NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel
625 Broadway, 14th Floor, Albany, New York 12233-1500
P: (518) 402-9185 | F: (518) 402-9018
www.dec.ny.gov

November 8, 2018

SENT VIA FIRST CLASS MAIL AND
BY ELECTRONIC MAIL
mvillani@swc-law.com

Ms. Miriam E. Villani
Sahn Ward Coschignano, PLLC
233 Earle Ovington Blvd.
Suite 601
Uniondale, NY 11553

RE: Amendment to Order on Consent
Index No.: CO 1-20181106-225
Site Name: A. Holly Patterson Facility
Site No.: 130204

Dear Ms. Villani:

Enclosed to complete your files is a copy of the fully executed Amendment to Order on Consent and Administrative Settlement referencing the site located at 875 Jerusalem Avenue, Uniondale Nassau County and Nassau Health Care Corporation, d/b/a NuHealth.

If you have any further questions or concerns relating to this matter, please contact Michael Murphy at 518-402-8564.

Sincerely,

Maria Mastroianni
Remediation Bureau
Office of General Counsel

ec: M. Murphy, Esq., NYSDEC

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

In the Matter of the Development and Implementation of a Remedial Program for an Inactive Hazardous Waste Disposal Site under Article 27, Title 13 of the Environmental Conservation Law by Nassau Health Care Corporation d/b/a NuHealth, owner and operator of A. Holly Patterson Extended Health Care Facility, Inc. Respondent.	**AMENDMENT TO ORDER ON CONSENT and ADMINISTRATIVE SETTLEMENT** Index # CO 1-20181106-225 Site # 130204

WHEREAS,

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. This Order is issued pursuant to the Department's authority under, *inter alia,* ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

2. Nassau Health Care Corporation d/b/a NuHealth ("Respondent") is the owner of the A. Holly Patterson campus and operates A. Holly Patterson Extended Health Care Facility, Inc. The Site is located on part of the existing A. Holly Patterson campus located at 875 Jerusalem Ave., Uniondale, New York 11553, and identified on the Nassau County Land and Tax Map as Nassau County Tax Map Section 50, Block G, Lot 277 (hereinafter, the "Site").

3. The Site has not been listed in the *Registry of Inactive Hazardous Waste Disposal Sites* in New York State.

4. On March 3, 2010, Respondent entered into an Order on Consent and Administrative Settlement with the Department ("2010 Order") regarding the Site. The 2010 Order is attached as Exhibit A.

5. On September 4, 2013, Respondent submitted to the Department an Interim Remedial Measure ("IRM") Work Plan for the Site. The Department approved the IRM Work Plan on October 10, 2013.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. Revised Site

A. The Site shall be revised to exclude the area described in the survey and metes and bounds description attached as Exhibit B (the "Excluded Area"). The Site excluding the area set forth in Exhibit B shall be referred to hereinafter as the "Revised Site".

B. The Revised Site shall remain subject to the terms and conditions of the 2010 Order.

C. The Excluded Area described in the survey and metes and bounds description attached as Exhibit B, which was included in the 2010 Order, shall be released from and no longer subject to the terms and conditions of the 2010 Order.

D. Respondent agrees to proceed in 2018 with the Department-approved IRM Work Plan on the Revised Site in accordance with the provisions set forth in the 2010 Order.

E. The Excluded Area described in Exhibit B shall be subject to a Declaration of Covenants and Restrictions, attached hereto as Exhibit C.

II. Miscellaneous

A. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27, or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

B. Respondent and Respondent's successors and assigns in title to the Site shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.

C. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

D. The effective date of this Order is the 10th Day after it is signed by the Commissioner or the Commissioner's designee.

DATED:

NOV 7 2018

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____

Michael J. Ryan, P.E.
Director, Division of Environmental
Remediation

CONSENT BY RESPONDENT

Respondent hereby consent to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Nassau Health Care Corporation d/b/a NuHealth

By: _____

Title: Paul A. Pipia, MD

Date: 10/29/18

Notary Public Language

MEGAN C RYAN
NOTARY PUBLIC STATE OF NY
NO 02RY6142488
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 5/28/2022

EXHIBIT A

New York State Department of Environmental Conservation
Office of General Counsel, 14th Floor
625 Broadway, Albany, New York 12233-1500
Fax: (518) 402-9018 or (518) 402-9019
Website: www.dec.ny.gov

Alexander B. Grannis
Commissioner

Regular Mail

March 4, 2010

Robert Benrubi, Esq.
Counsel to the President and CEO
The NuHealth System
2201 Hempstead Turnpike
East meadow, New York 11554

Re: Final Order on Consent,
No. A1-0631-01-10
AHP Site, No. 130204

Dear Mr. Benrubi:

Enclosed please find a fully executed copy of the above referenced Order on Consent for your records. Please contact me if you have any questions in this regard. Thank you for your assistance in this matter.

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Michael J. Lesser

Michael Lesser
Assistant Counsel

MJL:mjl/366284

Enclosure

ec: W. Parish (wo/ encl.)
R. Stewart "

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

In the Matter of the Development and Implementation of a Remedial Program for an Inactive Hazardous Waste Disposal Site under Article 27, Title 13 of the Environmental Conservation Law by A. Holly Patterson Extended Health Care Facility, Inc. Respondent.	**ORDER ON CONSENT** **and** **ADMINISTRATIVE** **SETTLEMENT** Index # A1-0631-01-10 Site # 130204

WHEREAS,

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. This Order is issued pursuant to the Department's authority under, *inter alia,* ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

2. A. Holly Patterson Extended Health Care Facility, Inc.("Respondent") is a New York not-for-profit corporation whose sole member is the current owner of the Site, the Nassau Health Care Corporation ("NHCC"). The Site is located on Jerusalem Ave. In Uniondale, New York and is otherwise known as Nassau County Tax Map Section 50, Block G, Lot 277 (hereinafter the "Site"). Exhibit "A" is a map of the Site showing its general location.

3. The Site has not been listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State.*

4. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

5. The parties agree that the goal of this Order is to certify the that the Site is suitable for Restricted Residential redevelopment as that term is defined pursuant 6 NYCRR Part 375-6, and any guidance developed thereto.

6. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT**:

I. Initial Submittal

Within thirty (30) Days after the effective date of this Order, Respondent shall submit to the Department a Records Search Report prepared in accordance with Exhibit "B" attached hereto. The Records Search Report can be limited if the Department notifies Respondent that prior submissions satisfy specific items required for the Records Search Report.

