



Nuvance Health
100 Reserve Road
Danbury, CT 06810

March 18, 2025

VIA CERTIFIED MAIL

U.S. NRC Region I
475 Allendale Rd., Suite 102
King of Prussia, PA 19406-1415

Re: Notice of Transfer of Control
NRC License – Hospital Facility: Sharon Hospital License #06-08020-02
NRC License – Hospital Facility: Norwalk Hospital License #06-06941-01
NRC License – Hospital Facility: Danbury Hospital License #06-08544-01
NRC License – Hospital Facility: New Milford Hospital License #06-17892-01

To Whom It May Concern:

Please be advised that, subject to the satisfaction of certain conditions, Northwell HS, Inc., a New York not-for-profit corporation (“**Northwell HS**”), will become the sole corporate member of Nuvance Health, a New York not-for-profit corporation (“**Nuvance Health**”) (such transaction, the “**Affiliation**”). The Affiliation is expected to close on or around May 1, 2025. Nuvance Health is currently the ultimate corporate parent of Sharon Hospital, Norwalk Hospital, Danbury Hospital, and New Milford Hospital (collectively, the “**Hospitals**”), which hold the Hospital Facility licenses captioned above (the “**Licenses**”).

Following the closing of the Affiliation, and in accordance with the terms of an Affiliation Agreement and Nuvance Health’s governing documents, Northwell HS will have ultimate authority over the day-to-day operations of Nuvance Health and authority to elect or remove the directors and officers of the Hospitals, subject to certain limitations set forth in the Affiliation Agreement. Northwell, Inc., a Delaware not-for-profit corporation (“**Northwell**”), is the sole corporate member of Northwell HS and possesses the authority to elect the directors of Northwell HS. Following the closing of the Affiliation, Northwell will become the ultimate corporate parent of the Hospitals. Accordingly, upon the closing, Northwell will have “control” over when and how the Licenses will be used.

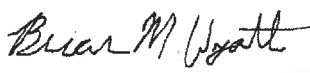
There will be no change to the tax identification numbers, names, mailing addresses, or general operations of the Hospitals upon the closing of the Affiliation.

The Hospitals submit this notice letter in satisfaction of 10 C.F.R. Parts 1-171 and NUREG 1556 Vol. 15 (Appendix E), which may require the Hospitals to provide notice of the Affiliation. Enclosed is the Transfer of Control Application for the Hospitals pursuant to NUREG 1556 Vol. 15 (Appendix E).

Should you have any questions or require additional information regarding the foregoing, please contact me at Brian.Wyatt@nuvancehealth.org.

Thank you,

NUVANCE HEALTH

By:  _____

Name: Brian M. Wyatt

Title: Chief Legal Officer

U.S. Nuclear Regulatory Commission Transfer of Control Application

NRC Region: U.S. NRC Region I

Contact:

Netra Patel, Health Physicist
Medical and Licensing Assistance Branch (MLAB)

Address:

475 Allendale Road, Suite 102
King of Prussia, PA 19406-1415

Telephone: 610-337-5000

Fax: 301-816-5151

Transferor: Nuvance Health

Transferee: Northwell, Inc.

Licenses:

- Sharon Hospital License #06-08020-02
- Norwalk Hospital License #06-06941-01
- Danbury Hospital License #06-08544-01
- New Milford Hospital License #06-17892-01

Definitions:

Control: Control of a license is in the hands of the person or persons who are empowered to decide when and how that license will be used. That control is to be found in the person or persons who, because of ownership or authority explicitly delegated by the owners, possess the power to determine corporate policy and, thus, the direction of the activities under the license.

Transferee: A transferee is an entity that proposes to purchase or otherwise gain control of an NRC-licensed operation.

Transferor: A transferor is an NRC licensee selling or otherwise giving up control of a licensed operation.

Information Needed for Transfer of Control

Licensees must provide full information and obtain NRC's **prior written consent** before transferring control of the license. Provide the following information concerning changes of control by the applicant (transferor and/or transferee, as appropriate). If any items are not applicable, so state.

