# Elizabeth Park Rehabilitation and Nursing, LLC 655 East Jersey Street Elizabeth, New Jersey 07206

#### APPLICATION SUMMARY FOR PUBLICATION

Date application filed:	March 27, 2025
Current Name of facility:	Trinitas Hospital
License number:	12001L
Address:	655 East Jersey Street Elizabeth, New Jersey 07206
County:	Union County

**Project Description:** This project involves a Transfer of Ownership of the operations of Trinitas Hospital (License #12001L) to Elizabeth Park Rehabilitation and Nursing LLC. The facility is currently licensed to operate 124 long term care beds.

Licensed capacity:	124 long term care beds
Current Licensed Owner:	Trinitas Regional Medical Center
Proposed Licensed Owner:	Elizabeth Park Rehabilitation and Nursing LLC
Proposed Name of Facility:	Elizabeth Park Rehabilitation and Nursing
Proposed Management Company	None

**Owner of Real Estate:** 

All medical records, both active and inactive will continue to be stored securely at Elizabeth Park Rehabilitation and Nursing. The contact person is Benjamin Kurland at 732-431-7420 or by email at <u>bkurland@allairehc.com</u>

Trinitas Regional Medical Center

# Current Corporate Table of Organization Trinitas Hospital



POST-CLOSING ORG CHART



Name of Facility	Address of Facility	Phone Number	Medicaid Provider	Percentage of		Website Address	License	Medicare	Email
			Number (CNN)	Ownership	Ownership		Number	Number	Address
				Interest Held	Interest: Direct				htaylor@
Construction and Balantillandian and an		570 275 5240	504600	500/	In all on at	hater (lana delana and	504602	205622	grandvie
Grandview Nursing and Rehabilitation center	78 Woodbine Lane Danville PA 17821	570-275-5240	591602	50%	Indirect	https://grandviewnr.com	591602	395623	wnr.com yrosenbe
									rg@morri
									stownhc.
Morris View Healthcare Center/AHS	540 W Hanover Avenue Morristown, NJ 07960	973-607-2319	061411	99%	Indirect	https://morrisview.com	061411	315303	com mgruen
									@allaireh
Allaire Rehab and Nursing	115 Dutch Lane Rd freehold NJ 07728	732-431-7420	061314	99%	Indirect	https://allairehc.com	061314	315387	c.com yrosenbe
									rg@morri
Morristown Post Acute Rehabilitation and Nursing	77 Madison Ave Morristown NJ 07960	973-540-9800	061417	99%	Indirect	https://morristownhc.com	061417	315157	stownhc. mmosso
									@centerf
The Center for Living and Rehabilitation	160 Hospital Dr Bennington VT 05201	802-447-1547	475029	80%	Indirect	https://centerforlivinghc.com		475029	orlivinghc trempas
									@rivervie
Riverview Estates	303 Bank Ave Riverton NJ 08077	856-829-2274	30301	99%	Indirect	https://riverviewestateshc.com	030301	315448	westates mskaist@
									claremon
Claremont Nursing and Rehabilitation Center LLC	1000 Claremont RD Carlisle PA 17013	717-243-2031	061415	99%	Indirect	https://claremontnursing.com	061415	395660	tnursing. ppresser
									@springc
Spring Creek Healthcare Center	1 Lindbergh Ave Perth Amboy NJ 08861	732-826-0500	061201	99%	Indirect	https://springcreekhcc.com/	061201	315305	reek.com smoore@
									grovepar
Grove Park Healthcare & Rehabilitation center	101 N Grove St East Orange NJ 07017	973-672-1700	060704	99%	Indirect	https://groveparkhc.com	060704	315147	khc.com msilberb
									erg@falls
Fallsview rehab and nursing at Boonton township	199 Powerville Rd Boonton NJ 07005	973-334-2454	061415	99%	Indirect	https://fallsviewhc.com/	061415	315492	viewhc.c
									@lockhav
Lock haven rehabilitation and senior living	22 cree dr lock haven pennsylvania , 17745	570-748-9377	710802	50%	Indirect	https://lockhavenhc.com	710802	395616	enhc.com
									z@crnwa
The Center for Rehabilitation and Nursing at Washington Townsh	535 Egg Harbor Road Sewell NJ 08080	856-557-0102	060806	99%	Indirect	https://crnwashingtontownship.com	060806	315213	shingtont
Susanna Wesley Health Center	5300 W 16th Avenue haileah FL 33012	305-556-3500		25%	Indirect	https://susannawesleyrehab.com		105498	presier@
									jewelhcc.
Brookmont Healthcare and Rehabilitation Center	510 Brookmont Dr, Effort PA 18330,9534	610-681-4070	023002	35%	Indirect	https://brookmonthc.com	023002		com mgreenw
									ald@bro
Jewel Healthcare and Rehabilitation Center	535 N 17th street , Allentown Pa 18104	610-432-4351	395264	57.50%	Indirect	https://jewelhc.com	121802	395264	okmonth aringkam
									p@westp
West Park Rehabilitation and Healthcare Center	4401 Haverford Avenue Philadelphia PA 19104	215-349-8800	395686	99%	indirect	https://westparkrn.com	405602	395686	arkrn.co
	3298 Ridge Road Bloomsburg, PA 17815								nsetridge
Sunset Ridge Rehabilitation and Nursing Center	siss mage nota bloomsbarg, i A 17013	570-784-6688	395953	99%	indirect	https://sunsetridge.com	090002	395953	.com
									@bradfor
Bradford Hills Nursing & Rehabiliattion Center	15900 US 6 Troy PA 16947	<u>(570) 297-4111</u>	339586	99%	indirect	https://bradfordhills.com/	022302	339586	dhills.com
springfield center for living and rehabilitation	springfield center for living and rehabilitation	802) 885-5741	475025	99%	indirect		475025	475025	
st johnsbury center for living and rehabilitation	st johnsbury center for living and rehabilitation	802) 748-8757	475019	99%	indirect		475019	475019	
rutland center for living and rehabilitation	rutland center for living and rehabilitation	802) 775-2941	475039	99%	indirect		475039	475039	
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#### **LEASE AGREEMENT**