II. Development, Performance, and Reporting of Work Plans

A. Work Plans

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans") and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 *et seq*. The Work Plan(s) under this Order shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a). All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

Each Work Plan submitted shall use one of the following captions on the cover page:

1. Site Characterization ("SC") Work Plan: a Work Plan whose objective is to identify the presence of any hazardous waste disposal at the Site;

2. Remedial Investigation/Feasibility Study ("RI/FS") Work Plan: a Work Plan whose objective is to perform a Remedial Investigation and a Feasibility Study;

3. Interim Remedial Measure ("IRM")Work Plan: a Work Plan whose objective is to provide for an Interim Remedial Measure;

4. Remedial Design/Remedial Action ("RD/RA")Work Plan: a Work Plan whose objective is to provide for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD; or

5. Site Management Plan: a Work Plan whose objective is to identify and implement the institutional and engineering controls required for the Site, as well as any necessary monitoring and/or operation and maintenance of the remedy.

B. Submission/Implementation of Work Plans

1. (a) The supplemental investigation Work Plan shall be submitted to the Department within sixty (60) Days after the effective date of this Order.

(b) The Department may request that Respondent submit additional or supplemental Work Plans for the Site. Within thirty (30) Days after the Department's written request, Respondent shall advise the Department in writing whether it will submit and implement the requested additional or supplemental Work Plan or whether it elects to terminate this Order pursuant to Paragraph XIII. If Respondent elects to submit and implement such Work Plan, Respondent shall submit the requested Work Plan within sixty (60) Days after such election. If Respondent elects to terminate this Order or fails to make a timely election, this Order shall terminate pursuant to Paragraph XIII.

©) Respondent may opt to propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

(d) Any request made by the Department under Subparagraph II.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XII.

2. A Professional Engineer must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

3. During all field activities conducted under this Order, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative

may be an employee or a consultant retained by Respondent to perform such supervision as set forth in 6 NYCRR Part 375-1.6(a)(3).

C. Modifications to Work Plans

The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph II.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to Respondent's right to terminate pursuant to Paragraph XIII, provide written notification as provided at 6 NYCRR 375-1.6(d)(3)as to whether it will modify the Work Plan, or invoke dispute resolution

D. Submission of Final Reports and Annual Reports

1. In accordance with the schedule contained in a Work Plan, Respondent shall submit a final report as provided at 6 NYCRR 375-1.6(b) and a final engineering report as provided at 6 NYCRR 375-1.6©).

2. Any final report or final engineering report that includes construction activities shall include "as built" drawings showing any changes made to the remedial design or the IRM.

3. In the event that the final engineering report for the Site requires Site management, Respondent shall submit an annual report by the 1st Day of the month following the anniversary of the start of the Site management. Such annual report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Respondent may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

E. Review of Submittals other than Progress Reports and Health and Safety Plans

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include an approval or disapproval of the submittal, in whole or in part. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within fifteen (15) Days after the date of the Department's written notice that

Respondent's submittal has been disapproved, Respondent shall, subject to Respondent's right to terminate pursuant to Paragraph XIII in the event the rejected submittal is a Work Plan submitted prior to the Department's approval of the RD/RA Work Plan, elect as provided at 6 NYCRR 375-1.6(d)(4). If Respondent elects to modify the submittal, Respondent shall, within thirty (30) Days after such election, make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal. In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

3. Within thirty (30) Days after the Department's approval of a final report, Respondent shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

F. Department's Issuance of a ROD

Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the Citizen Participation Plan, in soliciting public comment on the proposed remedial action plan ("PRAP"), if any. After the close of the public comment period, the Department shall select a final remedial alternative for the Site in a ROD. Nothing in this Order shall be construed to abridge any rights of Respondent, as provided by law, to judicially challenge the Department's ROD.

G. Release and Covenant Not to Sue

Upon the Department's issuance of a Certificate of Completion as provided at 6 NYCRR 375-1.9 and 375-2.9, Respondent shall obtain the benefits conferred by such provisions, subject to the terms and conditions described therein in a form substantially similar to Exhibit "C" attached and incorporated hereto.

III. Progress Reports

Respondent shall submit written progress reports to the parties identified in Subparagraph XI.A.1 by the 10th Day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in an approved Work Plan. Such reports shall, at a minimum, include: all actions taken pursuant to this Order during the reporting period and those anticipated for the upcoming reporting period; all approved modifications to work plans and/or schedules; all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with the Site during the reporting period, including quality assurance/quality control information; information regarding

percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the reporting period and those anticipated for the upcoming reporting period.

IV. Penalties

A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges Respondent's right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter Respondent's obligations under this Order.

B. 1. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). Respondent must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondent's economic inability to comply with any obligation, the failure of Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

2. Respondent shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

3. Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondent complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

5. If the Department rejects Respondent's assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondent shall be in

violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and Respondent's position prevails.

V. Entry upon Site

A. Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondent's compliance with this Order. Upon request, Respondent shall (i) provide the Department with suitable work space at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

VI. Payment of State Costs

A. Within forty-five (45) Days after the effective date of this Order, Respondent shall pay to the Department a sum of money which shall represent reimbursement for past State Costs as provided at 6 NYCRR 375-1.5(b)(3).

B. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs, other than those identified in Subparagraph VI.A, for work performed at or in connection with the Site through and including the Termination Date, as provided at 6 NYCRR 375-1.5(b)(3).

C. Personal service costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

D. Such invoice shall be sent to Respondent at the following address:

Arthur A. Gianelli,
President and CEO
A. Holly Patterson Extended Health Care Facility, Inc.
c/o The NuHealth System
2201 Hempstead Turnpike
East Meadow, New York 11554

E. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012

F. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

G. Respondent may contest invoiced costs as provided at 6 NYCRR 375-1.5(b)(3)(v) and (vi).

VII. Reservation of Rights

A. Except as provided at 6 NYCRR 375-1.9 and 375-2.9, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including Respondent.

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the

Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

VIII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives and employees harmless as provided by 6 NYCRR 375-2.5(a)(3)(i).

IX. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Respondent proposes to transfer by sale or lease the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

X. Environmental Easement

A. If a Department-approved final engineering report for the Site relies upon one or more institutional and/or engineering controls, Respondent (or the owner of the Site) shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of Environmental Easement by the State, Respondent shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. If the ROD provides for no action other than implementation of one or more institutional controls, Respondent shall cause an environmental easement to be recorded under the provisions of Subparagraph X.A. If Respondent does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Respondent will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9.

