

DISCLOSURE STATEMENT

for



Concord, Massachusetts

July, 2015

Disclosure Statement
Table of Contents

	<u>PAGE</u>
I. Owner.....	3
II. Current Directors and Officers	3
III. Business Experience of Owner and Manager; Acquisition of Goods and Services from Related Parties	4
IV. Affiliations with Religious, Charitable or Other Not-for-Profit Organizations and Tax Status of Owner.....	5
V. Location and Description of Real Property	6
VI. Services Provided by Newbury Court	6
VII. Summary of Fees and Service Packages	7
VIII. Increases in Fees	10
IX. Proposed Use of Entrance Fees	10
X. Insurances Required of Residents.....	10
XI. Financial Information	11
XII. Access to Community by Non-Residents.....	11
XIII. Miscellaneous.	11
ATTACHMENT A	12

Newbury Court
PROJECT DESCRIPTION

I. Owner

- A. Name and Address of the Owner. Newbury Court is owned and operated by New England Deaconess Association (Deaconess), a Massachusetts not-for-profit organization, and is a residential community located at 100 Newbury Court and 80 Deaconess Road in Concord, Massachusetts. The mission of Deaconess and Newbury Court is to provide housing and services to those over the age of sixty-two. Newbury Court is open to all faiths and provides a broader reaching continuum of care for persons aged 62 and over. It facilitates the promotion of the lifestyle of its residents by easing the transition from residential living to higher levels of care and service when needed and brings assistive type services right to the individual residences. The current address and telephone number of Newbury Court is:

Newbury Court
100 Newbury Court and 80 Deaconess Road
Concord, MA 01742
978-369-5155 and 978-369-5151

- B. State of Incorporation. Deaconess has not-for-profit status under the Commonwealth of Massachusetts law.

II. Current Board of Overseers for Newbury Court

Mr. Glenn Burlamachi, Chair
Ms. Donna Grinnell
Ms. Mary Fraser
Mr. Robert Fallon
Ms. Marcia Bradley
Mr. Christopher Sintros
Mr. Byron Woodman
Mr. Robert Cowen
Rev. John Lombard
Mr. Marty Ryan

Current Directors and Officers for New England Deaconess Association

Mr. Jim Mentzer, Chair
Ms. Carol Wilson, Vice-Chair
Mr. Theodore A. Barten, Treasurer
Mr. William A. Zoppo, Clerk
Ms. Colleen Williams
Ms. Susan E. Powers
Rev. Matthew Wissell
Rev. Thomas Getchell Lacey
Mr. Glenn D. Burlamachi
Mr. John Cratsley
Ms. Sunita Hanjura
Ms. Phyllis Rogde Gleason
Ms. Donna Grinnell
Rev. Stephen Melius
Mr. Harry Hedison
Mr. John Young
Mr. Don MacKenzie
Mr. Bruce Burke
Mr. Christopher Sintros (Ex Officio)

III. Business Experience of Owner and Manager; Acquisition of Goods and Services from Related Parties

A. Description of Specific Business Experience in the Development or Management of Similar Communities.

The Owner, Developer and Manager. Newbury Court, is owned and operated by New England Deaconess Association (“Deaconess”). The property has been at this location since 1911 and has been continuously operating in this location in service to older adults.

New England Deaconess Association owns and operates several communities throughout New England. In 1911 the Deaconess opened the Deaconess House in Concord. In 1964, The New England Deaconess Association’s first nursing home was built in Concord, Massachusetts. The Rivercrest Wellness and Rehab Center was expanded in 1968, 1993 and again in 2002. In 1967, three apartment buildings were built in Concord to provide for affordable residential living. In 1971, Rockridge Retirement Community was constructed and began operations in

Northampton, Massachusetts. Newbury Court was built in 1994. In 2003, through a partnership with Cooperative Elder Services, a new Adult Day Care Center opened in Concord. In 2004, an expansion and renovation focused on residential living with assistance, opened at Rockridge in Northampton. Since 2006, expansion and renovation has occurred at Newbury Court to now include 230 residential suites, 29 memory support assisted living suites (The Gardens), and 42 skilled nursing beds (Rivercrest).

In 2006, the organization re-branded and re-organized and a parent organization was formed called Deaconess Abundant Life Communities. This parent acts as a support to the communities under its umbrella. Deaconess has continued to grow its organization through development of new communities in Provincetown, Massachusetts and Gilford, New Hampshire.

- B. Acquisition of Goods and Services from Related Parties. Newbury Court's policies require any board member with potential conflicts of interest to be excluded from any vote regarding Newbury Court entering into contracts with respect to which the board member has a potential conflict of interest. Newbury Court is not aware of any board member with a potential conflict of interest.
- C. Description of Criminal, Civil Fraud and Licensing Records of New England Deaconess Association Board Members.
 - 1. No Newbury Court board member or Deaconess officer or director has been convicted of a crime or been party to any civil action claiming fraud, embezzlement, fraudulent conversion or misappropriation of property which resulted in a judgment against him or her for damages or enjoining any such activity.
 - 2. No Newbury Court board member or Deaconess officer or director is subject to a current injunctive or restrictive order of a court record, or had any state or federal licenses or permits suspended or revoked in connection with any business activities related thereto.