This Lease Agreement (this "Lease") is dated November 27, 2024 (the "Execution Date") by and between TRINITAS REGIONAL MEDICAL CENTER, a non-profit New Jersey corporation, with an address at 95 Old Short Hills Road, West Orange, New Jersey 07052 (the "Landlord") and ELIZABETH PARK REHABILITATION AND NURSING LLC, a New Jersey limited liability company having an address for purposes of this Lease at c/o Allaire Health Services, 1105 County Line Road, Lakewood, NJ 08701 (the "Tenant"). Certain words and terms used herein are defined in <u>Exhibit C</u> attached hereto.

#### <u>WITNESSETH</u>

**WHEREAS,** Landlord owns and operates a building located at 655 East Jersey Street, Elizabeth New Jersey 07206, consisting of approximately 186,000 square feet of space (the "**Building**"). The Building includes approximately 42,389 square feet of space designated as a Skilled Nursing Facility on the 4<sup>th</sup> and 5<sup>th</sup> Floors of the Building (the "**Premises**"); and

**WHEREAS**, as of the Execution Date, Landlord operates a licensed 124 bed skilled nursing facility (the "**Facility**") in the Premises; and

**WHEREAS**, as of the Execution Date, Landlord and Tenant are entering into that certain Asset Purchase and Operations Transfer Agreement (including the Exhibits thereto, collectively, the "**APA**") pursuant to which, and subject to the terms and provisions set forth therein, Tenant shall purchase and Landlord shall sell substantially all of the assets of Landlord utilized in the operation of the Facility, including Landlord's Licenses (to the extent transferrable, as defined therein), and Landlord will transfer the operation of the Facility to Tenant; and

**WHEREAS**, as of the Execution Date, Landlord and Tenant are entering into that certain Interim Management and Administrative Services Agreement (the "**IMA**") to facilitate the efficient and orderly transition of Facility operations from Landlord to Tenant;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

#### 1. **Premises**.

(a) Effective as of the Commencement Date, Tenant agrees to rent from Landlord the "**Premises**", which shall consist of approximately 42,389 square feet of space designated as a Skilled Nursing Facility on the 4<sup>th</sup> and 5<sup>th</sup> Floors of the Building, all as more specifically described in the floor plan set forth on <u>Exhibit A</u> attached hereto. Tenant shall be permitted to have laundry equipment in the Premises. All furnishings, furniture, machinery, equipment, beds, chairs, sofas, wheelchairs, tables, appliances, tools, care related items, and all other tangible assets located in the Premises as of the Execution Date, and all replacements and additions thereto subsequent to the Execution Date and prior to the Commencement Date, shall be sold and transferred by Landlord to Tenant pursuant to the APA and are not included in the Premises. Tenant also shall be entitled to the non-exclusive use of all Common Areas in the Building. Tenant understands that Landlord as well as other tenants of Landlord will be using and, as applicable, renting other parts of the

Building (including Common Areas) at the same time that Tenant is renting and using the Premises. In this regard, Tenant agrees to utilize the Premises and the Building in a considerate and professional manner, and in such manner that does not interfere with the use and enjoyment of the Building by Landlord and other tenants of Landlord. Landlord agrees that Landlord shall, and shall cause all other tenants in the Building, to similarly utilize the Building and Common Areas in a considerate and professional manner, and in such manner that does not interfere with the use and enjoyment of the Premises and Common Areas by Tenant.

