.9%)	13,273	7,766	-5,507	(41.9%)
Occupancy	329,075	26,625	30,146	3,522	13.4%	26,625	30,146	3,522	13.4%
Programs and Workshops	69,426	3,725	630	-3,095	(83.3%)	3,725	630	-3,095	(83.3%)
Program Supplies	135,905	10,770	7,277	-3,493	(43.3%)	10,770	7,277	-3,493	(43.3%)
Staff Dev	40,635	2,847	1,687	-1,160	(41.1%)	2,847	1,687	-1,160	(41.1%)
Travel	58,638	4,642	4,256	-386	(8.3%)	4,642	4,256	-386	(8.3%)
Total Expenses	5,797,564	436,569	424,094	-12,475	(3.3%)	436,569	424,094	-12,475	(3.3%)
FP Expenses	3,139,444	231,075	244,450	13,375	6.4%	231,075	244,450	13,375	6.4%
█ Expenses	486,473	36,614	26,808	-9,806	(27.2%)	36,614	26,808	-9,806	(27.2%)
Net Surplus/Deficit pre alloc	2,599	-28,533	-2,787	25,746	(96.6%)	-28,533	-2,787	25,746	(96.6%)
gross margin:									
Share of Admin Allocation									
Administration allocation	0	0	0	0		0	0	0	
Net Surplus/Deficit w/ Alloc	2,599	-28,533	-2,787	25,746		-28,533	-2,787	25,746	
net margin:									

# Limited Review Application

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

Schedule LRA 4

## Outline of Architectural/Engineering Action

FACILITY TYPE (1)	CODE (2)	PROPOSED SOLUTION/ACTION (3)	CODE (4)	FUNCTIONAL AREA/SERVICES (5)
55	7/ 1	Relocation, vacated space is rented/ Minimal "in place renovation"	148 201	Family Planning O/P [REDACTED]

Specific actions to be taken:

Divide the existing 200 sf exam room closest to the Waiting Room into 2 exam rooms, each with a hand washing station.

Reconfigure the 2 existing exam rooms furthest from the Waiting Room to include a 100 sf exam room, a clean storage room, a soiled holding room with exhaust and a ADA compliant handicapped accessible toilet room.

Where new door openings must be provided to exam rooms, install 3' 8" doors.

Remove the cabinets from below the hand washing sinks in exam rooms.

Add a drinking fountain or bottled water dispenser in the Lobby.

Have the air system balanced to assure proper air flows and pressures following completion of the renovations.

**Request waivers from DOH for (1) 5'-0" minimum corridor width, (2) 3'-8" door width, and (3) 2 handwashing sinks that are 120 sq. inches rather than the required 144 sq. inches.**

### PLEASE COMPLETE THE FOLLOWING:

Please submit an Architect's or Engineer's Letter of Certification (See Schedule LRA 6 attached)

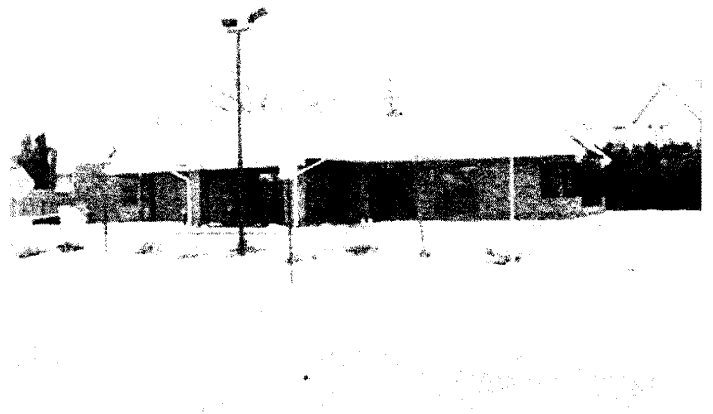
Please submit plans of proposed facility (1/16" scale minimum) showing two means of egress to the exterior, if applicable. (Attached)



LRA4 attachment



Arial view of site



Building from Bennett Street



Waiting Room



Corridor



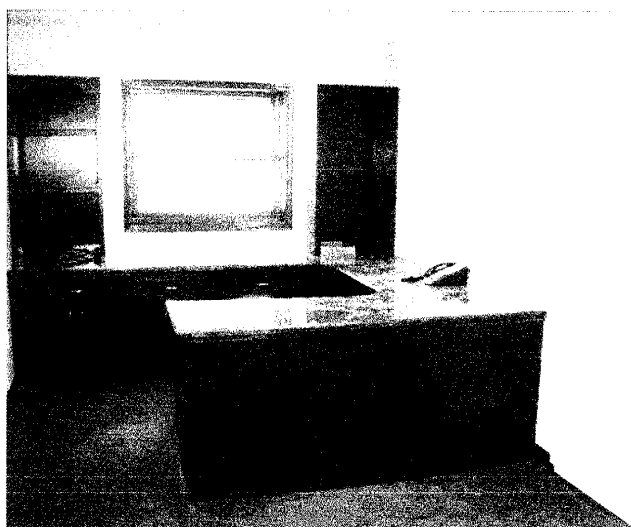
Lab



Vehicle drop off



Nurse Station



Office

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

## Space & Construction Cost Distribution

☒ Alteration

(Rev. 7/7/2010)



17 March 2011

NYS Department of Health/Office of Health Systems Management  
Division of Health Care Planning and Resource Management  
Bureau of Architectural and Engineering Review  
433 River Street  
Suite 303  
Troy, NY 12180-2299

Architecture  
Planning  
Interior Design

HOLT Architects PC.  
217 N. Aurora Street  
Ithaca, NY 14850  
phone: 607 273 7600  
fax: 607 273 0475  
<http://www.holt.com>

Reference: Planned Parenthood of the [REDACTED]  
Extension Clinic  
111 Seneca Street  
Hornell, NY  
(Steuben County)

Grace N. Chiang, AIA  
Graham L. Gillespie, AIA  
Steven W. Hugo, AIA  
Paul A. Levesque II, AIA  
Robert J. O'Brien, AIA  
David H. Taube, AIA

Lawrence Hoffman, AIA  
A. Quay Thompson, AIA

Miles G. Cigolle, AIA  
Andrew M. Gil, AIA  
Gary L. Myers, AIA  
Cindy Kaufman

This is to state that under the terms of my agreement with the above named facility to provide design services to design, prepare working 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 progress, quality and conformance of the work to the best of my professional knowledge and understanding, this project will be designed and will be constructed in substantial compliance with the provisions of the construction sections of the New York State Uniform Fire Prevention and Building Code, the State Hospital Code, the NFPA-101 Life Safety Code, local codes and CABO/ANSI A117.1-1998 which are in effect at the time this application is being submitted.

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

This project has been specifically reviewed under the 2010 edition of the Facility Guidelines Institute *Guidelines for Construction of Hospital & Health Care Facilities*, Part 3 Ambulatory Care Facilities, Article 3.1 Common Elements for Outpatient Facilities..

17 March 2011  
(Date)

A handwritten signature in black ink, appearing to read "Lawrence Hoffman", written over a horizontal line.

Lawrence Hoffman

009718-1 Architect  
(Professional New York State License Number)

**NEW YORK**  
*state department of*  
**HEALTH**

Nirav R. Shah, M.D., M.P.H.  
Commissioner

Sue Kelly  
Executive Deputy Commissioner

December 16, 2011

[REDACTED]  
President/Chief Executive Officer  
Planned Parenthood of the [REDACTED]  
[REDACTED]

Re: 111392 - L  
Planned Parenthood of the [REDACTED]  
[REDACTED]  
Relocate the Planned Parenthood  
[REDACTED] at Hornell  
extension clinic from [REDACTED]  
Hornell to 111 Seneca Street, Hornell  
(\$466,200)

Dear [REDACTED]

We are pleased to inform you that the above referenced limited review application (LRA) has been reviewed and found acceptable by the New York State Department of Health (NYS DOH) in accordance with the limited review provisions set forth in 10 NYCRR section 710.1(c).

Approval of this application is subject to the enclosed contingency first being satisfied. Before beginning any aspect of this project, you must:

- Submit three (3) copies of documentation to address the contingency, within 60 days of receipt of this letter to:

Bureau of Project Management  
NYS Department of Health  
433 River Street, 6th floor  
Troy, New York 12180  
(518)402-0911

Failure to meet the 60-day deadline could result in this project being deemed abandoned as set forth in 10 NYCRR section 710.10(c)(1).

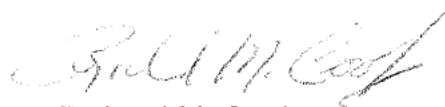
- Receive written approval from the Division of Health Facility Planning (DHFP) indicating satisfaction of the contingency.

In addition to satisfying the contingency, you may proceed with this project based upon the attached conditions. You are expected to comply with any conditions throughout the operation of this project including addressing all drawing review submission requirements indicated by the Bureau of Architectural and Engineering Facility Planning.

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 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

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, Division of Health Facility Planning, 433 River Street, Troy, New York 12180.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard M. Cook", is written over a horizontal line.

Richard M. Cook  
Deputy Commissioner  
Office of Health Systems Management

Enclosure

**CONTINGENCIES:**

1. Submission of an executed building(land) purchase agreement acceptable to the Department of Health. [BFA]

**CONDITIONS:**

1. This approval is based on an Architect's Letter of Certification for Construction Projects signed and submitted by Ms. Grace N. Chiang, R.A. of HOLT Architects, P.C., dated May 5, 2011. No plan review was conducted by the Bureau of Architecture and Engineering Facility Planning. Architect's Certification of Completed Construction will be required prior to Pre-Occupancy Survey. [AER]
2. Please contact your Regional Office of the Department of Health at the time you are ready to commence construction and to schedule a pre-opening survey at project completion. [AER]
3. Please be advised that compliance with all applicable sections of the NFPA 101 Life Safety Code (2000 Edition), and all applicable sections of the State Hospital Code during the construction period is mandatory. This is to ensure that the health and safety of all building occupants are not compromised by the construction project. This may require the separation of residents, patients and other building occupants, essential resident/patient support services and the required means of egress from the actual construction site. The applicant shall develop an acceptable plan for maintaining the above objectives prior to the actual start of construction and maintain a copy of same on site for review by Department staff upon request. [AER]
4. You may proceed with this project, based upon the above. This approval in no way obviates the applicant of the responsibility of complying with all applicable codes, rules and regulations. Should violations be noted upon review of documents or found at time of on-site inspections, or surveys, such violations shall be corrected prior to occupancy without additional costs allowed for reimbursement beyond the total project cost listed above. [AER]