IV. Affiliations with Religious, Charitable or Other Not-for-Profit Organizations and Tax Status of Owner

Newbury Court is owned and operated by New England Deaconess Association, a Massachusetts not-for-profit corporation. Deaconess has an

exemption from Federal income tax under Section 501(C)3 of the Internal Revenue Code of 1986, as amended (the “Code”). Persons of any faith, as well as those with no particular religious affiliation, are eligible to be considered for residency at Newbury Court. Newbury Court operates consistent with its status as a tax exempt organization

V. Location and Description of Real Property

- A. Location. Newbury Court is located on an approximate 35 acre parcel of land on the Western side of Old Road to Nine Acre Corner, ¼ mile from Route 2 and adjacent to Emerson Hospital and Concord Country Club. The site offers a pastoral wooded setting with close proximity to the town center of Concord and only 30 miles from all that Boston has to offer.
- B. Description of Real Property. Newbury Court consists of 230 one and two bedroom suites housed within a large building, 12 of which are in the three Chamberlin apartment buildings adjacent to the large building, one of which is a free-standing home at the Deaconess Road entrance to the property. The large building has varied dining venues, fitness center, pool, spa and salon, common areas such as lounges, libraries and function spaces. Newbury Court also includes The Gardens Memory Support Assisted Living neighborhood which has 29 suites and Rivercrest Wellness and Rehab with 42 beds.

Newbury Court is steel and concrete construction. Newbury Court offers interior finishes that are consistent with the quality that people have come to enjoy in their present residences. The overall exterior architectural character is a traditional brick with stucco siding. There are a number of features unique to the building that allow people to age without obstacles. These features include lever hardware, moderate walking distances, handicap-friendly accessibility, and bathrooms and kitchens that offer easy reach into cabinets, short spaces between appliances and work stations, and several electrical outlets. There are many choices of apartment styles that will suit a variety of needs and desires. Each section of the building is served by an elevator. Many suites offer a private balcony and there are public terraces and balconies available for everyone’s use. There is underground garage parking available to those who own a car. The grounds surrounding the community offer areas for small flower and herb gardens, paths for walking and parking for guests.

VI. Services Provided by Newbury Court

Please refer to the form, “Residence & Care Agreement,” to be entered into between Newbury Court and prospective residents (the “Residency Agreement”) for a complete description of provisions governing the scope of services to be provided at Newbury Court.

VII. Summary of Fees

As more specifically described in the Residence and Care Agreement, residents of Newbury Court are obligated to make the following payments in exchange for the right to occupy a suite at Newbury Court and to receive the services outlined in the Residence and Care Agreement: (i) a one-time, non-interest bearing, 90% refundable resident deposit (the “Entrance Fee”); and (ii) monthly service fees (the “Monthly Services Fees”). Some residences are set aside for those with more limited funds. These have certain income requirements associated with them and are offered with no entrance fee and a sliding monthly fee. The following chart summarizes the Monthly Service Fees and Entrance Fees applicable to the market rate residences of Newbury Court:

Newbury Court - Residence Fee Schedule

Residence Fees

Suite Type	Entrance Fee Range (90% Refundable)	Monthly Fee Range for Advantage Package
One Bedroom	\$325,000 to \$460,000	\$3,300 to \$4,100
One Bedroom with Den	\$533,000 to \$575,000	\$4,800
Two Bedroom	\$435,000 to \$667,000	\$4,000 to \$5,650
Two Bedroom with Den	\$628,000 to \$710,000	\$5,650 – \$6,010

Pricing above is based on single occupancy and is subject to change without notice 1/1/15

Second Person Fees:

Add \$17,000 to the Entrance Fee and \$875 to the Monthly Fee

There are two levels of monthly service packages that are available, in addition to an ala carte listing of services that can be selected. The services included in each package are detailed in the list following:

Monthly Service Fee Packages

Included Services	Foundation Package	Advantage Package
Maintenance of the residence and common areas	√	√
Scheduled Transportation	√	√
24 hour Concierge	√	√
24 hour Security	√	√
Garage parking space	√	√
Storage cage	√	√
All Utilities including: heat, AC, sewer, electric, water and garbage	√	√
Main Meal of the day in the Fine Dining Room		√
Weekly Housekeeping		√
Health and Medical (i.e. Flu vaccines, blood pressure screens		√

Wellness Services and Fees Packages

In addition to the regular services and monthly fees, residents may receive personal care services in their suite. These are priced in two ways. Residents may choose a package of services or individually priced services. Following is the detailed description of the Service Packages and their costs as well as the ala carte listing of services and their related costs. Residents will be asked to sign off on the services to be provided and an estimated cost will be provided for their specific situation at that time.