(b) Tenant shall have the exclusive rights to ten (10) parking spots (as shaded in yellow) and the non-exclusive use of the remaining parking spots shown on **Exhibit A-1**. All other parking areas, (other than those expressly reserved from time to time by Landlord for a tenant of the Building), and the courts, drives, streets and lanes associated with the Building, shall be available for use, in common, by all tenants of the Building and their respective employees, visitors, invitees, and licensees. Landlord shall not be responsible for unauthorized vehicles parked in any spaces. In the event that Landlord permits any reserved parking spaces within any areas designated for parking by Building tenants, said reserved spaces for such other tenants shall not cause the ratio of parking spaces available to Tenant to violate any applicable zoning ordinance or requirement of any governing authority.

#### 2. <u>Term and Delivery of Possession</u>.

(a) <u>Term.</u> Unless sooner terminated as provided for herein, the initial term of this Lease shall commence as of the Commencement Date and last for a period of fifteen (15) years (the "**Initial Term**"), subject to extension upon exercise of the renewal options as hereinafter set forth.

(b) <u>Delivery of Possession</u>. Without limitation of the terms and provisions of the IMA, Landlord shall deliver possession of the Premises to Tenant on the Commencement Date.



(d) <u>Renewal Options</u>. Subject to the terms and conditions hereinafter set forth, Tenant shall have an option (the "**Renewal Option**") to renew this Lease for three (3) additional terms of ten (10) years (each a "**Renewal Term**" and together with the Initial Term, collectively, the "**Term**"). As measured from the Commencement Date, the first Renewal Term shall be from year 16 to year 26; the second Renewal term shall be from year 26 to year 36; and the third Renewal Term shall be from year 36 to year 46. All of the other terms, covenants and conditions of this Lease shall govern each Renewal Term.





3. <u>Rent</u>.







5. <u>Use of Premises</u>. Tenant shall use, occupy, and operate in the Premises solely for the purpose of a skilled nursing facility and for no other purpose whatsoever. Tenant agrees to maintain the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear.



#### 6. <u>Services and Maintenance</u>.

(a) <u>Utilities</u>. Landlord shall provide all utilities (including gas, electric, water, sewer) and other services furnished to the Premises whether by Landlord or the applicable utility company.

(b) <u>Trash Removal; Shredding Services</u>. At Landlord's option, Tenant shall remove all trash from the Premises at Tenant's sole cost and expense, or Landlord will do so as an Operating Expense. Notwithstanding the foregoing, Landlord shall not be responsible for removal of any trash that includes discarded confidential patient identifiable medical information from the Premises. Tenant shall assume responsibility for shredding its own patient identifiable information.

(c) <u>Telephone and Internet Services</u>. Tenant shall be responsible for the cost of its telephone system and internet service within the Premises.

(d) <u>Landlord's Services</u>. Landlord shall take any and all necessary steps so that, as of the Commencement Date, the Premises, and all building systems servicing the Premises, are in good working order and repair and are in compliance with all applicable laws, codes, rules and regulations applicable to the operation of the Premises as a skilled nursing facility.



(g) In addition to the other services to be provided by Landlord pursuant to this Lease, Landlord shall provide Tenant with the dietary and food services described on **Exhibit F** attached hereto (the "**Dietary Services**").



7. <u>Medical Waste</u>. Tenant shall make arrangements directly with a medical waste carrier licensed in New Jersey for the collection, disposal and tracking of all medical waste and other hazardous materials generated by Tenant, and Tenant shall directly pay for such services. Tenant is solely responsible for the proper collection, disposal and tracking of all medical and other hazardous waste generated by Tenant, and for compliance with all federal, state and local laws,





#### 9. Insurance.





#### 10. **<u>Default</u>**.









12. <u>Assignment and Subletting</u>. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer, mortgage, pledge, encumber or permit any lien to attach to this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "<u>Transfer</u>") without the prior written consent of Landlord, which consent Landlord may grant or withhold in its sole and absolute discretion.