**Application Number:** 111392  
**Facility Name:** Planned Parenthood of the [REDACTED]  
**Project Description:** Relocate the Planned Parenthood [REDACTED] at Hornell extension clinic from [REDACTED]  
[REDACTED] Hornell to 111 Seneca Street, Hornell

**Created By:** Timothy McLaughlin , Architectural and Engineering  
Review on 05/04/2011

**Correspondence Type:** Request for Additional Information

**Recipient:** Applicant

**Correspondence Visible To:** All

**Message:**

Please submit an updated Architectural and Engineering Certification Letter for construction projects submitted after January 1, 2011. (Sample attached)

**Attachments:**

AE Cert for Proposed Construction - updated Feb 2011.pdf  \*\*

**Created By:** Applicant on 12/02/2011

**Correspondence Type:** A/E Letter of Certification for Proposed Construction

**Recipient:** Architectural and Engineering Review

**Correspondence Visible To:** All

**Message:**

See attached for copy of the original documents mailed on 5/2/2011

**Attachments:**

111392 Architectural and Engineering Certification 5.5.11.pdf  \*\*

**Created By:** Applicant on 12/13/2011

**Correspondence Type:** Floor Plan

**Recipient:** Architectural and Engineering Review

**Correspondence Visible To:** All

**Message:**

Architectural Plan

**Attachments:**

Construction Hornell 111 Seneca.pdf  \*\*



**New York State Department of Health**  
**Division of Health Facility Planning/Bureau of Architectural & Engineering Facility Planning**

**ARCHITECTURAL AND ENGINEERING CERTIFICATION FOR CONSTRUCTION PROJECTS  
FOR USE WITH LIMITED REVIEWS, ADMINISTRATIVE REVIEWS  
AND FULL REVIEWS WITH A PROPOSED TOTAL PROJECT COST OF LESS THAN \$15 MILLION**

Date: 5 May 2011

NYS Department of Health/Office of Health Systems Management  
Division of Health Facility Planning  
Bureau of Architectural and Engineering Facility Planning  
433 River Street, 6th Floor  
Troy, New York 12180-2299

Name: Planned Parenthood of the [REDACTED]

Location: 111 Seneca Street  
Hornell, NY  
(Steuben County)

Description: Extension Clinic

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 working drawings and specifications for the above referenced 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 functional program for the referenced construction project and in accordance with any project definitions, waivers 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 the applicable provisions of the State Hospital Code -- 10 NYCRR Part 711 (General Standards for Construction) and Part

715 (Standards of Construction for Freestanding Ambulatory Care Facilities)

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, or 716), I shall bring this to the attention of Bureau of Architectural and Engineering Facility Planning 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 achieve compliance with applicable requirements of 10 NYCRR Parts 711, 712, 713, 714, 715 and 716, when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under 10 NYCRR Part 86.

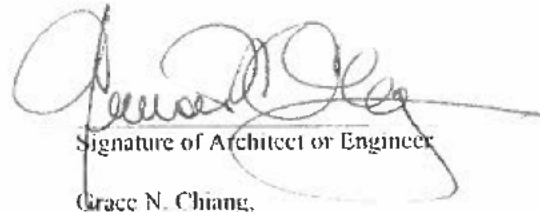
This certification is being submitted to facilitate the CON review and subsequent formal plan approval by your office. It is understood that an electronic copy of final Construction Documents on CD, must be submitted for all projects subject to Full or Administrative Reviews.

Project Name: Planned Parenthood of the [REDACTED]

Location: Hornell, NY

Description: Extension Clinic





Signature of Architect or Engineer

Grace N. Chiang,

Name of Architect or Engineer (Print)

17544 Architect

Professional New York State License Number

HOLT Architects P.C.

207 N. Aurora Street

Ithaca, NY 14850

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.

May 9, 2011  
Date

[REDACTED]  
Name (Print)

Applicant

President/CEO  
Title

*Notary signing required for the applicant*

STATE OF NEW YORK )

County of Tompkins )

On the 9 day of May 2011, 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 Planned Parenthood of the [REDACTED] 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) Pearl Lisa Andrews

PEARL LISA ANDREWS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AN6189668  
Qualified in Tioga County  
My Commission Expires June 30, 2012

**Application Number:** 111392  
**Facility Name:** Planned Parenthood of the [REDACTED]  
**Project Description:** Relocate the Planned Parenthood [REDACTED] at Hornell extension clinic from [REDACTED]  
[REDACTED] Hornell to 111 Seneca Street, Hornell

**Created By:** Kristina Thouin , Financial Analysis and Review on 05/05/2011

**Correspondence Type:** Request for Additional Information

**Recipient:** Applicant

**Correspondence Visible To:** All

**Message:**

30 day letter

**Attachments:**

111392-L Planned Parenthood of the [REDACTED].doc  \*\*

**Created By:** Applicant on 05/17/2011

**Correspondence Type:** Additional Information


**Recipient:** Financial Analysis and Review

**Correspondence Visible To:** All

**Message:**

Attached, please find the reply to your request for additional information

**Attachments:**

111392-L Additional Information.pdf  \*\*

Application Number: 111392  
Facility Name: Planned Parenthood of the [REDACTED]  
Project Description: Relocate the Planned Parenthood [REDACTED] at Hornell extension clinic from [REDACTED]  
[REDACTED] Hornell to 111 Seneca Street, Hornell

Submission Type:	Application - Limited Review- Relocation of Extension Clinic		
Project Status:	Project Complete	Project Status Date:	07/11/2012
Review Level:	Limited	Received Date:	04/25/2011
Total Project Cost:	\$466,200.00	Initial Review Date:	04/28/2011
		Acknowledgment Date:	05/02/2011

Main Site Information

Facility Name:	Planned Parenthood of the [REDACTED]	Facility ID:	[REDACTED]
Physical Address:	[REDACTED]	Facility Type:	Diagnostic and Treatment Center
County:	[REDACTED]	Region:	[REDACTED]
Current Operator:	Planned Parenthood of the [REDACTED]	Operating Certificate Number:	[REDACTED]
		Current Operator County:	

Contact Information

Name:	[REDACTED]	Title:	President/Chief Executive Officer
Email:	[REDACTED]	Address:	[REDACTED]
Phone:	[REDACTED]		
Fax:	[REDACTED]		

Alternate Contact Information

Name:		Email:	
-------	--	--------	--

Other

Withdrawn Date:			
SubBatch1:	30	SubBatch2:	OZ
CON Codes List:			

**NEW YORK**  
*state department of*  
**HEALTH**

Nirav R. Shah, M.D., M.P.H.  
Commissioner

Sue Kelly  
Executive Deputy Commissioner

February 23, 2012

[REDACTED]  
President/Chief Executive Officer  
Planned Parenthood of the [REDACTED]  
[REDACTED]

Re: 111392 - L

Planned Parenthood of the [REDACTED]  
[REDACTED]

Relocate the Planned Parenthood  
[REDACTED] at Hornell extension  
clinic from [REDACTED] Hornell to  
111 Seneca Street, Hornell

Dear [REDACTED]

The Department of Health has reviewed the documentation addressing the contingencies related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

In order to ensure reimbursement and/or receive a revised operating certificate, you must contact the Regional Office. If appropriate, the Regional Office will schedule an on-site visit within sixty (60) days of receiving your request. To ensure that a pre-opening inspection is conducted in a timely manner, please contact the following Regional Office and provide them with a copy of this letter:

Western Regional Office in Rochester  
New York State Department of Health  
Triangle Building  
335 East Main Street  
Rochester, New York 14604-2127  
(585) 423-8042

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, Division of Health Facility Planning, 433 River Street, Troy, New York 12180.

Sincerely,



Charles P. Abel  
Acting Director  
Division of Health Facility Planning

February 13, 2012

Bureau of Project Management  
NYS Department of Health  
433 River Street, 6<sup>th</sup> floor  
Troy, NY 12180



RE: 111392-L

Dear Mr. Cook,

Enclosed please find the requested Purchase agreement and the Statement of sale for the property at 111 Seneca Street, Hornell.

If you have additional questions, please contact me directly at [REDACTED] ext: [REDACTED]

Kind regards,

[REDACTED]  
Executive Assistant to [REDACTED] President\CEO

78935

Nirav R. Shah, M.D., M.P.H.  
Commissioner

**NEW YORK**  
state department of  
**HEALTH**

Sue Kelly  
Executive Deputy Commissioner

December 16, 2011

[REDACTED]  
President/Chief Executive Officer  
Planned Parenthood of the [REDACTED]  
[REDACTED]

Re: 111392 - L  
Planned Parenthood of the [REDACTED]  
[REDACTED]  
Relocate the Planned Parenthood  
[REDACTED] at Hornell  
extension clinic from [REDACTED]  
Hornell to 111 Seneca Street, Hornell  
(\$466,200)

Dear [REDACTED]

We are pleased to inform you that the above referenced limited review application (LRA) has been reviewed and found acceptable by the New York State Department of Health (NYS DOH) in accordance with the limited review provisions set forth in 10 NYCRR section 710.1(c).

Approval of this application is subject to the enclosed contingency first being satisfied. Before beginning any aspect of this project, you must:

- Submit three (3) copies of documentation to address the contingency, within 60 days of receipt of this letter to:

Bureau of Project Management  
NYS Department of Health  
433 River Street, 6th floor  
Troy, New York 12180  
(518)402-0911

Failure to meet the 60-day deadline could result in this project being deemed abandoned as set forth in 10 NYCRR section 710.10(c)(1).

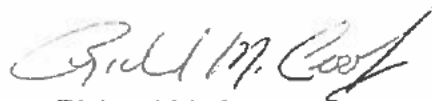
- Receive written approval from the Division of Health Facility Planning (DHFP) indicating satisfaction of the contingency.

In addition to satisfying the contingency, you may proceed with this project based upon the attached conditions. You are expected to comply with any conditions throughout the operation of this project including addressing all drawing review submission requirements indicated by the Bureau of Architectural and Engineering Facility Planning.

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 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

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, Division of Health Facility Planning, 433 River Street, Troy, New York 12180.