XI. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondent shall be sent to:

Robert Stewart
NYSDEC
Region 1 Office
SUNY @ Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409

Note: three hard copies (one unbound) of work plans are required, as well as one electronic copy.

with copies to:

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216
gal09@health.state.ny.us

Michael J. Lesser, Esq.
NYSDEC
625 Broadway
Albany, New York 12233
(Correspondence only)

2. Communication to be made from the Department shall be sent to:

Arthur A. Gianelli,
President and CEO
A. Holly Patterson Extended Health Care Facility, Inc.
c/o The NuHealth System
2201 Hempstead Turnpike
East Meadow, New York 11554

Robert A. Benrubi,
Counsel to the President and CEO
The NuHealth System
2201 Hempstead Turnpike
East Meadow, New York 11554

B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph XI or in Paragraph VI.

XII. Dispute Resolution

In the event disputes arise under this Order, Respondent may, within fifteen (15) Days after Respondent knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2). Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

XIII. Termination of Order

A. This Order will terminate upon the earlier of the following events:

1. Respondent's election to terminate pursuant to Subparagraphs II.B.1.b, II.C or II.E.2 so long as such election is made prior to the Department's approval of the RD/RA Work Plan. In the event of termination in accordance with this Subparagraph XIII.A.1, this Order shall terminate effective the 5th Day after the Department's receipt of the written notification terminating this Order or the 5th Day after the time for Respondent to make its election has expired, whichever is earlier, provided, however, that if there are one or more Work Plan(s) for which a final report has not been approved at the time of Respondent's notification of its election to terminate this Order pursuant to Subparagraphs II.B.1.b or II.E.2 or its failure to timely make such an election pursuant to Subparagraphs II.B.1.b or II.E.2, Respondent shall promptly complete the activities required by such previously approved Work Plan(s)consistent with the schedules contained therein. Thereafter, this Order shall terminate effective the 5th Day after the Department's approval of the final report for all previously approved Work Plans; or

2. The Department's written determination that Respondent has completed all phases of the Remedial Program (including Site Management), in which event the termination

shall be effective on the 5th Day after the date of the Department's approval of the final report relating to the final phase of the Remedial Program.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs VI and VIII shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4), subjecting Respondent to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

C. If the Order is terminated pursuant to Subparagraph XIII.A.1, neither this Order nor its termination shall affect any liability of Respondent for remediation of the Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA, nor shall it affect any defenses to such liability that may be asserted by Respondent. Respondent shall also ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which existed before any activities under this Order were commenced. Further, the Department's efforts in obtaining and overseeing compliance with this Order shall constitute reasonable efforts under law to obtain a voluntary commitment from Respondent for any further activities to be undertaken as part of a Remedial Program for the Site.

XIV. Miscellaneous

A. Respondent agrees to comply with and be bound by the provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), ©), and (d)..

C. 1. Respondent shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondent's obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondent's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondent shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require

Respondent to modify the Work Plan pursuant to 6 NYCRR 375-1.6(d)(3) to reflect changes necessitated by Respondent's inability to obtain such interest.

D. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1.

ii. If Respondent seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph XI.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondent promptly.

F. 1. If there are multiple parties signing this Order, the term "Respondent" shall be read in the plural, the obligations of each such party under this Order are joint and several, and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

2. If Respondent is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

3. Notwithstanding the foregoing Subparagraphs XIV.F.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect to implement a

Work Plan, all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

G.. Respondent shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL 27-1421(6) and 6 NYCRR 375-1.5(b)(5).

H. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

I. Respondent's obligations under this Order represent payment for or reimbursementof response costs, and shall not be deemed to constitute any type of fine or penalty.

J. Respondent and Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.

K. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

L. The effective date of this Order is the 10th Day after it is signed by the Commissioner or the Commissioner's designee.

DATED: MAR 03 2010

ALEXANDER B. GRANNIS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____
Dale A. Desnoyers, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

A. Holly Patterson Extended Health Care Facility, Inc.

By: Arthur A Giarelli

Title: President + CEO

Date: 2/23/10

STATE OF NEW YORK)
) ss:
COUNTY OF Nassau)

On the 23 day of Feb, in the year 2010, before me, the undersigned, personally appeared Arthur A Giarelli personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