1. Describe any planned changes in the organization, including but not limited to, transfer of stocks or assets and mergers, change in members on Board of Directors, etc. Provide the new licensee name, mailing address, and contact information, including phone numbers. Clearly identify when the amendment request is due to a name change only.

Nuvance Health ("Nuvance"), a New York not-for-profit corporation and the entity that presently indirectly controls the facilities listed on Exhibit A (the "Licensees"), Northwell Healthcare, Inc., a New York not-for-profit corporation, and Northwell Health, Inc., a New York not-for-profit corporation, anticipate consummating a proposed transaction (the "Affiliation"), pursuant to which, among other things, Northwell HS, Inc., a New York not-for-profit corporation ("Northwell HS"), would become the sole corporate member of Nuvance Health. (In conjunction with the closing of the Affiliation, it is anticipated that Northwell HS will change its legal name to Northwell Health System, Inc.)

Following the closing of the Affiliation, and in accordance with the terms of an Affiliation Agreement and Nuvance Health's governing documents, Northwell HS will have ultimate authority over the day-to-day operations of Nuvance Health and authority to elect or remove the directors and officers of the Licensees, subject to certain limitations set forth in the Affiliation Agreement. Northwell, Inc., a Delaware not-for-profit corporation ("Northwell"), is the sole corporate member of Northwell HS and possesses the authority to elect the directors of Northwell HS. Following the closing of the Affiliation, Northwell will become the ultimate corporate parent of the Licensees.

The Affiliation will not involve any transfer of the equity or assets of the Licensees. The names, addresses, contact information, and tax identification numbers of the Licensees will not change as a result of the consummation of the Affiliation.

2. Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel and any changes in the training program.

There are no anticipated changes with respect to the personnel or duties that relate to the licensed programs or training programs of the Licensees.

3. Describe any changes in the location, facilities, equipment, radiation safety program, use, possession, waste management, or other procedures that relate to the licensed program.

There are no anticipated changes with respect to the locations, facilities, equipment, radiation safety programs, use, possession, waste management, or other procedures that relate to the licensed programs of the Licensees.

4. Describe the status of the licensee's facilities, equipment, and radiation safety program, including any known contamination and whether decontamination will occur prior to transfer. Include the status of calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records.

All of the Licensees are operating consistent with prior practice. Their equipment is being used and maintained in accordance with applicable regulations and their radiation safety programs are ongoing and robust. There is no known contamination. The calibrations, leak tests, area surveys, wipe tests, training, quality control and related records of the Licensees are all up-to-date and were made available to the NRC in connection with recent inspections.

5. If current decommissioning funding plans (DFP) will be changed as a result of the transfer, the revised DFP should be submitted. If other financial assurance documents will be changed as a result of the transfer, confirm that all financial assurance instruments associated with the license will be held in the transferee's name before the license is transferred, and as required by 10 CFR 30.35(f), the licensee must, within 30 days, submit financial instruments reflecting such changes.

Not applicable.

6. Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.

No decommissioning of any licensed facility is planned. It is not anticipated that any records relating to the safe and effective decommissioning of the Licensees will be transferred as a result of the Transaction.

7. Confirm that both transferor and transferee agree to transferring control of the licensed material and activity, and the conditions of transfer, and that the transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

Both Transferor and Transferee agree to transferring control of the licensed material and activity, and the conditions of transfer. The Transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

8. Confirm that the transferee will abide by all constraints, conditions, requirements, representations, and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.

The Transferee will abide by all constraints, conditions, requirements, representations, and commitments of the Transferor.

9. The transferee, in the case of fuel cycle facilities, shall provide documentation showing that it is financially qualified to conduct normal operations. The information can be in the form of income statements and balance sheet forecasts.

Not applicable.

EXHIBIT A

Nuclear Regulatory Commission License
Hospital Facility: Danbury Hospital
License #06-08544-01

Nuclear Regulatory Commission License
Hospital Facility: Norwalk Hospital
License #06-06941-01

Nuclear Regulatory Commission License
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