Sincerely,



Richard M. Cook  
Deputy Commissioner  
Office of Health Systems Management

Enclosure



**CONTINGENCIES:**

1. Submission of an executed building(land) purchase agreement acceptable to the Department of Health. [BFA]

**CONDITIONS:**

1. This approval is based on an Architect's Letter of Certification for Construction Projects signed and submitted by Ms. Grace N. Chiang, R.A. of HOLT Architects, P.C., dated May 5, 2011. No plan review was conducted by the Bureau of Architecture and Engineering Facility Planning. Architect's Certification of Completed Construction will be required prior to Pre-Occupancy Survey. [AER]
2. Please contact your Regional Office of the Department of Health at the time you are ready to commence construction and to schedule a pre-opening survey at project completion. [AER]
3. Please be advised that compliance with all applicable sections of the NFPA 101 Life Safety Code (2000 Edition), and all applicable sections of the State Hospital Code during the construction period is mandatory. This is to ensure that the health and safety of all building occupants are not compromised by the construction project. This may require the separation of residents, patients and other building occupants, essential resident/patient support services and the required means of egress from the actual construction site. The applicant shall develop an acceptable plan for maintaining the above objectives prior to the actual start of construction and maintain a copy of same on site for review by Department staff upon request. [AER]
4. You may proceed with this project, based upon the above. This approval in no way obviates the applicant of the responsibility of complying with all applicable codes, rules and regulations. Should violations be noted upon review of documents or found at time of on-site inspections, or surveys, such violations shall be corrected prior to occupancy without additional costs allowed for reimbursement beyond the total project cost listed above. [AER]

## REAL ESTATE PURCHASE AND SALE AGREEMENT

Date: June 22, 2011

BETWEEN:

T G Foreman Realty, LLC

111 Seneca St Hornell NY14843

Seller,

and

Planned Parenthood of the [REDACTED]

Buyer.

The Buyer agrees to buy from the Seller and the Seller agrees to sell to the Buyer the following described Premises on the following terms:

1. PREMISES.

- |                                     |                                 |
|-------------------------------------|---------------------------------|
| (a) Street Address:                 | 2/3 Interest -111 Seneca Street |
| (b) City, Town or Village & County: | City of Hornell                 |
| (c) Tax Parcel:                     | 151.56-03-001.000               |
| (d) Approximate Lot Size:           | 144' x 225'                     |
| (e) Deed Reference:                 | Book 1844, Page 104             |
| (f) Improved ( X ) Unimproved ( )   |                                 |

TOGETHER WITH and including all buildings and other improvements thereon, and all rights of Seller in and to any and all streets, roads, highways, alleys, driveways, shores, waters, easements and rights of way appurtenant thereto;

PERSONAL PROPERTY: The conveyance of the Premises shall include all fixtures, improvements and systems currently installed at the Premises, including but not limited to the following: all lighting, plumbing, heating, ventilation, air conditioning, electrical and security systems. The conveyance shall also include all screens, storm doors, windows, flooring materials and built-in shelves, cabinets, shrubs and planted vegetation, and the following additional specific appliances, all of which shall be delivered in good, working order as of the Closing Date: ALL

2. PRICE

The Purchase Price is \$275,000.00 payable as follows:

\$1,000.00 deposited with Miller Mayer, LLP, Attorneys for the Buyer to be held in the Miller Mayer Attorney Escrow Account at M&T Bank, Ithaca, New York (a non-interest bearing account) and to be applied to the purchase at the time of closing or returned to Buyer if Buyer exercises any of the contingencies set forth in Section 3 of this Agreement, or Seller defaults under any terms of this Agreement.

\$274,000.00 cash and/or mortgage proceeds on delivery of deed; any amount in excess of \$500.00 shall be delivered by Bank, Certified or Attorney Escrow Check.

\$275,000.00 **TOTAL PURCHASE PRICE**

3. CONTINGENCIES

This offer is contingent upon the following (and for purposes of this Agreement, the date on which Buyer receives this Agreement from Seller, signed by Seller, shall be known as the "Acceptance Date"):

(a) This contract is specifically made contingent upon Buyer receiving a written commitment for a first mortgage loan in the amount of \$\_\_\_\_\_ from a local financial institution with interest at the prevailing rate. If Buyer is unable to obtain a commitment for such mortgage loan by \_\_\_\_\_, the Seller, at Seller's option may declare this Agreement null and void, by sending written notice to Buyer. Thereafter, all deposits shall be returned to

the Buyer. Unless or until Seller so notifies the Buyer, this contract shall continue in full force and effect and shall be subject to the above set forth contingency.

(b) This contract is specifically made contingent upon approval of the legal form and content of this instrument by the parties respective attorneys. Any objections by either party's attorney to such form or content must be made in writing and delivered to the other party's attorney no later than 5:00 p.m. on the fifth (5<sup>th</sup>) business day immediately following the Acceptance Date. Failure of the parties respective attorneys to raise any such objections within the time period set forth herein shall constitute removal of this contingency. The name and contact information of the parties' attorneys are as follows:

Buyer's Attorney:

Kimberly N. Rothman, Esq.  
Miller Mayer, LLP  
202 E. State St., 7<sup>th</sup> Fl.  
Ithaca, NY 14850  
(607) 273-4200 (phone)  
(607) 272-6694 (fax)  
knr@millermayer.com

Seller's Attorney:

David Shults, Esq.  
Shults and Shults  
9 Seneca Street, PO Box 490  
Hornell, New York 14843  
(607)324-1104 (phone)  
(607)324-7983 (fax)  
dshults@shultslaw.net

(c) This contract is specifically made contingent upon the receipt by the Buyer within Ten (10) Business days of the Acceptance Date of an inspection report satisfactory to the Buyer with respect to the structural, heating, cooling, lighting, electrical and plumbing systems; the Buyer shall be solely responsible for coordinating and paying for said inspection and report and for selecting the inspector to complete the same. Upon Buyer's request, Seller shall provide Buyer and Buyer's inspector access to the Premises for the purpose of conducting this inspection. If the Buyer is not objectively satisfied, for any reason, because of a material defect in the structure, heating, cooling, lighting, electrical or plumbing systems, the Buyer will notify the Seller in writing of the defects found within the period of time set forth herein. The Seller, within two business days, of receiving the Buyer's written objections, will elect from the following options: Seller will agree to repair the defects to the Buyer's satisfaction; Seller will agree to reduce the purchase price by the cost of such repair, as agreed upon by the parties in writing; or Seller will declare this contract null and void with all deposits returned to the Buyer. Failure of the Buyer to make the Seller aware of any defects, if any, within the time period set forth herein shall constitute removal of this contingency. The term "material defect" shall be defined as a single defect or collection of defective items whose total remedial costs exceed \$ 1,000.

(d) This contract is specifically made contingent upon the receipt by the Buyer within Ten (10) Business days of the Acceptance Date of a radon test by a qualified inspector of Buyer's choosing (and at Buyer's expense) to determine that the presence of radon gas within the Premises does not exceed 4pCi/L. Should the level exceed 4pCi/L, Buyer then has an option to declare the contract null and void or refer the problem level to Seller by written notice delivered to Seller within the period of time set forth herein. Seller shall have the option to either remediate the situation or declare this contract null and void with all deposits returned to Buyer. Failure of the Buyer to make the Seller aware of any objection within the time period set forth herein shall constitute removal of this contingency.

(e) If the Premises are part of a homeowner's association or subject to restrictive covenants or other use restrictions, this contract is specifically made contingent upon approval by the Buyer of the form and content of the association rules or guidelines and/or the restrictive covenants or restrictions. Seller or Seller's Attorney shall deliver a copy of any such rules, guidelines, restrictive covenants or other restrictions, along with a description of any related monthly or annual fees or assessments, to Buyer. Buyer shall have ten (10) business days from the date of receipt to notify Seller or Seller's Attorney in writing of any objections to said rules, guidelines, restrictive covenants or other restrictions and to declare this contract null and void with all deposits returned to Buyer. Failure of the Buyer to so notify the Seller or Seller's Attorney as set forth herein shall constitute removal of this contingency.

(f) If the Premises are subject to an oil or gas lease, this contract is specifically made contingent upon review and approval of the form and content of such lease by the Buyer. Seller shall deliver a full copy of any such lease (including any addendum thereto) to Buyer, and Buyer shall have ten (10) business days from the date of receipt to notify Seller in writing of any objections to said lease and to declare this contract null and void with all deposits returned to Buyer. Failure of the Buyer to so notify the Seller as set forth herein shall constitute removal of this contingency. A memorandum of lease shall not be sufficient for purposes of this contingency, instead the full text of the lease must be delivered to Buyer.

(g) [BOARD APPROVAL] This contract is specifically made contingent upon Buyer receiving approval

from its Board of Directors for the purchase of the Premises. If Buyer is unable to obtain such approval by June 15, 2011 the Seller, at Seller's option may declare this Agreement null and void, by sending written notice to Buyer. Thereafter, all deposits shall be returned to the Buyer. Unless or until Seller so notifies the Buyer, this contract shall continue in full force and effect and shall be subject to the above set forth contingency. NOTE: Board Approval was received on May 16, 2011.

(h) [ENVIRONMENTAL] This contract is specifically made contingent upon review by the Buyer within sixty (60) days of the Acceptance Date, of a Phase I environmental audit, or such other examinations, tests, inspections and/or reviews of the Premises as Buyer may, in its sole discretion, deem advisable in order to evaluate any potential environmental and/or hazardous substance problem at the Premises. If the Buyer is not objectively satisfied, for any reason, with the results of such environmental testing, the Buyer will notify the Seller in writing of the problems found within the period of time set forth herein. The Seller, within five business days of receiving the Buyer's written objections, will elect from the following options: Seller will agree to take remedial action with respect to such environmental problem; Seller will agree to reduce the purchase price by the cost of such remedial action, as agreed upon by the parties in writing; or Seller will declare this contract null and void with all deposits returned to the Buyer. Failure of the Buyer to make the Seller aware of any environmental and/or hazardous substance problems, if any, within the sixty (60) day time period set forth herein shall constitute removal of this contingency.

(i) [Condo/Homeowner's Association] If the Premises are part of a condominium or homeowner's association that must approve of the Buyer prior to transfer of the Premises to Buyer, this contract is specifically made contingent upon such association's approval. The Buyer agrees to make application to and provide all materials required by the association in connection with their review and approval. If the Buyer is not approved by the association for any reason other than Buyer's failure to provide the materials required by the association, this contract shall be null and void with all deposits returned to the Buyer.

(j) This contract is specifically made contingent upon review by the Buyer within sixty (60) days of the Acceptance Date, of a Phase I environmental audit, or such other examinations, tests, inspections and/or reviews of the Premises as Buyer may, in its sole discretion, deem advisable in order to evaluate any potential environmental and/or hazardous substance problem at the Premises. If the Buyer is not objectively satisfied, for any reason, with the results of such environmental testing, the Buyer will notify the Seller in writing of the problems found within the period of time set forth herein. The Seller, within five business days of receiving the Buyer's written objections, will elect from the following options: Seller will agree to take remedial action with respect to such environmental problem; Seller will agree to reduce the purchase price by the cost of such remedial action, as agreed upon by the parties in writing; or Seller will declare this contract null and void with all deposits returned to the Buyer. Failure of the Buyer to make the Seller aware of any environmental and/or hazardous substance problems, if any, within the sixty (60) day time period set forth herein shall constitute removal of this contingency.

