



ROYAL HEALTH
SINCE 1997

March 30, 2022

Via email – dph.don@state.ma.us

Ms. Lara Szent-Gyorgyi, Director
Determination of Need Program
Department of Public Health
250 Washington Street, 5th Floor
Boston, MA 02108

RE: Determination of Need Application – Royal Norwell Nursing & Rehabilitation Center
Application No. 22031611-CL

Dear Ms. Szent-Gyorgyi,

Pursuant to 105 CMR 100.000 (“Regulations”), on behalf of Royal Health Group, LLC (“Applicant”), we are submitting the related documents to accompany Determination of Need Application No. 22031611-CL. The Applicant requests approval to complete renovations at 329 Washington Street, Norwell MA 02061.

Royal Norwell Nursing & Rehabilitation Center is an 86-bed licensed skilled nursing and rehabilitation center located in Norwell, Massachusetts. Royal Norwell, which has been operated and managed by the Royal Health Group since 2013, specializes in short-term rehabilitation and long-term care. Additionally, it has a sub-acute unit and provides hospice and respite care.

The facility was originally constructed in 1970 with 74 licensed Level II and Level III beds. 12 additional Level II beds were added in 1994 since then making a total of 86 licensed Level II and Level III beds. The building is 1 story, contains a total of 27,701 gross square footage, and is a Type I non-combustible construction type. The building is 50 years old and needs considerable upgrades as many of the components are well beyond their useful life.

To comply with the De-Densification Requirements effective April 30, 2022, the Applicant proposes to relocate 8 licensed beds in triple-bedded rooms by constructing an 8 bed, 2,527 square foot addition off the East Wing. All of the beds in the addition would be private rooms as are all existing beds in the East Wing. In addition to this change, the proposed Determination of Need application would also include key renovations and upgrades to the existing facility structure and systems to restore and sustain the facility. The upgrades will provide an enhanced environment for residents and caregivers.

We believe that the Applicant has met the requirements of the “sustain and restore” sections (105 CMR: 100.100) of the Department’s determination of need regulations. It is our understanding that the proposed work complies with the Department’s definition of a conservation project.

We will be submitting the application and all necessary attachments with this letter of intent. We have also met the public notice requirements as specified in the regulations. A copy of the check for the filing fee is attached to the application.

Royal and the Applicant want to confirm several important matters in this submission to your office:

- First, the objective of the Plan is to address key regulatory requirements, to enhance the facility and services for residents and staff, and to foster financial sustainability in future operations
- Second, separately the Applicant is submitting Attestation and Waiver Request documentation concurrently to appropriate State Agencies, which confirm the good faith intent to comply with the
- DPH new licensure rules related to 3 and 4 bed rooms. Note that in the Attestation, there is specific citation of the submittal of this timely DON application.
- Third, the plan is predicated on the intent to continue current facility operations, services, and employment. The project involving new construction will not cause undue hardship or major displacement and will be phased to assure continuity.
- Fourth, this is a renovation/construction project involving an existing facility and currently licensed beds.
- Fifth, the project will address the 3 and 4 bed requirement, Life Safety Code upgrades, and it will enhance quality, environment, and infection protection features.
- Sixth, the Applicant wants to highlight that this proposed project is intended to assure continuation and continuity of the existing facility and its services. This is a renovation and enhancement project at the existing licensed and approved site. The project does not add new SNF beds to the LTC system. It assures sustained and enhanced operation of existing services. The number of beds, the required parking, environmental and zoning elements are reflective of the plan to continue what is in place and make it stronger in a cost-effective way. The plan is also designed to control project cost, mitigate hardship to residents and staff, and to avoid significant bed reduction during construction and renovation.
- Seventh, the application points to the material improvement in future financial performance following the project. The Applicant acknowledges DoN’s policy relating to obtaining the opinion of financial feasibility by an independent, qualified CPA, and will address and comply with this as needed.