Resident Health and Wellness Menu of Services

Nursing Services may include:

- RN assessment and care
- Weekly medication pre-fill
- Injection
- PT/INR testing(resident provides all supplies)
- Dressing change
 - Residents are expected to provide their own supplies

Nursing Hourly Rate

\$73.00

CNA Services may include:

- Personal care (Shower, med reminders, dress assist, patches, TEDs, blood glucose monitoring, etc.)
- Home services (food preparation, light housekeeping, laundry, bed making, shopping for resident, etc.)
- Escort services (within building, to appointments)
- Companion services

CNA Hourly Rate **\$31.50**

Wellness Visit **\$10.00**

- Equal to or less than 15 minutes. (ex: Safety suite check, administering eye drops, ointment applications, medication reminders, etc.)

*Advanced notice for services is requested.

*There is no minimum charge of hours for services.

*One time pendant calls & pull cord calls are not charged as they should only be used in emergency situations.

***Ongoing pendant calls** **\$10.00**

***Schedule Change Fee** **\$15.00**

***Cancellations with less than 24 hour notice (minimum)** **\$50.00**

(All Prices are subject to change)

DESCRIPTION OF SERVICE PACKAGES

Supportive Package: Residents receiving this level of service may need minimal assistance with personal care activities but have difficulty in managing other activities that maintain their safety. This package can include but is not limited to med reminders, light housekeeping, laundry, etc. up to 30 hours per month.

*Includes one complimentary RN visit/month

Supportive Plus Package: Residents receiving this level of service require more physical assistance, wellness visits, and a higher level of support or companionship for managing day to day tasks to enhance function. Services are customized up to 50 hours per month.

*Includes two complimentary RN visits/month

Ultra Package: Residents receiving this level of service are at a higher risk level for adverse events. They need much more support as areas of managing safely in their environment, medication and appointment assistance, assistance with meals, etc. Services are customized up to 70 hours per month.

*Includes four complimentary RN visits/month

Services that exceed allotted time for each package will be reviewed and billed a la carte. If hours of service consistently go over the prescribed package, a recommendation may be made to move to a different level of service.

Supportive Package	Supportive Plus Package	Ultra Package
<p>30 Hours of customized services</p> <p>(Based on service Plan)</p>	<p>50 Hours of customized services</p> <p>(Based on service Plan)</p>	<p>70 Hours of customized services</p> <p>(Based on service Plan)</p>
Add \$1,622 per month to the monthly fee services	Add \$2,141 per month to the monthly fee services	Add \$2,752 per month to the monthly fee services

Packages can be customized to meet your needs Rev. 07/15

VIII. Increases in Fees

Newbury Court may increase the Monthly Service Fees applicable to the suites, by delivering written notice to residents of the increase at least sixty (60) days prior to the date upon which such increase will take effect. Such fees may be increased if Newbury Court, at its sole discretion, deems it necessary to adjust the same.

IX. Proposed Use of Entrance Fees

At the sole discretion of Newbury Court, Entrance Fees may be used to pay for capital costs, debt service, operating reserves, retirement of debt, refund obligations, costs of future expansions and other purposes deemed appropriate by Newbury Court. In order to provide security to the lender and other parties who have provided financing, Newbury Court may pledge the receipts and revenues of Newbury Court, including the Entrance Fees.

X. Insurances Required of Residents

During the term of the Residence and Care Agreement, residents of Newbury Court are required to enroll in Medicare Parts A and B, or comparable insurance approved by Newbury Court, and to maintain in effect supplemental Medicare insurance coverage. If a resident of Newbury Court, does not qualify for Medicare coverage, he or she must maintain comprehensive health coverage satisfactory to Newbury Court. The resident shall agree to provide evidence of all insurance to Newbury Court upon request, and may be required to assign to Newbury Court all benefits under such insurance policy or policies.

During the term of the Residence and Care Agreement, residents of Newbury Court are required to carry Renter's Insurance on their personal belongings. This insurance must include replacement and liability insurance and it is recommended that it not be less than \$500,000.

If resident owns an automobile and that automobile is to be parked on Newbury Court property, resident is required to carry automobile insurance in the amount of not less than \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

XI. Financial Information

See Balance Sheet following, labeled Attachment A.

XII. Access to Facilities by Non-Residents

The common areas of Newbury Court and other amenities available at Newbury Court are available for use by its residents and their guests in accordance with the policies and procedures of Newbury Court as set forth in the Resident Handbook for Newbury Court (the "Resident Handbook"). On occasion, Newbury Court and/or Deaconess, in its sole discretion, may grant use of its facilities by non-residents for public and charitable purposes.

XIII. Miscellaneous.

In the event of any discrepancies between this Community Description and the Residence and Care Agreement, the Residence and Care Agreement supersedes this Community Description.