Notwithstanding the foregoing, Buyer may elect to waive any of the foregoing contingencies by delivering a written statement to the Seller or by taking no action within the above set forth contingency periods. The Buyer shall not be required to conduct any of the above set forth testing or inspections.

#### 4. CLOSING DELIVERIES

All items listed below shall be delivered by Seller or Seller's Attorney to Buyer's Attorney for review at least ten (10) days prior to the Closing Date (as hereinafter defined):

(a) Deed: Conveyance shall be by warranty deed (or if appropriate executor's or administrator's deed) with lien covenant conveying good and marketable title in fee simple to the Premises, free and clear of all liens and encumbrances.

(b) Abstract of Title: The Seller shall deliver a title search by an abstract company showing a warranty deed of record at least forty (40) years prior to and updated through a date no more than three (3) months prior to the date of this Purchase Agreement. The Seller shall pay for the cost of said title search, for continuation of said search to the Closing Date and for the final extension of the Abstract of Title after closing.

(c) Survey: The Seller shall, at Seller's expense, furnish and deliver to the Buyer or Buyer's Attorney within a reasonable time before closing an occupational survey which shows the corners monumented, dated after the date of this contract, and certified to Buyer, Buyer's Attorney, Buyer's lending institution and Title Insurance Company, made by a land surveyor duly licensed by the State of New York. The survey shall show the Premises and the location of all improvements, and easements and rights of way, and shall be in a form acceptable for filing in the County Clerk's

Office, with sufficient copies for the Tax Assessment Department, Bank, Title Insurance Company, Buyer, Buyer's Lender and Buyer's Attorney.

(d) Tax Searches and Receipted Tax Bills: The Seller shall deliver at Seller's expense, tax searches (including, county, village and city tax searches, as applicable), dated within thirty (30) days of closing, and receipts showing payment of all outstanding real property taxes applicable to the Premises up to and including the Closing Date.

(e) Title Curatives: The Seller shall, at the Seller's expense, obtain and deliver prior to closing any necessary affidavits, agreements, releases, discharges, consents, certificates or other documents required to convey good and marketable title, free and clear of all liens and encumbrances (aside from the usual and customary easements for water lines, sanitary sewer, drainage, and utility easements used to provide such services to the Premises). Provided however that any outstanding mortgage or home equity loan made by a commercial lending institution to the Seller, which is paid off using proceeds delivered to Seller at closing, must be discharged of record no later than thirty (30) days after closing, and this provision shall survive the closing and transfer of title. Seller or Seller's Attorney shall be responsible for obtaining and recording such discharge (including the recording cost thereof).

(f) Shared Driveway/Private Roadway: If access to the obtained by the use of a shared or common driveway or private roadway for which no prior agreement exists of record, Seller shall furnish (at Seller's expense and prior to closing) an agreement in recordable form signed by all users thereof setting forth the terms of use, including the following provisions: (1) no party's use may block, prevent or interfere with any other party's use thereof; (2) the cost of maintenance shall be paid by each user in proportion to their usage; (3) each party to the agreement shall indemnify and hold harmless all other users thereof; and (4) the rights and obligations of the agreement shall run with the land and bind all successors and assigns.

(g) Encroachments: If the survey and/or abstract of title disclose any encroachment of improvements located on the Premises onto neighboring parcels or the encroachment of improvements sited on neighboring parcels onto the Premises (such improvements shall include but not be limited to buildings, decks, driveways, walkways, landscaping and fences), the Seller shall, at the Seller's expense, obtain and deliver prior to closing an agreement in recordable form with the neighboring land owner permitting the improvement to remain in its current location (and the owner thereof to use such improvement) until such time as it is removed or rebuilt, at which time it shall be sited entirely on the property of the owner of such improvement, and further setting forth the agreement of both parties as to the location of the common boundary between their respective properties and quitclaiming any and all right that either party may have to any land beyond the agreed upon common boundary.

(h) Smoke and Carbon Monoxide Affidavit: If required by New York State law, Seller shall deliver an affidavit confirming the presence of an operable smoke detector and carbon monoxide detector, as required by such law.

(i) Tax Forms: Seller shall deliver all tax forms required for recordation of a deed in the County Clerk's office, including the TP-584 and RP-5217. If the Seller is not a New York State resident, the Seller must also deliver an IT-2663 (and estimated taxes as established thereby must be paid at closing).

## 5. POSSESSION

Possession of the Premises shall be available to the Buyer on date of closing which shall occur on or about June 15, 2011 (which date shall herein be referred to as the "Closing Date").

## 6. CLOSING ADJUSTMENTS

Taxes, assessments, association fees, rentals, interest items, water and sewer charges, garbage disposal fees, fuel in storage, utility charges and insurance, shall be adjusted to the Closing Date.

## 7. CONDITION OF PREMISES AT CLOSING

On the Closing Date, Seller shall deliver the Premises to Buyer free of all personal property (other than those items listed in Section 1 of this Agreement), without regard to whether the personal property is owned by Seller. Furthermore, the Premises shall be delivered in broom clean condition, and Seller shall be responsible for maintaining all exterior landscaping (including lawn mowing and snow shoveling) up to the Closing Date. The Buyer shall have a right to inspect the Premises within twenty four (24) hours of closing for the purpose of confirming the condition of the improvements, maintenance of the Premises and Seller's completion of all repairs (if any) agreed to by the parties in this Agreement or by written addendum signed by the parties subsequent to the execution of this Agreement. Seller will not cause any change to occur to the Premises between the date of this Agreement and the Closing Date, including, but not limited to, removal of trees or other vegetation, excavation, fill or other physical alteration.

## 8. CLOSING EXPENSES

The Seller shall pay the required transfer tax to be attached to the deed and for continuation of tax and title searches up to the Closing Date, together with the final extension of the Abstract of Title. The Buyer shall pay for any fees incurred for recording the deed, survey, mortgage, together with the mortgage tax.

## 9. RISK OF LOSS

Risk of loss or damage to the Premises by fire or other causes or casualties until the Closing Date is assumed by the Seller.

## 10. REJECTION OF TITLE

In the event that the Buyer shall raise any objection to the Seller's title, which if valid, would render the title unmarketable for the present or intended use as herein expressed, or the improvements are found to be illegal or violation of any effective law, ordinance, regulation or restriction, the Buyer shall have the right to cancel this Agreement by giving written notice of such cancellation to the Seller, whereupon all liability by reason of this Agreement shall cease and all deposits shall be returned to the Buyer; provided however, if the Seller shall be able within a reasonable length of time to cure the objection, or if, upon Buyer's approval, Seller shall be able to secure (at Seller's expense) a commitment for title insurance to insure against the objections raised by the Buyer, then this contract shall remain and continue in full force and effect. Buyer shall be under no obligation to accept insurable title in lieu of marketable title, and if Buyer's title objection cannot then be cured, Buyer shall have the option of canceling this Agreement with all deposits returned to Buyer.

## 11. REPRESENTATION AND WARRANTIES

Seller warrants that to the best of Seller's knowledge: (a) as of the time this offer is accepted and also as of the time of closing, that all plumbing, heating and electrical systems and appliances are and shall be in good working condition, (b) the Premises and any improvements thereon are in full compliance with restrictive covenants and all statutes, ordinances, regulations, and/or other administrative enactments including but not limited to Building Codes and Zoning Ordinances for the present and that neither Seller nor Seller's agent has received notice or has any knowledge of any violation thereof, (c), other than common household products, there have never been any and currently there are no hazardous or toxic materials, substances, chemicals or wastes located, stored, produced or present at, on, about or under the Premises or the lands immediately adjoining the Premises, and there exists no underground storage tanks, and if any underground storage tanks formerly existed on the Premises, such tanks, and any residue therefrom, were removed in accordance with applicable laws, and (d) there is no pending or threatened litigation concerning the Premises. These warranties shall survive closing and transfer of title.

## 12. RIGHTS OF THE BUYER AND SELLER REGARDING LEASES

Unless the terms of this section are satisfied, the Premises shall be delivered to the Buyer vacant and free of all tenants or occupants. If the Premises are to be conveyed subject to existing written or verbal leases or tenancy agreements, then the Seller shall deliver to the Buyer copies of all such written leases or a written statement setting forth the terms of any verbal leases or tenancy agreements, and the Seller shall also provide reasonable proof that the income and expenses associated with the Premises are those which have heretofore been disclosed to the Buyer. The Buyer shall have ten (10) business days from the date of receipt to notify the Seller's Attorney in writing of any objections to said materials and to declare this contract null and void with all deposits returned to Buyer. All outstanding leases and tenancy agreements shall be assigned to the Buyer at closing and all security deposits and

advance rental payments shall be delivered to Buyer at that time; furthermore, all rental payments shall be adjusted to the Closing Date. Seller or Seller's Attorney shall prepare and deliver, along with all other closing deliveries set forth in Paragraph 4 of this Agreement, a rent roll to summarize the amounts of the outstanding security deposits, advance rental payments and monthly rents for each lease and/or tenancy agreement.

The Buyer shall have the right to approve any new Leases to be entered into by the Seller with respect to the subject Premises prior to closing. Such approval shall not be unreasonably withheld. The Buyer may seek new Leases for the Premises and will be allowed to show the Premises to prospective tenants, within the provision of the show clauses in the existing Leases. The Seller shall have the right to approve any new Leases to be entered into by the Buyer with respect to the subject Premises, prior to closing. Such approval shall not be unreasonably withheld.

Seller agrees to furnish to Buyer at the time of closing a 60-day letter regarding re-issuance of the Certificate of Compliance in Buyer's name with respect to said Premises for the use or uses herein specified, and if there are any exceptions therein, the Seller agrees to remedy the same before closing. In the event the cost to remedy the exceptions is excessive in the judgment of the Seller, the Seller will not be obligated to remedy said exceptions and may opt to declare this contract null and void unless the Buyer agrees to assume the cost of said remedies.

#### 13. PERIOD OFFER EFFECTIVE

This offer shall remain in force and effect until accepted, rejected or withdrawn, but in no event later than June 30, 2011 at 5:00 p.m.

#### 14. REAL ESTATE BROKERAGE

It is understood and agreed that no real estate broker or salesman was involved or concerned in this sale. Each of the parties agrees to indemnify and hold the other party harmless for any and all claims of any real estate brokers arising out of the actions of the indemnifying party. Such indemnification will include reasonable attorney's fees of the party being indemnified.

#### 15. SUPERSEDING AGREEMENT

This Agreement supersedes any and all agreements and representations that may have been previously made between the parties and states the full agreement of the parties.

#### 16. BINDING EFFECT AND MODIFICATION

This contract shall bind the parties hereto, their heirs, distributees, successor and assigns, and may not be modified except in a writing signed by the party to be charged. The terms of this Agreement and all written modifications hereto shall survive the closing.