Thank you for your consideration of this request. Please contact Karen Koprowski, Regulatory Advisor, should you have any questions or need further information. Her contact information is as follows: (774-239-5885) kkoprowski@strategiccares.com

Sincerely,



James Mamary, Sr.
Royal Health Group

Enclosures

Cc: Elizabeth Chen, Executive Office of Elder Affairs
Stephen Davis, DPH Healthcare Licensure and Certification
Suzanne Barry, Center for Health Information and Analysis
Kate Mills, Health Policy Commission
Whitney Moyer, MassHealth Office of Long-Term Services and Supports
Attorney General's Office

FILING FEE

Vendor
Commonwealth of Massachusetts

Vendor ID
Commonwealth of

Date
03/16/2022

Check Number
017093

Mamary Funding, LLC

Invoice Number

Date _____

Voucher Number	Description
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Paid Amount

Mamary Funding, LLC
42 Winter Street Unit 1
Pembroke, MA 02359

M&T Bank
327 Great Oaks Blvd
Albany, NY 12203-5971

10-4/220

Mar 16, 2022
DATE

017093
CHECK NO.

Pay Seven Thousand One Hundred Fifty Nine Dollars And 07 Cents

\$7,159.07

to the Order of:

Commonwealth of Massachusetts
1 Ashburton Place
Boston, MA 02108

\$7,159

[Handwritten signature]

 Security features included. Details on back

PUBLIC NOTICE

LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Ms. Tiffany Freeman
Freeman, Tiffany
92 Montvale AVE # 2300
Stoneham MA 02180-3638

STATE OF MASSACHUSETTS, COUNTY OF NORFOLK

The Patriot Ledger, a newspaper printed and published in the city of Quincy, and of general circulation in the County of Norfolk, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/10/2022

and that the fees charged are legal.

Sworn to and subscribed before on 03/10/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$324.48

Order No: 7008035

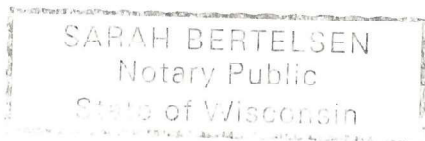
Customer No: 722275

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of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



329 WASHINGTON ST LEGAL NOTICE PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTHCARE PROJECT

Royal Norwell Nursing & Rehabilitation Center

Royal Norwell Nursing & Rehabilitation Center, located at 329 Washington Street, Norwell, Massachusetts, intends to file an application with the Department of Public Health to make changes to the existing facility. The Applicant plans to construct an eight(8) bed 2,527 gross square foot addition off the east wing of the existing facility. The addition would allow the facility to relocate eight (8) beds currently in the facility's three (3) bedded rooms to comply with the state's densification requirements. Those requirements would prohibit nursing facilities from having residents in three and four-bedded rooms. The application would also include renovations and upgrades to the existing structure. The proposed area to be renovated is 2,770 gross square feet.

The Applicant does not anticipate any price or service impacts on the Applicant's existing patient panel as a result of the application. The estimated capital expenditures for this project is \$3,579,537 (March 2022 dollars) Any ten taxpayers of the Commonwealth may register in connection with the application no later than April 30, 2022, or 30 days from the filing date, whichever is later, by contacting the Department of Public Health Determination of Need Program, Attention Program Director, 250 Washington Street, 6th Floor, Boston, MA 02108. The application may be inspected at such address.

AD#7008035
PL 03/10/2022

Boston Globe, The

Publication Name:
Boston Globe, The

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Publication County:
Suffolk

Notice Popular Keyword Category:

Notice Keywords:
Norwell ma

Notice Authentication Number:
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1626174601

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Notice File:

Notice Publish Date:



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Friday, March 04, 2022

Notice Content

PLEASE NOTE: The following text was electronically converted from the PDF document above, and may not be 100% accurate. Because of this, please view the PDF for the most accurate information.