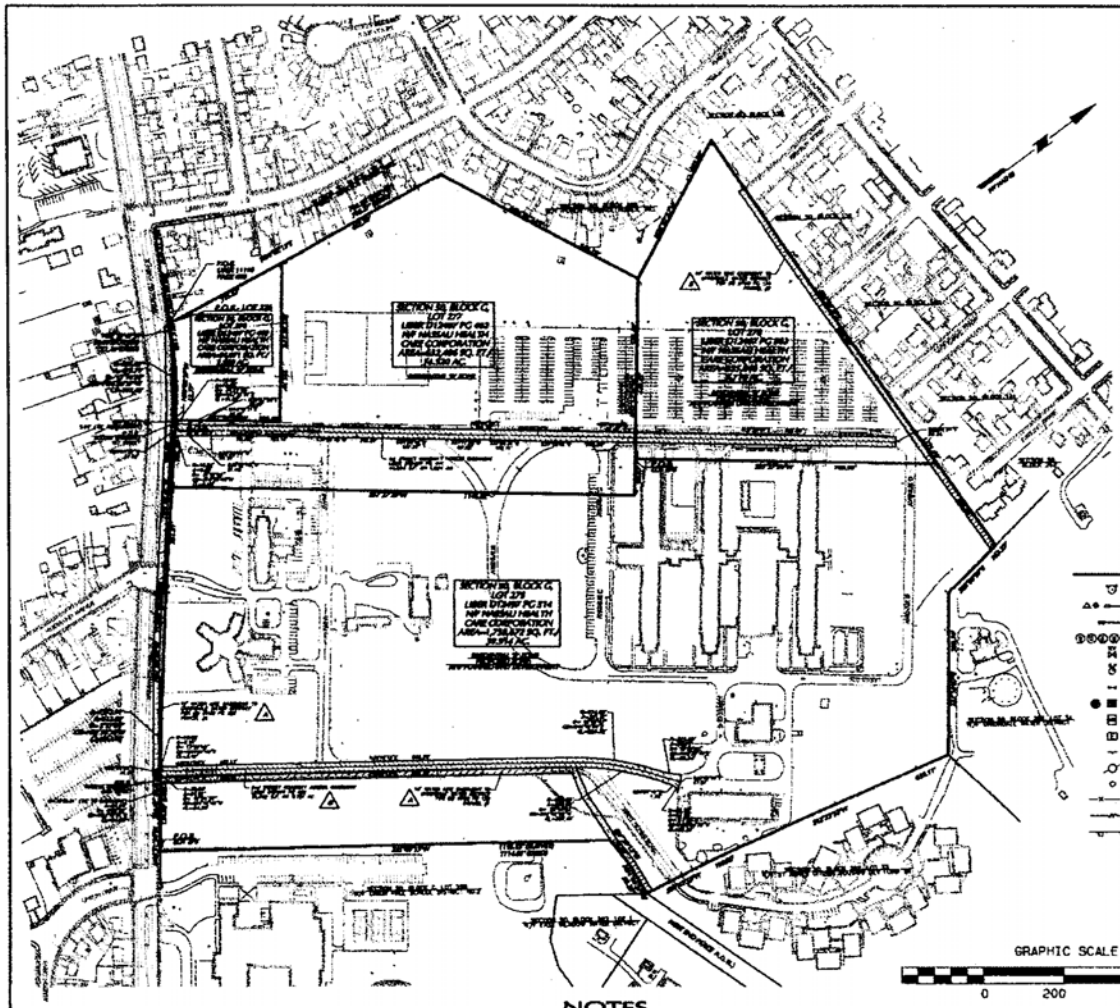
Joan M Veniello

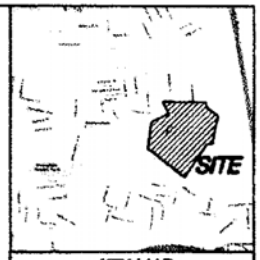
Signature and Office of individual taking acknowledgment

Joan M. Veniello
Notary Public, State of New York
No. 01VE6017405
Qualified in Nassau County
Term Expires December 14, 20 10

EXHIBIT "A"

Map of Site





KEY MAP
(N.T.S.)

LEGEND

- HYDRANT
- STREET LIGHT
- SIGNAL POLE
- MANHOLE
- WATER VALVE
- GAS VALVE
- UNKNOWN VALVE
- CATCH BASIN
- METAL COVER
- ELECTRIC BOX
- SIGN
- POLE
- BOLLARD
- FENCE
- OVERHEAD WIRE
- GUARD RAIL

GRAPHIC SCALE 1"=200'

0 200 400 600

NOTES

1. THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, AND THE FOLLOWING REFERENCES:
   A. SURVEY ENTITLED, "BOUNDARY & TOPOGRAPHIC SURVEY, A. HOLLY PATTERSON EXTENDED CARE FACILITY, UNIONDALE, NASSAU COUNTY, NEW YORK," PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, DATED 11/30/07, LAST REVISED 07/30/08, SHEET NUMBERS 07.01 TO 07.09.
   B. SUBDIVISION PLAN, "SURVEY OF PROPOSED SUBDIVISION OF LOTS 273, 274 AND 275 OF SECTION 30, BLOCK G, A. HOLLY PATTERSON EXTENDED CARE FACILITY, CITY OF UNIONDALE, NASSAU COUNTY, NEW YORK," PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, DATED 08/14/08, AND LAST REVISED 7/9/09, SHEET NUMBER 00.01.
   C. DEED OF SECTION 30, BLOCK G, LOT 276 – LIBER 012487 PG 487
   D. DEED OF SECTION 30, BLOCK G, LOT 277 – LIBER 012487 PG 492
   E. DEED OF SECTION 30, BLOCK G, LOT 278 – LIBER 012487 PG 503
   F. DEED OF SECTION 30, BLOCK G, LOT 279 – LIBER 012487 PG 514
   G. EXISTING AND PROPOSED ZONING INFORMATION AND SURROUNDING LAND USE INFORMATION PROVIDED BY SACCARDO & SCHIFF, INC.
2. THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FACTS AS REVEALED BY THE HEREON REFERENCED SURVEY. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO WITHIN THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT.
   A. 12' WIDE WATERLINE EASEMENT PER DB 5798 PAGE 126 PARCEL #1 (PLOTTED- AFFECTS PROPERTY)
   B. 15' WIDE WATERLINE EASEMENT PER DB 5798 PAGE 126 PARCEL #2 (PLOTTED- AFFECTS PROPERTY)
   C. 1ST STREET ROADWAY ACCESS EASEMENT PER LIBER 012487 PG 445 (PLOTTED- AFFECTS LOTS 276, 277 & 278)
   D. 2ND STREET ROADWAY ACCESS EASEMENT PER LIBER 012487 PG 462 (PLOTTED- AFFECTS LOT 279)
3. THE MERIDIAN OF THIS SURVEY IS REFERENCED TO NEW YORK STATE PLANE NAD 1983.
4. STREET NAMES AND R.O.W. WIDTHS, BLOCK AND LOT NUMBERS AS PER CURRENT TAX MAPS.
5. PLANNIMETRIC INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. COMPLETED SEPTEMBER 2007 AND FEBRUARY 2008 & AERIAL SURVEYS BY PHOTOMAPS INC. COMPLETED JULY 2007.
6. OFFSETS (IF SHOWN) ARE FOR SURVEY REFERENCES ONLY AND ARE NOT TO BE USED IF CONSTRUCTION OF ANY TYPE.
7. WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.
8. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209 SUB-DIVISION 2 OF N.Y. STATE EDUCATION LAW.
9. THIS PLAN IS NOT VALID UNLESS EMBOSSED OR INK STAMPED WITH THE SEAL OF THE PROFESSIONAL.
10. ZONING AND SURROUNDING LAND USE INFORMATION PROVIDED BY SACCARDO & SCHIFF, INC. AS REFERENCED IN NOTE 1G AND DOES NOT REPRESENT A TOWNS OR LAND USE OPINION BY LANGAN ENGINEERING.

Date	Description	No.
	Revisions	

I hereby state that this plan is based on a field survey made by me or under my supervision and is in compliance with NYSDPL Code of Practice for Land Surveys, and to the best of my professional knowledge, information and belief, and in my professional opinion, adjoining properties are conditions, exist as the date of the field survey of the subject property.