#### 17. DISCLOSURE

The Property Condition Disclosure under Article 14 of the Real Property Law is not applicable to this transaction.

#### 18. MISCELLANEOUS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Agreement. This document may be executed by facsimile, and the signature of any party to this Agreement transmitted by facsimile shall be treated as an original signature for purposes of this Agreement.

The headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

This Agreement shall be governed by the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York. Venue for any disputes shall be exclusively with the courts of Tompkins County, New York State.

19. OTHER PROVISIONS

**SELLER AGREES THAT THE REMAINING 1/3 INTEREST IN THE PREMISES KNOWN AS 111 SENECA STREET SHALL BE CONVEYED BY SELLER TO BUYER SUBJECT TO THE SAME TERMS AND CONDITIONS OF THIS PURCHASE CONTRACT. SAID 1/3 INTEREST SHALL BE CONVEYED AT NO COST TO BUYER AS A CHARITABLE CONTRIBUTION FROM SELLER.**

IN WITNESS WHEREOF the Buyer and Seller have executed this Agreement as of the date above written.

**BUYER:**

PLANNED PARENTHOOD OF THE  
[REDACTED]

By: [REDACTED] President / CEO

**SELLER:**

T G FOREMAN REALTY, LLC

By: [REDACTED]  
Its: [REDACTED]



19. OTHER PROVISIONS

SELLER AGREES THAT THE REMAINING 1/3 INTEREST IN THE PREMISES KNOWN AS 111 SENECA STREET SHALL BE CONVEYED BY SELLER TO BUYER SUBJECT TO THE SAME TERMS AND CONDITIONS OF THIS PURCHASE CONTRACT. SAID 1/3 INTEREST SHALL BE CONVEYED AT NO COST TO BUYER AS A CHARITABLE CONTRIBUTION FROM SELLER.

IN WITNESS WHEREOF the Buyer and Seller have executed this Agreement as of the date above written.

BUYER:

PLANNED PARENTHOOD OF THE

[REDACTED]

By: [REDACTED] President / CEO

SELLER:

T G FOREMAN REALTY, LLC

[Signature]  
By: [REDACTED]  
Its: [REDACTED]

**MILLER MAYER LLP**

Attorneys at Law

202 East State Street, 7th Floor, Ithaca, New York 14850  
Phone (607) 273-4200 Fax (607) 272-6694**STATEMENT OF SALE**

CLOSING DATE: In Escrow  
 Seller(s): T G Foreman Realty, LLC  
 Buyer(s): Planned Parenthood of the [REDACTED]  
 Premises: 111 Seneca Street, City of Hornell, Steuben County  
 Tax Parcel: 151.56-03-001.000  
 Adjustments as of: July 26, 2011

**CREDITS TO SELLER(S)**

Purchase Price	\$275,000.00
Credit for Wire Fee	\$20.00
2011 County Taxes: ( \$2,367.02 x 158 / 365 = \$1,024.63 )	\$1,024.62
Jan-Dec 2011	
2011/12 City Taxes ( \$3,478.28 x 248 / 366 = \$2,356.87 )	\$2,356.88
4/1/2011 to 3/31/2012	
<b>TOTAL AMOUNT DUE SELLER(S)</b>	<b>\$278,401.48</b>

**CREDITS TO BUYER(S)**

Amount Paid Down (Held by Miller Mayer, LLP)	\$1,000.00
2011/12 School Taxes ( \$4,524.92 x 26 / 366 = \$321.44 )	\$321.44
<b>TOTAL CREDITS TO BUYER(S)</b>	<b>\$1,321.44</b>

**TOTAL AMOUNT PAID TO SELLER(S) \$277,080.04****Total Paid to Seller**

1. Wire to Shults and Shults with Sale Proceeds	\$277,080.04
2. Deposit Held in Escrow by Miller Mayer	\$1,000.00
<b>TOTAL</b>	<b>\$278,080.04</b>

**EXPENSES OF BUYER(S)**

1. Paid to Steuben County Clerk			
Record Deed (1/3 Int)	3 Pgs	\$60.00	
RP-5217		\$250.00	
Record Deed (2/3 Int)	3 Pgs	\$60.00	
RP-5217		\$250.00	
File Survey		\$10.00	
<b>TOTAL</b>		<b>\$630.00</b>	
1. Paid to Miller Mayer			
Buyer(s)' Attorney Fees		\$3,075.00	
Disbursements		\$26.63	
<b>TOTAL</b>		<b>\$3,101.63</b>	
<b>TOTAL EXPENSES OF BUYER(S)</b>		<b>\$3,731.63</b>	

**FUNDS TO BE WIRED BY PPSFL:**

1. Steuben County Clerk's Office	\$630.00
2. Miller Mayer, LLP	\$3,075.00
3. Proceeds to Seller	\$277,080.04
<b>TOTAL AMOUNT TO BE WIRED</b>	<b>\$280,785.04</b>

**EXPENSES OF SELLER(S)**

1. Paid to First American Title Insurance Company	
Abstracting Fees	\$245.00
2. Paid to Steuben County Clerk	
Revenue Stamps, Deed (State)	\$1,100.00
Good Standing Certificate & Resolution	\$70.00
TP-584 (2/3 Interest)	\$5.00
TP-584 (1/3 Interest)	\$5.00
<b>TOTAL</b>	<b>\$1,180.00</b>
3. Paid to Stewart Title Insurance Company	
Owner's Title Insurance with MVR	
<b>TOTAL</b>	<b>\$1,825.00</b>
4. Paid to Steuben Trust Company	
Mortgage Payoff & record discharge	\$0.00
5. Paid to Steuben Trust Company	
Line of Credit Payoff & record discharge	\$0.00
6. Paid to Steuben County Treasurer	
City School and County Taxes	\$8,118.53
7. Paid to City of Hornell	
City Taxes	\$3,756.54
8. Paid to City of Hornell	
Final Water/Sewer Bill	\$112.16
9. ReMax Hometown Choice	
Realtor Commission	\$11,000.00
10. McConnell & Muller Land Surveyors	
Survey	\$400.00
11. Paid to Shults & Shults	
Disbursements	\$2,118.25
<b>TOTAL EXPENSES OF SELLER(S)</b>	<b>\$28,765.48</b>

Nirav R. Shah, M.D., M.P.H.  
Commissioner

**NEW YORK**  
state department of  
**HEALTH**

Sue Kelly  
Executive Deputy Commissioner

December 16, 2011

[REDACTED]  
President/Chief Executive Officer  
Planned Parenthood of the [REDACTED]  
[REDACTED]

Re: 111392 - L

Planned Parenthood of the [REDACTED]  
[REDACTED]

Relocate the Planned Parenthood  
[REDACTED] at Hornell

extension clinic from [REDACTED]  
Hornell to 111 Seneca Street, Hornell  
(\$466,200)

Dear [REDACTED]

We are pleased to inform you that the above referenced limited review application (LRA) has been reviewed and found acceptable by the New York State Department of Health (NYS DOH) in accordance with the limited review provisions set forth in 10 NYCRR section 710.1(c).

Approval of this application is subject to the enclosed contingency first being satisfied. Before beginning any aspect of this project, you must:

- Submit three (3) copies of documentation to address the contingency, within 60 days of receipt of this letter to:

Bureau of Project Management  
NYS Department of Health  
433 River Street, 6th floor  
Troy, New York 12180  
(518)402-0911

Failure to meet the 60-day deadline could result in this project being deemed abandoned as set forth in 10 NYCRR section 710.10(c)(1).

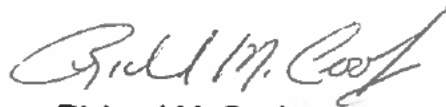
- Receive written approval from the Division of Health Facility Planning (DHFP) indicating satisfaction of the contingency.

In addition to satisfying the contingency, you may proceed with this project based upon the attached conditions. You are expected to comply with any conditions throughout the operation of this project including addressing all drawing review submission requirements indicated by the Bureau of Architectural and Engineering Facility Planning.

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 710.5, any change in the scope of this project requires prior approval from the Department and may require a new or amended application.

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, Division of Health Facility Planning, 433 River Street, Troy, New York 12180.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard M. Cook", written in a cursive style.

Richard M. Cook  
Deputy Commissioner  
Office of Health Systems Management

Enclosure

**CONTINGENCIES:**

1. Submission of an executed building(land) purchase agreement acceptable to the Department of Health. [BFA]

**CONDITIONS:**

1. This approval is based on an Architect's Letter of Certification for Construction Projects signed and submitted by Ms. Grace N. Chiang, R.A. of HOLT Architects, P.C., dated May 5, 2011. No plan review was conducted by the Bureau of Architecture and Engineering Facility Planning. Architect's Certification of Completed Construction will be required prior to Pre-Occupancy Survey. [AER]
2. Please contact your Regional Office of the Department of Health at the time you are ready to commence construction and to schedule a pre-opening survey at project completion. [AER]
3. Please be advised that compliance with all applicable sections of the NFPA 101 Life Safety Code (2000 Edition), and all applicable sections of the State Hospital Code during the construction period is mandatory. This is to ensure that the health and safety of all building occupants are not compromised by the construction project. This may require the separation of residents, patients and other building occupants, essential resident/patient support services and the required means of egress from the actual construction site. The applicant shall develop an acceptable plan for maintaining the above objectives prior to the actual start of construction and maintain a copy of same on site for review by Department staff upon request. [AER]
4. You may proceed with this project, based upon the above. This approval in no way obviates the applicant of the responsibility of complying with all applicable codes, rules and regulations. Should violations be noted upon review of documents or found at time of on-site inspections, or surveys, such violations shall be corrected prior to occupancy without additional costs allowed for reimbursement beyond the total project cost listed above. [AER]

## NYSE-CON All Sites Information

Submission Number:	111392
Facility Name:	Planned Parenthood of the [REDACTED]
Project Description:	Relocate the Planned Parenthood [REDACTED] at Hornell extension clinic from [REDACTED] [REDACTED] Hornell to 111 Seneca Street, Hornell

## Site Information

Site Name: Planned Parenthood [REDACTED]  
[REDACTED] at Hornell

Physical Address: 111 Seneca Street, Hornell, NY 14843

County: STEUBEN

**NEW YORK**  
state department of  
**HEALTH**

Nirav R. Shah, M.D., M.P.H.  
Commissioner

Sue Kelly  
Executive Deputy Commissioner

May 2, 2011

[REDACTED]  
President/Chief Executive Officer  
Planned Parenthood of the [REDACTED]  
[REDACTED]

Re: 111392 L  
Planned Parenthood of the [REDACTED]  
[REDACTED]  
Relocate the Planned Parenthood [REDACTED]  
[REDACTED] at Hornell extension clinic  
from [REDACTED] Hornell to 111  
Seneca Street, Hornell

Dear [REDACTED]


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 Division of Health Facility Planning prior to implementing this project.