PUBLIC ANNOUNCEMENT CONCERNING A PROPOSED HEALTHCARE PROJECT Royal Norwell Nursing & Rehabilitation Center Royal Norwell Nursing & Rehabilitation Center, located at 329 Washington Street, Norwell, Massachusetts, intends to file an application with the Department of Public Health to make changes to the existing facility. The Applicant plans to construct an eight(8) bed 2,527 gross square foot addition off the east wing of the existing facility. The addition would allow the facility to relocate eight (8) beds currently in the facility's three (3) bedded rooms to comply with the state's de-densification requirements. Those requirements would prohibit nursing facilities from having residents in three and four-bedded rooms. The application would also include renovations and upgrades to the existing structure. The proposed area to be renovated is 2,770 gross square feet. The Applicant does not anticipate any price or service im- pacts on the Applicant's existing patient pan

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Norfolk

Notice Popular Keyword Category:

Notice Keywords:
Norwell ma

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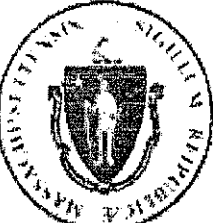
Notice Publish Date:
Thursday, March 10, 2022

Notice Content

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ARTICLES OF ORGANIZATION

	The Commonwealth of Massachusetts	Minimum Fee: \$500.00
	William Francis Galvin	
	Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640	

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 463457422 (must be 9 digits)

1. The exact name of the limited liability company is: ROYAL NORWELL NURSING & REHABILITATION CENTER, LLC

2a. Location of its principal office:

No. and Street: 1080 WASHINGTON STREET
City or Town: HANOVER State: MA Zip: 02339 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 1080 WASHINGTON STREET
City or Town: HANOVER State: MA Zip: 02339 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF BUSINESS IS TO OWN, PURCHASE, LEASE AND OPERATE A NURSING HOME AND TO ENGAGE IN ANY OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JAMES S. MAMARY SR.
No. and Street: 1080 WASHINGTON STREET
City or Town: HANOVER State: MA Zip: 02339 Country: USA

I, JAMES S. MAMARY SR. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	JAMES S. MAMARY SR.	1080 WASHINGTON STREET HANOVER, MA 02339 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	JAMES S. MAMARY SR.	1080 WASHINGTON STREET HANOVER, MA 02339 USA

9. Additional matters:

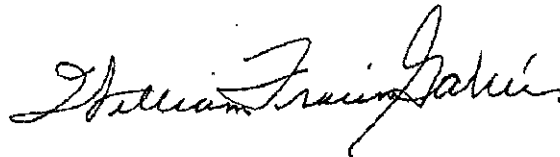
**SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of August, 2013,
JAMES S. MAMARY SR.**

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

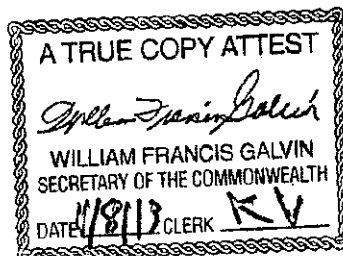
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 20, 2013 01:17 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



ROYAL NORWELL NURSING & REHABILITATION CENTER, LLC
OPERATING AGREEMENT

This Operating Agreement, dated as of the 8th day of November, 2013, is by James S. Mamary, Sr. of Hingham, Massachusetts ("Mamary"), individually referred to herein as a "Member".

WHEREAS, Royal Norwell Nursing & Rehabilitation Center, LLC (the "LLC") has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing on August 20, 2013 of a Certificate of Organization in the office of the Secretary of State of The Commonwealth of Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Management by Members.

(a) The LLC shall be member-managed. The Member shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this operating agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC and (ii) to take any other action not prohibited under the Act or other applicable law.

(b) All decisions of the Member respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of the holders of more than 50% in voting interest, based on percentage voting interests held as Members as set forth on Schedule A hereto ("Percentage Voting Interests"), unless pursuant to this Agreement, the Act or to other applicable law a greater number or percentage of Percentage Voting Interests or of all interests is required.

2. Capital Contributions; Capital Accounts; and Liability of Members

(a) The Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by the Members and shall be reflected on Schedule A hereto.

(b) Except as otherwise provided in this Section 2, no Member shall be obligated to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by him or to receive any other payment in respect of his interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(c) A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended ("the Code"). To the extent consistent with such regulations, there shall be credited

to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member, and such Member's share of the net losses of the LLC.

(d) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of Previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. No Member shall have any liability to restore any negative balance in his or its Capital Account. In no event shall any Member be personally liable for any liabilities or obligations of the LLC.