JOSEPH E. ROMANO — DATE
PROFESSIONAL LAND SURVEYOR N.Y. LIC. No. 50130

LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES
River Drive Center 1
515 River Drive
Elmwood Park, NJ 07407
P 201.794.6900 F 201.794.0366
www.langan.com

Project
A. HOLLY PATTERSON EXTENDED CARE FACILITY
CITY OF UNIONDALE
NASSAU COUNTY — NEW YORK

Drawing Title
PROPERTY SURVEY
OF LOTS 276, 277, 278 & 279
OF SECTION 30, BLOCK G

Project No. 916290 1	Drawing No.
Date 07/10/09	05.10
Scale 1"=200'	
Drn. By DPJ	
Checked By JER	1 OF 1

G:\data9\916290\1\Survey Data - 916290\1\Terramodel\Existing\916290 Property Survey Post-Subdivision.pnc Feb 17,2010

EXHIBIT "B"

RECORDS SEARCH REPORT

1. Detail all environmental data and information within Respondent's or Respondent's agents' or consultants' possession or control regarding environmental conditions at or emanating from the Site.

2. A comprehensive list of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Site and of areas immediately surrounding the Site which are or might be affected by contamination at the Site, including all available topographic and property surveys, engineering studies, and aerial photographs.

3. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to:

(i) a history and description of the Site, including the nature of operations;

(ii) the types, quantities, physical state, locations, methods, and dates of disposal or release of hazardous waste at or emanating from the Site;

(iii) a description of current Site security (i.e. fencing, posting, etc.); and

(iv) the names and addresses of all persons responsible for disposal of hazardous waste, including the dates of such disposal and any proof linking each such person responsible with the hazardous wastes identified.

EXHIBIT "C"

CERTIFICATE OF COMPLETION

This Certificate of Completion is issued to the A Holly Patterson Extended Care Facility, Inc. or its successors. following the review by the New York State Department of Environmental Conservation (Department), in consultation with the New York state Department of Health (DOH), of the Final Engineering Report (FER) and data submitted pursuant to the Order on Consent, dated _____, 2010, as well as any other relevant information regarding the Site known as the AHP Site, Site# 1..... .

The FER or other comparable document states that the cleanup requirements set forth in the remedial work plan have been achieved. The remedial work plan specified excavation and off-site disposal of all buried debris and any commingled pesticide-contaminated soil containing contaminant concentrations exceeding the selected soil cleanup objective ["SCO(s)] for the Site.

At the time of the remedial work plan submission, the SCOs were established to be as set forth pursuant to 6 NYCRR Part 375, as promulgated for all compounds. On _____ _____, the Department established that the SCOs for the Site as the Restricted Residential SCOs as specified in 6 NYCRR Part 375-6.

The test results demonstrate that the remedial program for the Site has achieved a cleanup level that is consistent with residential use as defined in 6 NYCRR Part 375-6, and this ,cleanup level is equivalent to a single family housing land use. Notably, this cleanup level allows for the use of the Site as a _____. The remedial program (**does** or **does not)** (PICK ONE) include use restrictions or reliance on the long term employment of institutional or engineering controls.

Based upon this cleanup, which is consistent with restricted residential use, the Site is acceptable for use as a ..... by the A Holly Patterson Extended Care Facility, Inc. or its successors.

If you need further information, please contact Dr. Chittibabu Vasudevan at (518) 402-9625.

Sincerely,

Dale A. Desnoyers, Director,
Division of Environmental Remediation

EXHIBIT B

Date: April 16, 2018

Map of Engel Burman of Uniondale, LLC

Soil Management Legal Description

Project No. 29104.01

All that part or parcel of land situate, lying and being in Uniondale, Town of Hempstead, County of Nassau and State of New York, and known as parcel 1 on the Map of Engel Burman of Uniondale, LLC and bounded and described as follows:

Beginning at a point at southwest corner of the parcel herein described, the following two courses and distances from the intersection of the northerly side of Jerusalem Avenue (as widened) and the easterly side of Liberty Street:

1) Along the northerly side of Jerusalem Avenue (as widened), South 61 degrees 54 minutes 12 seconds East a distance of 238.06 feet
2) Along the easterly side of the Map of Purdy Terrace Homes, Inc., Section 1 , North 08°26'48" East a distance of 315.67' to the point or place of beginning;

Thence, continuing along the easterly side of Prudy Terrace Homes, Inc., Section 1 the following 2 courses and distances:

1) North 08°26'48" East a distance of 452.58'
2) North 64°21'48" East a distance of 546.78' to other lands of Engel Burman of Uniondale, LLC,

Thence, running along the property of Engel Burman South 52°12'56" East a distance of 377.02' to the westerly side of 1st Street;

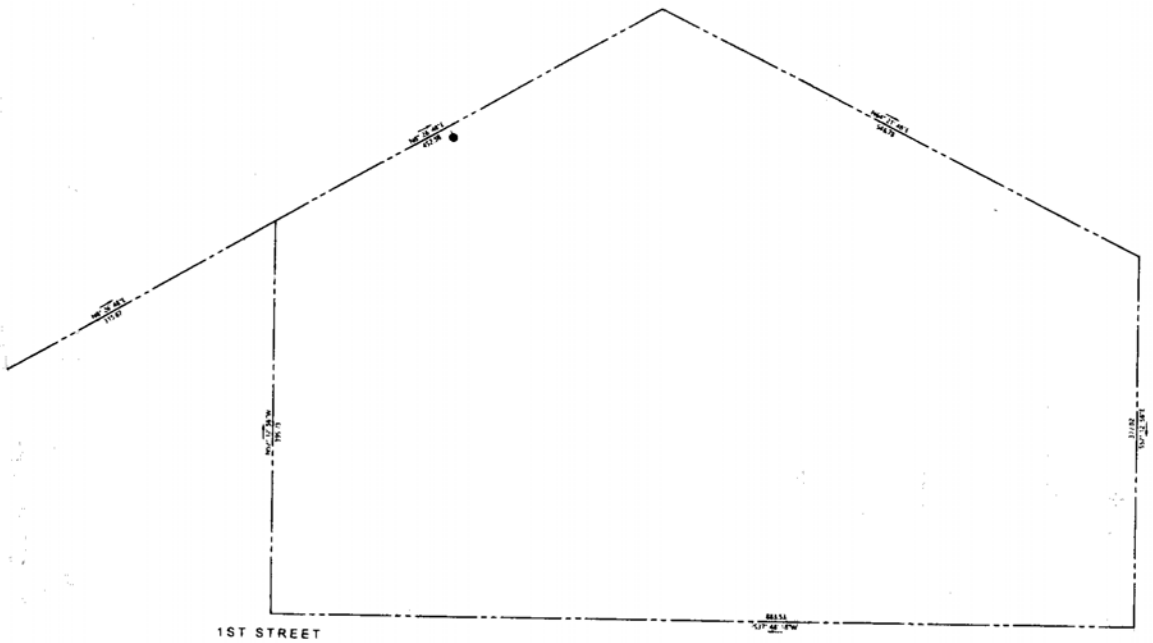
Thence running along the westerly side of 1st Street, South 37°48'18" West a distance of 883.54' to lands of property of Engel Burman of Uniondale, LLC;

Running Thence along the property of Engel Burman of Uniondale, LLC, North 52°12'56" West a distance of 395.73' to the point or place of beginning.