If you have additional questions or need further assistance, please contact me at 518-402-0911, New York State Department of Health, Division of Health Facility Planning, 433 River Street, Troy, New York 12180.

Sincerely,



Keith J. McCarthy  
Acting Director  
Bureau of Project Management

KJM/MRC/ss

May 17, 2011

New York State Department of Health  
Bureau of Financial Analysis and Review  
Kristina Thouin  
433 River Street  
Troy, NY 12180

RE: Request for additional information from the Bureau of Financial Analysis  
111392 – L Planned Parenthood of the [REDACTED]

Dear Ms. Thouin,

Attached, please find the additional information your office requested for review.

Sincerely,

[REDACTED]  
President/CEO



1. Provide the draft real estate purchase agreement.

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

Date: May 17, 2011

BETWEEN:

T G Foreman Realty, LLC

111 Seneca St Hornell NY14843

Seller,

and

Planned Parenthood of the [REDACTED]

Buyer.

The Buyer agrees to buy from the Seller and the Seller agrees to sell to the Buyer the following described Premises on the following terms:

1. PREMISES.

- |                                     |                     |
|-------------------------------------|---------------------|
| (a) Street Address:                 | 111 Seneca Street   |
| (b) City, Town or Village & County: | City of Hornell     |
| (c) Tax Parcel:                     | 151.56-03-001.000   |
| (d) Approximate Lot Size:           | 144' x 225'         |
| (e) Deed Reference:                 | Book 1844, Page 104 |
| (f) Improved ( X ) Unimproved ( )   |                     |

TOGETHER WITH and including all buildings and other improvements thereon, and all rights of Seller in and to any and all streets, roads, highways, alleys, driveways, shores, waters, easements and rights of way appurtenant thereto;

PERSONAL PROPERTY: The conveyance of the Premises shall include all fixtures, improvements and systems currently installed at the Premises, including but not limited to the following: all lighting, plumbing, heating, ventilation, air conditioning, electrical and security systems. The conveyance shall also include all screens, storm doors, windows, flooring materials and built-in shelves, cabinets, shrubs and planted vegetation, and the following additional specific appliances, all of which shall be delivered in good, working order as of the Closing Date: **ALL**

2. PRICE

The Purchase Price is \$ 275,000 payable as follows:

\$1,000.00 deposited with Miller Mayer, LLP, Attorneys for the Buyer to be held in the Miller Mayer Attorney Escrow Account at M&T Bank, Ithaca, New York (a non-interest bearing account) and to be applied to the purchase at the time of closing or returned to Buyer if Buyer exercises any of the contingencies set forth in Section 3 of this Agreement, or Seller defaults under any terms of this Agreement.

\$ 274,000 cash and/or mortgage proceeds on delivery of deed; any amount in excess of \$500.00 shall be delivered by Bank, Certified or Attorney Escrow Check.

\$ 275,000 **TOTAL PURCHASE PRICE**

3. CONTINGENCIES

This offer is contingent upon the following (and for purposes of this Agreement, the date on which Buyer receives this Agreement from Seller, signed by Seller, shall be known as the "Acceptance Date"):

(a) This contract is specifically made contingent upon Buyer receiving a written commitment for a first mortgage loan in the amount of \$ \_\_\_\_\_ from a local financial institution with interest at the prevailing rate. If Buyer is unable to obtain a commitment for such mortgage loan by \_\_\_\_\_, the Seller, at Seller's option may declare this Agreement null and void, by sending written notice to Buyer. Thereafter, all deposits shall be returned to

1. Provide the draft real estate purchase agreement.

the Buyer. Unless or until Seller so notifies the Buyer, this contract shall continue in full force and effect and shall be subject to the above set forth contingency.

(b) This contract is specifically made contingent upon approval of the legal form and content of this instrument by the parties respective attorneys. Any objections by either party's attorney to such form or content must be made in writing and delivered to the other party's attorney no later than 5:00 p.m. on the **fifth (5<sup>th</sup>) business day** immediately following the Acceptance Date. Failure of the parties respective attorneys to raise any such objections within the time period set forth herein shall constitute removal of this contingency. The name and contact information of the parties' attorneys are as follows:

\_\_\_\_\_  
Buyer's Attorney:

Kimberly N. Rothman, Esq.  
Miller Mayer, LLP  
202 E. State St., 7<sup>th</sup> Fl.  
Ithaca, NY 14850  
(607) 273-4200 (phone)  
(607) 272-6694 (fax)  
knr@millermayer.com

\_\_\_\_\_  
Seller's Attorney:

(c) This contract is specifically made contingent upon the receipt by the Buyer within **Thirty (30)** days of the Acceptance Date of an inspection report satisfactory to the Buyer with respect to the structural, heating, cooling, lighting, electrical and plumbing systems; the Buyer shall be solely responsible for coordinating and paying for said inspection and report and for selecting the inspector to complete the same. Upon Buyer's request, Seller shall provide Buyer and Buyer's inspector access to the Premises for the purpose of conducting this inspection. If the Buyer is not objectively satisfied, for any reason, because of a material defect in the structure, heating, cooling, lighting, electrical or plumbing systems, the Buyer will notify the Seller in writing of the defects found within the period of time set forth herein. The Seller, within two business days, of receiving the Buyer's written objections, will elect from the following options: Seller will agree to repair the defects to the Buyer's satisfaction; Seller will agree to reduce the purchase price by the cost of such repair, as agreed upon by the parties in writing; or Seller will declare this contract null and void with all deposits returned to the Buyer. Failure of the Buyer to make the Seller aware of any defects, if any, within the time period set forth herein shall constitute removal of this contingency. The term "material defect" shall be defined as a single defect or collection of defective items whose total remedial costs exceed \$ **5,000**.

(d) This contract is specifically made contingent upon the receipt by the Buyer within **Thirty (30)** days of the Acceptance Date of a radon test by a qualified inspector of Buyer's choosing (and at Buyer's expense) to determine that the presence of radon gas within the Premises does not exceed 4pCi/L. Should the level exceed 4pCi/L, Buyer then has an option to declare the contract null and void or refer the problem level to Seller by written notice delivered to Seller within the period of time set forth herein. Seller shall have the option to either remediate the situation or declare this contract null and void with all deposits returned to Buyer. Failure of the Buyer to make the Seller aware of any objection within the time period set forth herein shall constitute removal of this contingency.

(e) If the Premises are part of a homeowner's association or subject to restrictive covenants or other use restrictions, this contract is specifically made contingent upon approval by the Buyer of the form and content of the association rules or guidelines and/or the restrictive covenants or restrictions. Seller or Seller's Attorney shall deliver a copy of any such rules, guidelines, restrictive covenants or other restrictions, along with a description of any related monthly or annual fees or assessments, to Buyer. Buyer shall have ten (10) business days from the date of receipt to notify Seller or Seller's Attorney in writing of any objections to said rules, guidelines, restrictive covenants or other restrictions and to declare this contract null and void with all deposits returned to Buyer. Failure of the Buyer to so notify the Seller or Seller's Attorney as set forth herein shall constitute removal of this contingency.

(f) If the Premises are subject to an oil or gas lease, this contract is specifically made contingent upon review and approval of the form and content of such lease by the Buyer. Seller shall deliver a full copy of any such lease (including any addendum thereto) to Buyer, and Buyer shall have ten (10) business days from the date of receipt to notify Seller in writing of any objections to said lease and to declare this contract null and void with all deposits returned to Buyer. Failure of the Buyer to so notify the Seller as set forth herein shall constitute removal of this contingency. A memorandum of lease shall not be sufficient for purposes of this contingency, instead the full text of the lease must be delivered to Buyer.

(g) [BOARD APPROVAL] This contract is specifically made contingent upon Buyer receiving approval from its Board of Directors for the purchase of the Premises. If Buyer is unable to obtain such approval by **June 1**,

1. Provide the draft real estate purchase agreement.

**2011** \_\_\_\_\_, the Seller, at Seller's option may declare this Agreement null and void, by sending written notice to Buyer. Thereafter, all deposits shall be returned to the Buyer. Unless or until Seller so notifies the Buyer, this contract shall continue in full force and effect and shall be subject to the above set forth contingency.

(h) [ENVIRONMENTAL] This contract is specifically made contingent upon review by the Buyer within sixty (60) days of the Acceptance Date, of a Phase I environmental audit, or such other examinations, tests, inspections and/or reviews of the Premises as Buyer may, in its sole discretion, deem advisable in order to evaluate any potential environmental and/or hazardous substance problem at the Premises. If the Buyer is not objectively satisfied, for any reason, with the results of such environmental testing, the Buyer will notify the Seller in writing of the problems found within the period of time set forth herein. The Seller, within five business days of receiving the Buyer's written objections, will elect from the following options: Seller will agree to take remedial action with respect to such environmental problem; Seller will agree to reduce the purchase price by the cost of such remedial action, as agreed upon by the parties in writing; or Seller will declare this contract null and void with all deposits returned to the Buyer. Failure of the Buyer to make the Seller aware of any environmental and/or hazardous substance problems, if any, within the sixty (60) day time period set forth herein shall constitute removal of this contingency.

(i) [Condo/Homeowner's Association] If the Premises are part of a condominium or homeowner's association that must approve of the Buyer prior to transfer of the Premises to Buyer, this contract is specifically made contingent upon such association's approval. The Buyer agrees to make application to and provide all materials required by the association in connection with their review and approval. If the Buyer is not approved by the association for any reason other than Buyer's failure to provide the materials required by the association, this contract shall be null and void with all deposits returned to the Buyer.

(j) This contract is specifically made contingent upon review by the Buyer within sixty (60) days of the Acceptance Date, of a Phase I environmental audit, or such other examinations, tests, inspections and/or reviews of the Premises as Buyer may, in its sole discretion, deem advisable in order to evaluate any potential environmental and/or hazardous substance problem at the Premises. If the Buyer is not objectively satisfied, for any reason, with the results of such environmental testing, the Buyer will notify the Seller in writing of the problems found within the period of time set forth herein. The Seller, within five business days of receiving the Buyer's written objections, will elect from the following options: Seller will agree to take remedial action with respect to such environmental problem; Seller will agree to reduce the purchase price by the cost of such remedial action, as agreed upon by the parties in writing; or Seller will declare this contract null and void with all deposits returned to the Buyer. Failure of the Buyer to make the Seller aware of any environmental and/or hazardous substance problems, if any, within the sixty (60) day time period set forth herein shall constitute removal of this contingency.

