

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: HAL092027	(X2) MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING: _____	(X3) DATE SURVEY COMPLETED R 05/06/2025
NAME OF PROVIDER OR SUPPLIER BROOKDALE MACARTHUR PARK		STREET ADDRESS, CITY, STATE, ZIP CODE 111 MACARTHUR DRIVE CARY, NC 27513		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
{C 000}	Initial Comments Report of a Construction Section Biennial Follow Up Survey conducted by Tod Hancock on May 6, 2025. Deficiencies remain uncorrected and a new Plan of Correction is required.	{C 000}		
{C 111}	Must Have Current San. & Fire Safety Reports SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0302 DESIGN AND CONSTRUCTION f) The facility shall have current sanitation and fire and building safety inspection reports which shall be maintained in the home and available for review. This Rule is not met as evidenced by: 1. Based on an interview with the Executive Director and Maintenance Director, the facility failed to maintain in the facility, current (completed within the last twelve months) sanitation and fire and building safety inspection reports available for review. Findings on May 6, 2025: a. There was no Fire Official (Fire Marshal) report available for review.	{C 111}	C-111 Please see attached fire and safety inspection, dated 11-5-2024.	
{C 189}	Building Equipment Maintained Safe, Operating SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0311 OTHER REQUIREMENTS (a) The building and all fire safety, electrical, mechanical, and plumbing equipment in an adult care home shall be maintained in a safe and operating condition. (k) This Rule shall apply to new and existing	{C 189}	C-189 See next page	

Division of Health Service Regulation

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

STATE FORM

Carlene Friedl

Executive Director 5/24/25

BSS22

If continuation sheet 1 of 3

Division of Health Service Regulation

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{C 189}	Continued From page 1 facilities with the exception of Paragraph (e) which shall not apply to existing facilities. This Rule is not met as evidenced by: 1. Based on observation, the smoke-tight corridor doors are not maintained in a safe and operating condition. Findings on May 6, 2025: a. AL-Dining Room-Right-side- The automatic door closer is broken. 2. Based on observation, the building's mechanical system is not maintained in a safe manner. Findings on May 6, 2025: a. 2nd. Floor-Azalea Spa-The above ceiling VAV climate control device is not operational. 3.. Based on observation and review of records there is a failure to maintain the facility's emergency fire alarm system devices and equipment in a safe operating condition. All the occupants of the facility could be affected if the equipment failed to alert the occupants in case of a fire. Findings on May 6, 2025: a. The fire alarm report indicated multiple deficiencies with the fire alarm reporting system. Deficiencies include, several smoke detectors, initiating device and batteries that failed testing. 4. Based on review of records, the fire suppression system is not maintained in a safe and operating condition. This could affect all residents, staff, and visitors if smoke/fire is not contained in the room or compartment of origin.	{C 189}	C-189 Parts have been ordered through vendor, Madeline. This will cover both ① AL and second floor ② Azalea Spa. ③ Summit Fire is the process of replacing equipment. They will then clear the system.	

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{C 189}	Continued From page 2 Findings on May 6, 2025: a. The fire suppression system test report indicated that non-critical deficiencies include dry pipe valve and (2) tamper switches failed testing.	{C 189}	C(189) This has been corrected.		

TOWN OF CARY FIRE DEPARTMENT

INSPECTION REPORT

BROOKDALE MACARTHUR PARK, 111 MACARTHUR DR, BLDG 111 MACARTHUR, CARY NC 27511



DETAILS

Inspection Date: 11/05/2024 | Inspection Type: INSPECTION - 1 YEAR | Inspection Number: 262233 | Shift: N/A | Station: Fire Station #5 | Unit: N/A | Lead Inspector: ROBERT PATTERSON | Other Inspectors: RAYMOND SYMONS

VIOLATIONS AND COMPLIANCES

Showing only violations and images for this inspection. Please reach out to the lead inspector for more details.
Resolved Violations: 0 | Passed Codes: 0 | Violations: 7 | N/A Codes: 0

STATUS	CODE	DESCRIPTION
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* Generator Closet
* Door Mag. Living room.

Kitchen Room - Left side Adjust

Fix Closure.

FAIL

1010.1.9.7 - Delayed egress

"Delayed egress locking systems, shall be permitted to be installed on doors serving any occupancy except Group A, E and H in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907. The locking system shall be installed and operated in accordance with all of the following: 1. The delay electronics of the delayed egress locking system shall deactivate upon actuation of the automatic sprinkler system or automatic fire detection system, allowing immediate, free egress. 2. The delay electronics of the delayed egress locking system shall deactivate upon loss of power controlling the lock or lock mechanism, allowing immediate free egress. 3. The delayed egress locking system shall have the capability of being deactivated at the fire command center and other approved locations. If a fire command center is not required by the International Building Code, the door locks shall have the capability of being unlocked by a signal from a location approved by the local fire code official. 4. An attempt to egress shall initiate an irreversible process that shall allow such egress in not more than 15 seconds when a physical effort to exit is applied to the egress side door hardware for not more than 3 seconds. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the delay electronics have been deactivated, rearming the delay electronics shall be by manual means only. Exception: Where approved, a delay of not more than 30 seconds is permitted on a delayed egress door. 5. The egress path from any point shall not pass through more than one delayed egress locking system. Exception: In Group I-2 or I-3 occupancies, the egress path from any point in the building shall not pass through more than two delayed egress locking systems provided the combined delay does not exceed 30 seconds. 6. A sign shall be provided on the door and shall be located above and within 12 inches (305 mm) of the door exit hardware: 6. 1. For doors that swing in the direction of egress, the sign shall read: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS. 6. 2. For doors that swing in the opposite direction of egress, the sign shall read: PULL UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS. 6. 3. The sign shall comply with the visual character requirements in ICC A117.1. Exception: Where approved, in Group I occupancies, the installation of a sign is not required where care recipients who, because of clinical needs, require restraint or containment as part of the function of the treatment area. 7. Emergency lighting shall be provided on the egress side of the door. 8. The delayed egress locking system units shall be listed in accordance with UL 294."