STATE OF NEW YORK
PAT T. SECCAFICO
049287
LICENSED LAND SURVEYOR

Engineers | Scientists | Planners | Designers

100 Motor Parkway
Suite 135
Hauppauge, New York 11788
P 631.787.3400
F 631.813.2545



1ST STREET

vhb.com
vhb
Engineering, Surveying & Landscape Architecture, PC
100 Motor Parkway
Suite 135
Hauppauge, NY 11788
631 787 3400

Engel Burman of Uniondale, LLC

Jerusalem Avenue
Uniondale, NY

No.	Revision	Date	Initials

April 16, 2016

Not Approved for Construction

Engel Burman of Uniondale Map

Drawing Number

M-1

Sheet 1 of 1

Project Number
29104.01

0 25 50 100 Feet

EXHIBIT C

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS COVENANT is made this 29th day of October, 2018, by Nassau Health Care Corporation, a corporation organized and existing under the laws of the State of New York and d/b/a NuHealth with an office for the transaction of business at 2201 Hempstead Turnpike, East Meadow, New York 11554 ("NuHealth"):

WHEREAS, NuHealth is the owner of a parcel of real property, which parcel is located on Jerusalem Avenue, Uniondale, New York 11553 and more particularly described in a deed dated April 28, 2009, and recorded in Liber D12497 Page 492, which is attached as Exhibit "A" and hereafter referred to as the "Property"; and

WHEREAS, the Property is identified with Nassau County Tax Map Number Section 50, Block G, Lot 277; and

WHEREAS, the portion of the Property, identified by the metes and bounds attached as Exhibit "B", is the subject of this Declaration of Covenants and Restrictions; and

WHEREAS, the portion of the Property identified in Exhibit "B" contains soils that are greater than the Unrestricted Soil Cleanup Objectives found at 6 N.Y.C.R.R. Part 375-6; and

WHEREAS, the Owner and its long term tenant shall develop the property described in Exhibit B for a Restricted Residential use as defined in 6 NYCRR Part 375-1.8(g)(ii) and as part of the development, soil exceeding Restricted Residential Soil Cleanup Objectives shall be placed under 2 feet of clean fill or below asphalt cover, the "Development Activity".

NOW, THEREFORE, NuHealth, for itself and its successors and/or assigns, covenants that:

FIRST, only the portion of the Property described in Exhibit "B" is the subject of this Declaration of Covenants and Restrictions.

SECOND, the owner of the Property shall prohibit the portion of the Property described in Exhibit "B" from being used for purposes other than for Restricted Residential use without the express written waiver of such prohibition by the New York State Department of Environmental Conservation (hereafter, "Department") or Relevant Agency.

THIRD, the owner of the Property shall prohibit the use of the groundwater underlying the portion of the Property described in Exhibit "B" unless permission to do so is first obtained from the Department or Relevant Agency.

FOURTH, upon completion of the Development Activity, the owner of the Property shall not disturb, remove, or otherwise interfere with the soils underlying the property described in Exhibit "B" until the owner first obtains permission from the Department or Relevant Agency to discontinue the controls set forth in this Declaration of Covenants and Restrictions.

FIFTH, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property and shall provide that the owner, and its successors and/or assigns, consent to the enforcement by the Department or Relevant Agency.

SIXTH, any deed of conveyance of the Property, or any portion thereof, shall recite that the said conveyance is subject to this Declaration of Covenants and Restrictions, unless the

Department or Relevant Agency has consented to the amendment or termination of such covenants and restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Dated:

Nassau Health Care Corporation d/b/a
NuHealth

By: _____

Name: Paul A. Pipia, MD

Title: Interim President & CEO

STATE OF NEW YORK)

) ss.:

COUNTY OF Nassau)

On this 29 day of October, 2018, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Signature and Office of individual taking acknowledgement

Chief Legal Officer / EVP

MEGAN C RYAN
NOTARY PUBLIC STATE OF NY
NO 02RY6142488
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 5/28/2022

EXHIBIT A

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 04-28-2009
Recorded Time: 2:26:57 p

Liber Book: D 12497
Pages From: 492
To: 502

Record and Return To:
NASSAU HEALTH CARE CORP
ROBERT BENRUBI ESQ
2201 HEMPSTEAD TPKE
BOX 10
EAST MEADOW, NY 11554

Control Number: 4659
Ref #: RE 015702
Doc Type: D12 DEED COMMERCIAL/VACANT LAND

Location:	Section	Block	Lot	Unit
HEMPSTEAD (2820)	0050	0000G-00	00277	

Taxes Total	.00
Recording Totals	.00
Total Payment	.00

AJF001

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK

200904280465 9

MINOR SUBDIVISION DEED

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made as of ~~March~~ April 28, 2009,

between

NASSAU HEALTH CARE CORPORATION, a New York public benefit corporation, created pursuant to and existing under Title 2 of Article 10-C of the Public Authorities Law of the State of New York, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554

party of the first part, and

NASSAU HEALTH CARE CORPORATION, a New York public benefit corporation, created pursuant to and existing under Title 2 of Article 10-C of the Public Authorities Law of the State of New York, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554

party of the second part,

This deed is being recorded for the purpose of confirming a minor subdivision of the property described below known by the street address 875 Jerusalem Avenue, Uniondale, New York 11553, and known on the Tax Map of the County of Nassau as Section 50, Block G, Lots 273, 274 and 275, which subdivision was approved by the Nassau County Planning Commission by Resolution No. 58-2008 on December 4, 2008.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents ($10.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Nassau, State of New York as more particularly described on Schedule A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, further covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, further covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

SCHEDULE A
ANNEXED TO AND FORMING PART OF
MINOR SUBDIVISION DEED
BETWEEN
NASSAU HEALTH CARE CORPORATION
AS GRANTOR,
AND
NASSAU HEALTH CARE CORPORATION,
AS GRANTEE
FOR PREMISES LOCATED AT
875 JERUSALEM AVENUE, UNIONDALE, NEW YORK 11553
(SECTION 50, BLOCK G, PART OF LOTS 273, 274 and 275)