Notwithstanding the foregoing, Buyer may elect to waive any of the foregoing contingencies by delivering a written statement to the Seller or by taking no action within the above set forth contingency periods. The Buyer shall not be required to conduct any of the above set forth testing or inspections.

4. CLOSING DELIVERIES

All items listed below shall be delivered by Seller or Seller's Attorney to Buyer's Attorney for review at least ten (10) days prior to the Closing Date (as hereinafter defined):

(a) Deed: Conveyance shall be by warranty deed (or if appropriate executor's or administrator's deed) with lien covenant conveying good and marketable title in fee simple to the Premises, free and clear of all liens and encumbrances.

(b) Abstract of Title: The Seller shall deliver a title search by an abstract company showing a warranty deed of record at least forty (40) years prior to and updated through a date no more than three (3) months prior to the date of this Purchase Agreement. The Seller shall pay for the cost of said title search, for continuation of said search to the Closing Date and for the final extension of the Abstract of Title after closing.

(c) Survey: The Seller shall, at Seller's expense, furnish and deliver to the Buyer or Buyer's Attorney within a reasonable time before closing an occupational survey which shows the corners monumented, dated after the date of this contract, and certified to Buyer, Buyer's Attorney, Buyer's lending institution and Title Insurance Company, made by a land surveyor duly licensed by the State of New York. The survey shall show the Premises and the location of all improvements, and easements and rights of way, and shall be in a form acceptable for filing in the County Clerk's Office, with sufficient copies for the Tax Assessment Department, Bank, Title Insurance Company, Buyer, Buyer's Lender and Buyer's Attorney.

1. Provide the draft real estate purchase agreement.

(d) Tax Searches and Receipted Tax Bills: The Seller shall deliver at Seller's expense, tax searches (including, county, village and city tax searches, as applicable), dated within thirty (30) days of closing, and receipts showing payment of all outstanding real property taxes applicable to the Premises up to and including the Closing Date.

(e) Water Test: In the event that the Premises are not connected to a public water system, the Seller shall, at Seller's expense, deliver to the Buyer prior to closing a certificate from a certified laboratory showing that the drinking water is fit for human consumption.

(f) Septic Pumping and Certification: In the event that the Premises are not connected to a public sewer system, the Seller shall furnish, prior to closing and at Seller's expense, a written statement from a qualified septic system pumper or other person satisfactory to the Buyer, stating that the septic system has been pumped out by said septic system pumper within three (3) months prior to the Closing Date (as hereinafter defined) and that said septic system pumper has inspected the system within three (3) months prior to said Closing Date and that at the time of inspection, the septic system appeared to be working satisfactorily. The Seller shall be responsible for all costs associated with obtaining this statement from said septic system pumper, including but not limited to, costs of inspection, pumping and repair, if necessary. In the event the costs of repair are excessive, in the judgment of the Seller, the Seller will not be obligated to complete the repairs and may opt to declare this contract null and void, with all deposits being returned to Buyer, unless the Buyer agrees to assume the cost of said repairs.

(g) Title Curatives: The Seller shall, at the Seller's expense, obtain and deliver prior to closing any necessary affidavits, agreements, releases, discharges, consents, certificates or other documents required to convey good and marketable title, free and clear of all liens and encumbrances (aside from the usual and customary easements for water lines, sanitary sewer, drainage, and utility easements used to provide such services to the Premises). Provided however that any outstanding mortgage or home equity loan made by a commercial lending institution to the Seller, which is paid off using proceeds delivered to Seller at closing, must be discharged of record no later than thirty (30) days after closing, and this provision shall survive the closing and transfer of title. Seller or Seller's Attorney shall be responsible for obtaining and recording such discharge (including the recording cost thereof).

(h) Shared Driveway/Private Roadway: If access to the obtained by the use of a shared or common driveway or private roadway for which no prior agreement exists of record, Seller shall furnish (at Seller's expense and prior to closing) an agreement in recordable form signed by all users thereof setting forth the terms of use, including the following provisions: (1) no party's use may block, prevent or interfere with any other party's use thereof; (2) the cost of maintenance shall be paid by each user in proportion to their usage; (3) each party to the agreement shall indemnify and hold harmless all other users thereof; and (4) the rights and obligations of the agreement shall run with the land and bind all successors and assigns.

(i) Encroachments: If the survey and/or abstract of title disclose any encroachment of improvements located on the Premises onto neighboring parcels or the encroachment of improvements sited on neighboring parcels onto the Premises (such improvements shall include but not be limited to buildings, decks, driveways, walkways, landscaping and fences), the Seller shall, at the Seller's expense, obtain and deliver prior to closing an agreement in recordable form with the neighboring land owner permitting the improvement to remain in its current location (and the owner thereof to use such improvement) until such time as it is removed or rebuilt, at which time it shall be sited entirely on the property of the owner of such improvement, and further setting forth the agreement of both parties as to the location of the common boundary between their respective properties and quitclaiming any and all right that either party may have to any land beyond the agreed upon common boundary.

(j) Assignment of Oil & Gas Lease: If the Premises are subject to an oil and/or gas lease, such lease, including all rents, royalties and profits therefrom, shall be assigned to the Buyer by written assignment recorded at closing and a copy thereof shall be delivered to the lessee under such lease.

(k) Smoke and Carbon Monoxide Affidavit: If required by New York State law, Seller shall deliver an affidavit confirming the presence of an operable smoke detector and carbon monoxide detector, as required by such law.

(l) Tax Forms: Seller shall deliver all tax forms required for recordation of a deed in the County Clerk's office, including the TP-584 and RP-5217. If the Seller is not a New York State resident, the Seller must also deliver an IT-2663 (and estimated taxes as established thereby must be paid at closing).

1. Provide the draft real estate purchase agreement.

(m) Subdivision / Land Division Approval: If the Premises constitutes only a portion of a pre-existing parent parcel or is a lot in a subdivision or part of any other land division, the Seller shall deliver all necessary documentation to establish that the division has been approved in accordance with local and state law. Furthermore, if the Premises constitutes only a portion of a pre-existing tax parcel, the Seller shall deliver a certificate of apportionment from the Assessor's office, establishing the percentage of such tax parcel's assessed value to be attributed to the Premises.

(n) Condominium or Homeowner's Association Documents: If the part of a condominium or homeowner's association or other association that charges periodic fees based on ownership of the Premises, Seller shall deliver a certification from said association prior to closing confirming that all outstanding association assessments have been paid in full and that there are no outstanding delinquencies or penalties due to the association in relation to the Premises.

5. POSSESSION

Possession of the Premises shall be available to the Buyer on date of closing which shall occur on or about June 1, 2011 (which date shall herein be referred to as the "Closing Date").

6. CLOSING ADJUSTMENTS

Taxes, assessments, association fees, rentals, interest items, water and sewer charges, garbage disposal fees, fuel in storage, utility charges and insurance, shall be adjusted to the Closing Date.

7. CONDITION OF PREMISES AT CLOSING

On the Closing Date, Seller shall deliver the Premises to Buyer free of all personal property (other than those items listed in Section 1 of this Agreement), without regard to whether the personal property is owned by Seller. Furthermore, the Premises shall be delivered in broom clean condition, and Seller shall be responsible for maintaining all exterior landscaping (including lawn mowing and snow shoveling) up to the Closing Date. The Buyer shall have a right to inspect the Premises within twenty four (24) hours of closing for the purpose of confirming the condition of the improvements, maintenance of the Premises and Seller's completion of all repairs (if any) agreed to by the parties in this Agreement or by written addendum signed by the parties subsequent to the execution of this Agreement. Seller will not cause any change to occur to the Premises between the date of this Agreement and the Closing Date, including, but not limited to, removal of trees or other vegetation, excavation, fill or other physical alteration.

8. CLOSING EXPENSES

The Seller shall pay the required transfer tax to be attached to the deed and for continuation of tax and title searches up to the Closing Date, together with the final extension of the Abstract of Title. The Buyer shall pay for any fees incurred for recording the deed, survey, mortgage, together with the mortgage tax.

9. RISK OF LOSS

Risk of loss or damage to the Premises by fire or other causes or casualties until the Closing Date is assumed by the Seller.

10. REJECTION OF TITLE

In the event that the Buyer shall raise any objection to the Seller's title, which if valid, would render the title unmarketable for the present or intended use as herein expressed, or the improvements are found to be illegal or violation of any effective law, ordinance, regulation or restriction, the Buyer shall have the right to cancel this Agreement by giving written notice of such cancellation to the Seller, whereupon all liability by reason of this Agreement shall cease and all deposits shall be returned to the Buyer; provided however, if the Seller shall be able within a reasonable length of time to cure the objection, or if, upon Buyer's approval, Seller shall be able to secure (at Seller's expense) a commitment for title insurance to insure against the objections raised by the Buyer, then this contract shall remain and continue in full force and effect. Buyer shall be under no obligation to accept insurable title in lieu of marketable title, and if Buyer's title objection cannot then be cured, Buyer shall have the option of canceling this Agreement with all deposits returned to Buyer.

11. REPRESENTATION AND WARRANTIES

1. Provide the draft real estate purchase agreement.

Seller warrants that to the best of Seller's knowledge: (a) as of the time this offer is accepted and also as of the time of closing, that all plumbing, heating and electrical systems and appliances are and shall be in good working condition, (b) the Premises and any improvements thereon are in full compliance with restrictive covenants and all statutes, ordinances, regulations, and/or other administrative enactments including but not limited to Building Codes and Zoning Ordinances for the present and that neither Seller nor Seller's agent has received notice or has any knowledge of any violation thereof, (c), other than common household products, there have never been any and currently there are no hazardous or toxic materials, substances, chemicals or wastes located, stored, produced or present at, on, about or under the Premises or the lands immediately adjoining the Premises, and there exists no underground storage tanks, and if any underground storage tanks formerly existed on the Premises, such tanks, and any residue therefrom, were removed in accordance with applicable laws, and (d) there is no pending or threatened litigation concerning the Premises. These warranties shall survive closing and transfer of title.

12. RIGHTS OF THE BUYER AND SELLER REGARDING LEASES

Unless the terms of this section are satisfied, the Premises shall be delivered to the Buyer vacant and free of all tenants or occupants. If the Premises are to be conveyed subject to existing written or verbal leases or tenancy agreements, then the Seller shall deliver to the Buyer copies of all such written leases or a written statement setting forth the terms of any verbal leases or tenancy agreements, and the Seller shall also provide reasonable proof that the income and expenses associated with the Premises are those which have heretofore been disclosed to the Buyer. The Buyer shall have ten (10) business days from the date of receipt to notify the Seller's Attorney in writing of any objections to said materials and to declare this contract null and void with all deposits returned to Buyer. All outstanding leases and tenancy agreements shall be assigned to the Buyer at closing and all security deposits and advance rental payments shall be delivered to Buyer at that time; furthermore, all rental payments shall be adjusted to the Closing Date. Seller or Seller's Attorney shall prepare and deliver, along with all other closing deliveries set forth in Paragraph 4 of this Agreement, a rent roll to summarize the amounts of the outstanding security deposits, advance rental payments and monthly rents for each lease and/or tenancy agreement.