3. Return of Contributions. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

4. Share of Profits and Other Items.

(a) The net profits and losses of the LLC shall be allocated among the Members according to the percentage of total interests, both voting and non-voting (the "Percentage Total Interests") of each Member. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

(b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal partnership income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in the net profits and net losses.

5. Substitution and Assignment of a Member's Interest. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or all or any part of the assets of the LLC, without the unanimous written consent of all the Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

6. Admission of Additional Members. Additional Members may be admitted to the LLC. The parties agree that it is their intention to issue membership interests in connection with the recruitment of executives and other employees. Such newly-issued membership interests may be either voting interests or non-voting interests, as the parties and the new member may agree.

7. Priorities. No Member shall have any rights or priority over any other Members as to contributions or as to distributions or compensation by way of income.

8. INTENTIONALLY OMITTED

9. Continuation of the LLC. The Members may discontinue the business of the LLC upon the occurrence of any event which constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Any such election shall be made by the Members by action of the holders of more than 50% in Percentage Voting Interests.

10. Termination of Membership; Return of Capital. No Member may terminate his or its membership in the LLC or have any right to distributions respecting his membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.

Each party to this Agreement shall have the right, upon ninety days written notice to the others, to terminate their arrangements under this Agreement. At the time such notice to the other is given, the party giving such notice shall state a price at which he is willing to sell to the others (or, at the others' option, to the LLC itself) his interest in the LLC. If the other parties are willing to purchase (or to have the LLC purchase) the interest of the party giving notice at such price, they shall so notify the party giving notice within thirty days of receipt of such notice, and within ninety days thereafter (i.e., within one hundred twenty days of the giving of the original notice), shall effect such purchase. If the parties receiving the notice are unwilling to purchase the interest of the party giving notice at the offered price, the party giving the original notice shall have the right (but not the obligation) to purchase the interests of the other parties at such offered price, the closing for such purchase to be within said ninety-day and one hundred twenty-day periods. If there is no purchase of a party's interest under the preceding provisions, the parties shall thereafter work together for the liquidation of the LLC.

11. Books and Records; Bank Accounts.

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.

(b) Such books shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both LLC and accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) James S. Mamary, Sr. shall be the "tax matters partner" of the LLC for purposes of the Code.

12. Indemnity; Other Business.

(a) Each Member shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by him or it within the scope for the authority conferred by this Agreement, and/or for any act omitted to be performed, except for his or its gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

(b) The Members and any affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC, provided, however, that the Member's participation in such other ventures shall not materially interfere with their obligations to the business of the LLC. Neither the LLC nor any other Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

13. Miscellaneous.

(a) Subject to the restrictions on transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, which such successor acquires such interest by way of gift, purchase, foreclosure, or any other method, shall hold such interest subject to all of the terms and provisions of his Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.

(b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

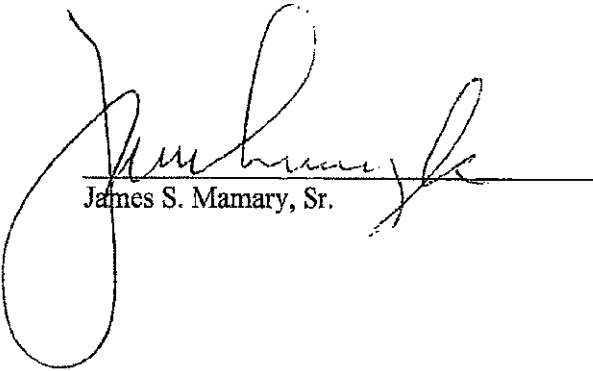
(c) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(d) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all members have not signed the same counterpart.

(e) This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement as of the date first above written.

MEMBERS:



James S. Mamary, Sr.

SCHEDULE A TO OPERATING AGREEMENT
ROYAL NORWELL NURSING & REHABILITATION CENTER, LLC

<u>Name and addresses</u> <u>of members</u>	<u>Capital</u> <u>Contributions</u>	<u>Voting</u> <u>Units</u>
James S. Mamary, Sr. 93 Main Street Hingham, MA 02043	\$ 100	100