Parcel B

Commencing at the intersection of the easterly sideline of Liberty Street and the northerly sideline of Jerusalem Avenue (as widened) and running the following courses to the Point of Beginning;

Along the Northerly sideline of Jerusalem Avenue (as widened) the next four courses and distances:

A. South 62°13'47"East, a distance of 238.06 feet to a point on the dividing line of Block 138 and Block G; thence

B. South 62°13'47"East, a distance of 50.97 feet (Survey) 51.19 feet (Deed) to a point of curvature; thence

C. Along a curve to the right having an arc distance of 177.75 feet, a radius of 836.69 feet and central angle of 12°10'20" and being subtended by a chord which bears South 56°08'37" East, a distance of 177.42 feet to a point of tangency; thence

D. South 50°03'27"East, a distance of 13.77 feet to the Point of Beginning and running, thence

1. North 37°27'29" East, a distance of 256.06 feet to a point; thence

2. North 52°32'31" West, a distance of 395.73 feet to a point on the dividing line between Block G and Block 138; thence

3. Along said dividing line North 08°07'13" East, a distance of 452.58 feet to a point; thence

4. Still along said dividing line, North 64°02'13" East, a distance of 546.78 feet to a point; thence

5. South 52°32'31" East, a distance of 539.46 feet to a point; thence

6. South 37°27'29" West, a distance of 1146.82 feet to a point on said northerly sideline of Jerusalem Avenue; thence

7. Along said northerly sideline of Jerusalem Avenue North 50°03'27" West, a distance of 166.78 feet to the Point of Beginning.

Encompassing an area of 632,486 square feet or 14.520 acres, more or less.

AC CLERK

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

NASSAU HEALTH CARE CORPORATION

By: Arthur A. Gianelli, Pres/CEO

Acknowledgment by a Person Within New York State

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

On the 28 day of ~~March~~ April, 2009, before me, the undersigned, personally appeared A. Gianelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Joan M. Vivinetto
Notary Public, State of New York
No. 01VI6017495
Qualified in Nassau County
Term Expires December 14, 20 10

LEGIBILITY POOR FOR MICROFILM

NC CLERK

Minor Subdivision Deed

Title No.

Nassau Health Care Corporation

To

Nassau Health Care Corporation

Section 50
Block G
Part of Lot 273,274 and 275
County of Nassau
Street Address: 875 Jerusalem Avenue
Uniondale, New York

Return by Mail To:

Nassau Health Care Corporation
Robert Benrubi, Esq.
2201 Hempstead Turnpike, Box 10
East Meadow, New York 11554

Reserve This Space for Use of Recording Office

Nassau County Planning Commission

100 County Seat Drive
Mineola, New York 11501-4841
Main Office: 516.571.5847
Fax: 516.571.3839
www.nassaucountyny.gov

February 13, 2009

Robert Benrubi
Nassau University Medical Center
2201 Hempstead Turnpike
East Meadow New York 11554

Re: NCPC File No. 48-2008 Property at Uniondale
Town of Hempstead
Section 50, Block G, Lot(s) 273-275

Dear Mr. Benrubi:

The above-referenced application was granted by the Nassau County Planning Commission on December 4, 2008. A survey, showing the proposed subdivision, marked "Conditionally Approved" is enclosed.

When filing the applicable deeds in the Nassau County Clerk's Office, the owner or the owner's agent must submit the Nassau County Planning Commission resolution of approval and conditionally approved survey. Please contact the Nassau County Department of Health for any possible jurisdiction or permits that may be required.

Sincerely:

Graham E. Long
Subdivision Control

RESOLUTION Number 48-2008
Waiver of Certain Filing Requirements

WHEREAS, the applicant, Nassau Health Care Corporation, submitted to the NASSAU COUNTY PLANNING COMMISSION (the Commission) an application for Waiver of Certain Filing Requirements for property situated in Uniondale, The Town of Hempstead, and described on the Nassau County Land and Tax Map as Section 50, Block G, Lot(s) 273-275; and

WHEREAS, the purpose of this application is to create Four (4) lots; and

WHEREAS, the property is within the B-Residential zoning district of the Town of Hempstead, and

WHEREAS, each of the proposed lots has been certified by Joseph E. Romano, a licensed Land Surveyor; and

WHEREAS, the real property which is the subject of this application is not located within 300' of an incorporated village or city; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Section 617.7 and Nassau County Government Law Section 1611, a review of the Environmental Assessment Form prepared by the applicant was conducted by the Commission; and

WHEREAS, the Commission has conducted a review of the application, at its regular public meeting on December 4, 2008, notice of which was on November 27, 2008, sent to the record owners of land immediately adjoining the property which is the subject of this application, as their names appear on the last completed assessment roll of Nassau County; and

WHEREAS, the Commission has given due consideration to this application in accordance with Section 334-a of the New York State Real Property Law, Section 1610 of the Nassau County Government Law, and the subdivision rules and regulations adopted pursuant to Section 1610.

NOW THEREFORE, BE IT RESOLVED, that upon the testimony and documentary evidence presented by the applicant, including: detailed records of the ownership history of the property in question and evaluation of the application by professional staff; pursuant to the New York State Environmental Quality Review Act, Section 617.7 and Nassau County Government Law Section 1611, the Commission has determined that the action described in the application is classified as an Unlisted Action, and, the action will have no adverse environmental impact; and be it further

RESOLVED, that the application for a Waiver of Certain Filing Requirements is hereby **Granted, upon full compliance with the following condition(s):**

1. That a separate deed for each lot, each deed setting forth metes and bounds, be simultaneously recorded in the Office of the Nassau County Clerk within six (6) months of the certification of this resolution.

Failure to comply with these conditions shall automatically void this approval and invalidate any accompanying plat, map or deed. Applications for an extension of time to file deeds must be filed with the Commission prior to the above noted expiration date.

Waiver of Filing Requirements
The foregoing resolution was offered

ON MOTION of Second Vice-Chair Lewis
SECONDED by Commissioner Como.

Jeffrey Greenfield	Chair	**Aye**
Michael Bellissimo	First Vice-Chair	**Aye**
Neal Lewis	Second Vice-Chair	**Aye**
Philip Como		**Aye**
Clara Gillens-Eromosele		**Aye**
Omar Jorge		**Aye**
Mary A. McCaffery		**Excused**
Leonard Shapiro		**Aye**

The Chair declared the resolution duly adopted.
Resolution of the Nassau County Planning Commission: NCPC File Number48-2008
Adopted: **December 4, 2008**

NC CLERK

NCPC File No. **48-2008**
Resolution of the Nassau County Planning Commission

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

I, Patricia Bourne, *Executive Commissioner* of the Nassau County Planning Commission, do hereby certify, that I have compared the preceding with the original resolution passed by the Planning Commission of Nassau County, New York

On **December 4, 2008**

On file in my office and recorded in the record of proceedings of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and of the whole said original.