The Buyer shall have the right to approve any new Leases to be entered into by the Seller with respect to the subject Premises prior to closing. Such approval shall not be unreasonably withheld. The Buyer may seek new Leases for the Premises and will be allowed to show the Premises to prospective tenants, within the provision of the show clauses in the existing Leases. The Seller shall have the right to approve any new Leases to be entered into by the Buyer with respect to the subject Premises, prior to closing. Such approval shall not be unreasonably withheld.

Seller agrees to furnish to Buyer at the time of closing a 60-day letter regarding re-issuance of the Certificate of Compliance in Buyer's name with respect to said Premises for the use or uses herein specified, and if there are any exceptions therein, the Seller agrees to remedy the same before closing. In the event the cost to remedy the exceptions is excessive in the judgment of the Seller, the Seller will not be obligated to remedy said exceptions and may opt to declare this contract null and void unless the Buyer agrees to assume the cost of said remedies.

13. PERIOD OFFER EFFECTIVE

This offer shall remain in force and effect until accepted, rejected or withdrawn, but in no event later than June 1, 2011, at 5:00 p.m.

14. REAL ESTATE BROKERAGE

It is understood and agreed that no real estate broker or salesman was involved or concerned in this sale. Each of the parties agrees to indemnify and hold the other party harmless for any and all claims of any real estate brokers arising out of the actions of the indemnifying party. Such indemnification will include reasonable attorney's fees of the party being indemnified.

15. SUPERSEDING AGREEMENT

This Agreement supersedes any and all agreements and representations that may have been previously made between the parties and states the full agreement of the parties.

16. BINDING EFFECT AND MODIFICATION

This contract shall bind the parties hereto, their heirs, distributees, successor and assigns, and may not be modified except in a writing signed by the party to be charged. The terms of this Agreement and all written

1. Provide the draft real estate purchase agreement.

modifications hereto shall survive the closing.

17. DISCLOSURE:

The Property Condition Disclosure under Article 14 of the Real Property Law is not applicable to this transaction.

18. MISCELLANEOUS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Agreement. This document may be executed by facsimile, and the signature of any party to this Agreement transmitted by facsimile shall be treated as an original signature for purposes of this Agreement.

The headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

This Agreement shall be governed by the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York. Venue for any disputes shall be exclusively with the courts of Tompkins County, New York State.

19. OTHER PROVISIONS \_\_\_\_\_

**BUYER AGREES TO PROVIDE APPRAISER SIGNATURE ON APPROPRIATE IRS TAX FORMS REQUIRED TO SUBSTANTIAL APPRAISAL OF 408,000**

IN WITNESS WHEREOF the Buyer and Seller have executed this Agreement as of the date above written.

**BUYER:**

PLANNED PARENTHOOD OF THE  
[REDACTED]

**SELLER:**

T G FOREMAN REALTY, LLC

By: [REDACTED] President / CEO

By:  
Its:

2. Provide a further breakdown of accumulated funds to be used for financing. (i.e. cash, investments)

Planned Parenthood of the [REDACTED] will purchase 111 Seneca St., Hornell, NY using accumulated cash or cash equivalent funds in two operating accounts with a balance of \$675, 485 at Chemung Canal Trust Company and Tompkins Trust Company as of May 12, 2011 and an account with Wells Fargo with a balance of \$980,434 as of March 31, 2011.

Detailed account numbers and balances as of the day of closing are available upon request.

111392 L

Planned Parenthood of the [REDACTED] at Hornell extension clinic

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### 3. Provide the 2010 internal Statements of Activities for Planned Parenthood of the [REDACTED]

**Planned Parenthood of the [REDACTED]  
Statements of Financial Position  
December 31, 2010 and December 2009**

<b>ASSETS</b>		
<b>CURRENT ASSETS</b>	<b>2010</b>	<b>2009</b>
Cash	\$322,209	\$390,187
Cash Capital Campaign	\$145,441	
Accounts receivable, net	390,142	418,593
Grants receivable	405,320	318,037
Inventory	124,858	81,765
Other Receivables	2,369	26,220
Prepaid expenses	68,479	56,499
Pledges receivable	244,126	28,554
<b>TOTAL CURRENT ASSETS</b>	<b>\$1,702,945</b>	<b>\$1,319,855</b>
<b>INVESTMENTS, unrestricted</b>	<b>948,246</b>	<b>879,124</b>
<b>INVESTMENTS, Rainy Day Fund</b>	<b>72,602</b>	<b>0</b>
<b>INVESTMENTS, permanently restricted</b>	<b>128,004</b>	<b>128,004</b>
<b>CHARITABLE GIFT ANNUITY</b>	<b>13,316</b>	<b>4,260</b>
<b>POOLED INCOME FUND</b>	<b>36,366</b>	<b>33,411</b>
<b>LAND, BUILDING, AND EQUIPMENT</b>	<b>1,543,389</b>	<b>1,547,816</b>
<b>TOTAL ASSETS</b>	<b>\$4,444,869</b>	<b>\$3,912,470</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$136,213	\$135,320
Accrued payroll	57,350	60,350
Other Current Liabilities	41,123	38,478
Deferred Grant Support	18,995	31,493
Tenant Security Deposits	915	895
Current portion of long term debt	16,743	15,810
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$271,339</b>	<b>\$282,346</b>
<b>POOLED INCOME FUND</b>	<b>13,527</b>	<b>13,020</b>
<b>CHARITABLE GIFT ANNUITY</b>	<b>10,468</b>	<b>3,200</b>
<b>LONG TERM DEBT, net of current portion</b>	<b>34,901</b>	<b>51,644</b>
<b>TOTAL LIABILITIES</b>	<b>\$330,236</b>	<b>\$350,210</b>
<b>NET ASSETS</b>	<b>\$660,471</b>	<b>\$700,420</b>
<b>Unrestricted</b>		
Operating	956,746	1,123,718
Results of Operations	427,367	0
Property	1,547,816	1,547,816
Board designated	522,127	457,194
	3,454,057	3,128,728
Temporarily restricted	492,013	264,969
Permanently restricted	168,563	168,563
<b>TOTAL NET ASSETS</b>	<b>\$4,114,633</b>	<b>\$3,562,260</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$4,444,869</b>	<b>\$3,912,470</b>

**NEW YORK**  
*state department of*  
**HEALTH**

Nirav R. Shah, M.D., M.P.H.  
Commissioner

Sue Kelly  
Executive Deputy Commissioner

[REDACTED]  
President/Chief Executive Officer  
Planned Parenthood of the [REDACTED]  
[REDACTED]

May 5, 2011

RE: 111392 – L Planned Parent Hood of the  
[REDACTED]

Dear [REDACTED]:

Review of the above application has revealed the need for the additional information requested in the enclosure from the Bureau of Financial Analysis. 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 30 days of the date of this letter in accordance with 10 NYCRR 710.3(a).

Processing of your application by the Bureau of Financial Analysis cannot be completed until the information is received and reviewed. Also, if this project requires review by the Public Health and Health Planning Council, such review may have to be delayed if the requested information is not received promptly. Accordingly, while you have 30 days to respond, you are encouraged to submit the response at your earliest opportunity.

If you have any questions on the information being requested, please contact Kristina Thouin at 518-402-0953, New York State Department of Health, Bureau of Financial Analysis and Review, 433 River Street, Troy, New York 12180.

The following information is required to complete the review of the above referenced application.

Sincerely,

Kristina Thouin

1. Provide the draft real estate purchase agreement.
2. Provide a further breakdown of accumulated funds to be used for financing. (i.e. cash, investments)
3. Provide the 2010 internal Statements of Activities for Planned Parenthood of the [REDACTED]  
[REDACTED]



**New York State Department of Health**  
**Division of Health Facility Planning/Bureau of Architectural & Engineering Facility Planning**

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**ARCHITECTURAL AND ENGINEERING CERTIFICATION FOR CONSTRUCTION PROJECTS  
FOR USE WITH LIMITED REVIEWS, ADMINISTRATIVE REVIEWS  
AND FULL REVIEWS WITH A PROPOSED TOTAL PROJECT COST OF LESS THAN \$15 MILLION**

Date: \_\_\_\_\_

NYS Department of Health/Office of Health Systems Management  
Division of Health Facility Planning  
Bureau of Architectural and Engineering Facility Planning  
433 River Street, 6<sup>th</sup> Floor  
Troy, New York 12180-2299

Re:    Name: \_\_\_\_\_  
         Location: \_\_\_\_\_  
         Description: \_\_\_\_\_  
         \_\_\_\_\_

To the New York State Department of Health:

I hereby certify that:

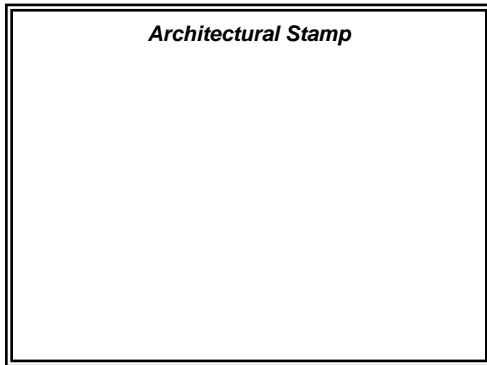
1. I have been retained by the above-named facility, to provide services related to the design and preparation of working drawings and specifications for the above referenced construction project, and, as applicable, to make periodic visits to the site during construction, and perform such other required 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 functional program for the referenced construction project and in accordance with any project definitions, waivers 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 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)
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, or 716), I shall bring this to the attention of Bureau of Architectural and Engineering Facility Planning 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 achieve compliance with applicable requirements of 10 NYCRR Parts 711, 712, 713, 714, 715 and 716, when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under 10 NYCRR Part 86.

This certification is being submitted to facilitate the CON review and subsequent formal plan approval by your office. It is understood that an electronic copy of final Construction Documents on CD, must be submitted for all projects subject to Full or Administrative Reviews.

**Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Description: \_\_\_\_\_



\_\_\_\_\_  
Signature of Architect or Engineer

\_\_\_\_\_  
Name of Architect or Engineer (Print)

\_\_\_\_\_  
Professional New York State License Number

\_\_\_\_\_  
Business Address

**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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

*Notary signing required for the applicant*

\_\_\_\_\_  
**STATE OF NEW YORK**

County of \_\_\_\_\_

)  
) SS:  
)

On the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, 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) \_\_\_\_\_