#### 13. <u>Succession to Landlord's Interest</u>





14.	Notices.				



# 16. Patient Privacy; HIPAA.



#### 17. <u>Casualty</u>.



## 18. <u>Condemnation</u>.



# 19. Compliance with Laws.

# 20. <u>Surrender</u>.

#### 21. Holdover.

# 22. Non-Liability of Landlord.

23.	Estoppel Certificate.	

## 24. <u>Miscellaneous</u>.







(x) <u>Quiet Possession</u>. Subject to the provisions of this Lease, if Tenant shall pay all sums due hereunder and perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall during the Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, and the tenements and appurtenances thereto belonging, and the rights and privileges granted without hindrance from all persons and entities claiming through Landlord.

[remainder of page intentionally blank; signature page follows]

**IN WITNESS WHEREOF**, Landlord and Tenant have entered into this Lease as of the date first written above, by their duly authorized officers signing below.

#### LANDLORD:

#### TRINITAS REGIONAL MEDICAL CENTER

By: <u>Narcy M. Diliegro</u> Name: Nancy M. DiLiegro, Ph.D., FACHE Title: President & CEO

-Signed by:

#### **TENANT:**

# ELIZABETH PARK REHABILITATION AND NURSING LLC

—Docusigned by: Ben kurland

#### EXHIBIT A

#### **DESCRIPTION OF PREMISES**





#### EXHIBIT A-1

# TENANT'S PARKING



#### EXHIBIT B

#### **TENANT'S WORK**





#### EXHIBIT C

#### **DEFINED TERMS**

(c) "<u>Commencement Date</u>" shall mean the Closing Date under the APA.

"Common Area", "Common Areas" or "Common Facilities" shall mean any and all of the (d) following to the extent not included in the Premises or exclusively serving the Premises and to the extent intended for use in common by Landlord, Tenant and other tenants located on the Property: all lobbies, areas, space, equipment, signs, structures, exterior façade, access driveways, roadways, retaining walls, sidewalks, plazas, truck service ways, loading docks, courtyards, outdoor and indoor lighting, landscaped areas, storm drainage facilities, sanitary sewer, domestic and fire water systems, fire protection installations, electric power and telephone cables and lines and other utility connections, facilities and other improvements (above and below ground), any personal property not exclusively used by any other tenant on the Property and any other part or portion of the Property not part of the Premises or the usable space of any other tenant on the Property, which now exists or hereafter is constructed or provided, on or with respect to, the Property, including all elevators, elevator cars and banks, and further including all parking areas (including the exclusive and non-exclusive parking shown on Exhibit A-1. For purposes of this Lease, all such terms shall be used interchangeably. In addition, any electric power and telephone cables and lines and other utility connections, loading docks and facilities and other improvements that are located in the Premises or any portion of the foregoing that are located outside the Premises but exclusively serve the Premises shall be considered part of the Common Areas or Common Facilities.



(h) "<u>Landlord</u>" shall mean only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of title to the Premises, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder accruing after such transfer, and so longs as such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder arising during the period it is the holder of Landlord's interest hereunder.



#### EXHIBIT D

#### **TENANT'S SIGNAGE**





#### EXHIBIT E



#### EXHIBIT F

#### **DIETARY SERVICES**

The Landlord agrees to provide comprehensive dietary services to support the nutritional needs of all patients. Dietary Services will include:

1. <u>Daily Meals</u>: Three nutritious meals per day, with each meal planned, reviewed, and signed off by a licensed dietitian as per the requirements of the state of New Jersey.

2. <u>Dietary Consistencies</u>: All clinically appropriate diet consistencies will be accommodated, including, but not limited to, pureed, chopped, mechanical, and soft diets, to ensure each patient's nutritional and clinical needs are met.

3. <u>Alternate Menu</u>: An alternate menu option will be provided daily to accommodate patient preferences and dietary restrictions.

4. <u>Accompaniments</u>: Meals will include soup as well as a selection of hot and cold drinks.

5. <u>Snacks</u>: Nutritious snacks will be available between meals to support patients' dietary needs.

6. <u>Paper Goods and Nutritional Supplements</u>: All necessary paper goods for meal service will be provided, along with any required nutritional supplements based on patient needs; provided, however, meal services shall be transitioned to regular plastic or ceramic dishes and metal cutlery.

7. <u>Sanitary Food Service</u>: All food will be maintained and served in sanitary conditions in accordance with State and Federal regulations.

8. <u>Food Safety Compliance</u>: The Landlord will maintain food safety standards and provide requested reports for verification.

9. <u>Regulatory Compliance</u>: The Landlord will meet all applicable State, Local, and Federal regulations specific to SNF requirements, acknowledging that these may differ from Landlord regulations.

10. <u>Quality Improvement Participation</u>: The Landlord's dietary department will participate in Quality Improvement meetings as needed.