I further certify that the resolution herein above mentioned was passed by the concurring affirmative vote of the Planning Commission of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand, this 17 day of February in the year two thousand and nine.

Patricia Bourne
Executive Commissioner
NASSAU COUNTY PLANNING COMMISSION

AFFIDAVIT

I, Robert Benrubi, do hereby swear to the following:

1. I am Counsel to the President and Chief Executive Officer of the Nassau Health Care Corporation (hereinafter "NHCC") and am authorized to submit this Affidavit.

2. NHCC is a New York State Public Authority organized under the New York State Public Authorities Law § 3401 et. seq.

3. NHCC is exempt from taxes and real estate fees pursuant to New York State Public Authorities Law § 3414, which states, "(NHCC) shall not be required to pay and fees, taxes or assessments of any kind, . . . whether state or local, including but not limited to fees or taxes on real property, . . . owned by it . . . (and NHCC) shall at all times be exempt from any filing, mortgage recording or transfer fees or taxes in relation to instruments filed, recorded or transferred by it or on its behalf."

Robert A. Benrubi

ACKNOWLEDGMENT

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

On the 11 day of March in the year 2009 before me, the undersigned, personally appeared Robert A. Benrubi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Counsel to the President and CEO of the Nassau Health Care Corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Joan M. Vivinetto
Notary Public, State of New York
No. 01VI6017495
Qualified in Nassau County
Commission Expires December 14, 2010

EXHIBIT B

Date: April 16, 2018

Map of Engel Burman of Uniondale, LLC

Soil Management Legal Description

Project No. 29104.01

All that part or parcel of land situate, lying and being in Uniondale, Town of Hempstead, County of Nassau and State of New York, and known as parcel 1 on the Map of Engel Burman of Uniondale, LLC and bounded and described as follows:

Beginning at a point at southwest corner of the parcel herein described, the following two courses and distances from the intersection of the northerly side of Jerusalem Avenue (as widened) and the easterly side of Liberty Street:

1) Along the northerly side of Jerusalem Avenue (as widened), South 61 degrees 54 minutes 12 seconds East a distance of 238.06 feet
2) Along the easterly side of the Map of Purdy Terrace Homes, Inc., Section 1 , North 08˚26'48" East a distance of 315.67' to the point or place of beginning;

Thence, continuing along the easterly side of Prudy Terrace Homes, Inc., Section 1 the following 2 courses and distances:

1) North 08˚26'48" East a distance of 452.58'
2) North 64˚21'48" East a distance of 546.78' to other lands of Engel Burman of Uniondale, LLC,

Thence, running along the property of Engel Burman South 52˚12'56" East a distance of 377.02' to the westerly side of 1st Street;

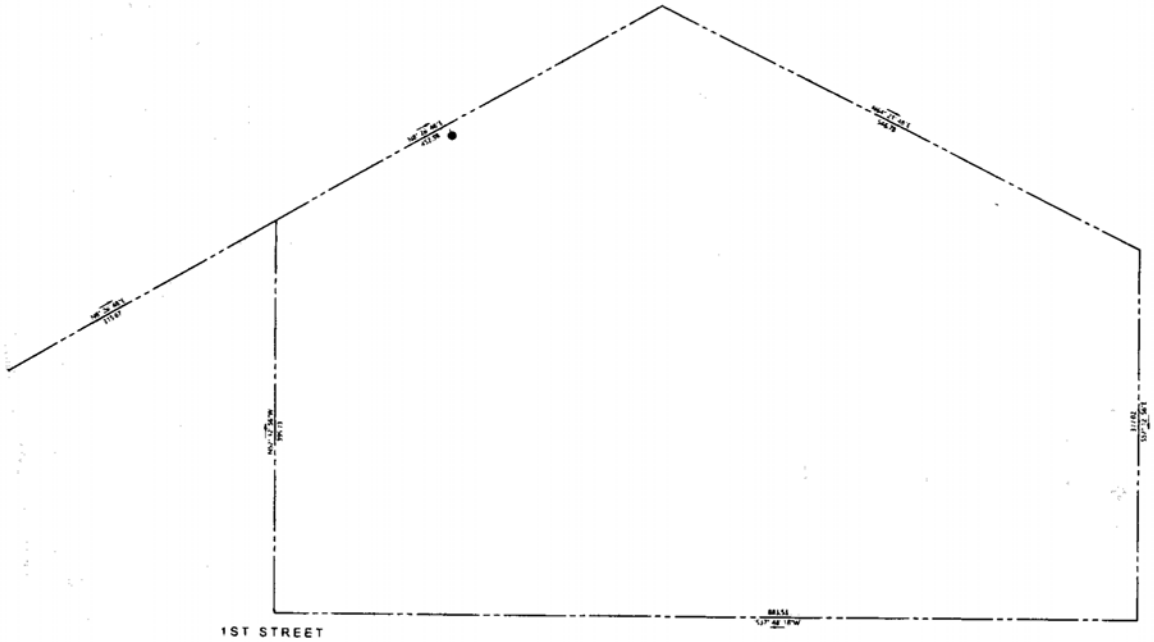
Thence running along the westerly side of 1st Street, South 37˚48'18" West a distance of 883.54' to lands of property of Engel Burman of Uniondale, LLC;

Running Thence along the property of Engel Burman of Uniondale, LLC, North 52˚12'56" West a distance of 395.73' to the point or place of beginning.

STATE OF NEW YORK
PAT T. SECCAFICO
049287
LICENSED LAND SURVEYOR

Engineers | Scientists | Planners | Designers

100 Motor Parkway
Suite 135
Hauppauge, New York 11788
P 631.787.3400
F 631.813.2545



1ST STREET

vhb.com
vhb
Engineering, Surveying &
Landscape Architecture, PC
100 Motor Parkway
Suite 135
Hauppauge, NY 11788
631.787.3400

Engel Burman of Uniondale, LLC

Jerusalem Avenue
Uniondale, NY

No.	Revision	Date	Initials

April 16, 2016

Not Approved for Construction

Engel Burman of Uniondale Map

M-1

Sheet 1 of 1

29104.01

0 25 50 100 Feet