Location: delayed egress doors need to be repaired and function properly as required.

Original Comment: right side of back hallway at riser room and right side of back hallway doors by employee breakroom.



STATUS	CODE	DESCRIPTION
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FAIL

304.4.1 - Combustible trash in a means of egress

"Combustible trash or recyclable materials shall not be placed in exits, exit passageways, enclosures for stairways or ramps, corridors, elevator lobbies, or on egress balconies, except as permitted by Section 304.4.2."

Location: no storage allowed under stairwells



FAIL

315.3.3 - Equipment rooms

"Combustible material shall not be stored in boiler rooms, mechanical rooms, electrical equipment rooms or in fire command centers as specified in Section 508.1.5."

Location: No storage in electrical rooms



FAIL

703.2.3 - Door operation

Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

Location: Repair and provide maintenance records for all fire doors within the facility. Several of them will not close properly after activation.

STATUS**CODE****DESCRIPTION****FAIL****901.6 - Inspection testing and maintenance**

"Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired fire protection systems and equipment shall be inspected, tested and maintained or the exposed components of such systems shall be removed."

Location: There are several fire sprinkler trim rings through the facility missing, loose, or in need of adjustment.

**FAIL****907.8 - Inspection testing and maintenance**

"The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.8.1 through 907.8.5 and NFPA 72. Records of inspection, testing and maintenance shall be maintained."

Location: There are several outstanding trouble alarms on the fire alarm control panel that need to be addressed by the alarm company and corrected.

STATUS

CODE

DESCRIPTION



FAIL

913.4 - Valve supervision

"Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods: 1. Central-station, proprietary or remote-station signaling service. 2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location. 3. Locking valves open. 4. Sealing of valves and approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner."

Location: There is a water flow control valve in the sprinkler riser room that appears to have been replaced and valve monitoring wiring on it has not been connected to the fire alarm control panel. This needs to be corrected.



GENERAL NOTES

ROBERT PATTERSON - 11/05/2024 @ 13:01

Please let me know if you have any questions or concerns. I will be back in touch in 30-45 days for a re-inspection.

REINSPECTION DATE

12/05/2024

CONTACT SIGNATURE

Carmen Scott

Reason for not collecting a signature: NA

INSPECTOR SIGNATURE

ROBERT PATTERSON
Signed on: 11/05/2024 @ 13:01



QUESTIONS ABOUT YOUR INSPECTION?

ROBERT PATTERSON
bob.patterson@carync.gov
9194694056



Summit Fire & Security LLC INSPECTION PROPOSAL

This proposal is for Inspection Services to be performed by Summit Fire & Security LLC, and/or its subsidiaries (collectively, Summit). Upon execution by the Customer and Summit this Proposal shall become the "Agreement."

All Prices quoted are valid for 30 days from the proposal date.

Proposal Date: May 1, 2025

To: Facilities
Brookdale Cary MacArthur Park
2230 Farmington Drive
Chapel Hill, NC

From: Esteban Torres III
Summit Fire & Security LLC
1609 Heritage Commerce Court
Wake Forest, NC 27857
Office: 919-872-3250 Mobile: 984-960-7659
Email: Etorres1@summitfiresecurity.com

Service Location: 111 Mac Arthur Drive
Cary, NC

Proposal Number: 388374

Proposal Name: Brookdale Cary MacArthur Park - Inspection - 05/01/2025

EQUIPMENT DESCRIPTION:

Summary of the life safety equipment for the purpose of test and inspection.

Systems	Annually	Semi-Annually
Backflow - Fire Rated	1	
Dry System(s)	1	
PIV	1	
Fire Alarm Panel	1	
Annunciator - Remote LCD	3	
Detectors (Heats, Smokes, etc)	129	
Door Holder	11	
Duct Detector	2	
Horn Strobe	2	
Pull Station	11	
Portable Fire Extinguishers	25	
Hood Systems	1	1

**Includes 100% walk-through.

Additional Equipment

In the event additional equipment is installed after the date of this agreement, the annual inspection charge shall be negotiated in accordance with Summit's prevailing rates. The quantity list may not be inclusive. Upon inspection, if the quantity list changes, then the price may be changed accordingly.

24-HOUR DISPATCHING OF EMERGENCY SERVICES

As a service provided to you, but not included in the base price of this agreement, Summit will provide 24 hour Emergency service at prevailing service labor rates.

QUALITY ASSURANCE AND CONTROL

Summit has the most comprehensive internal inspector training program in the industry. Summit employees go through a rigorous training program that concludes with the administration of the NICET Level II Test and Inspection examination. We also conduct regular refresher courses for our experienced inspectors to ensure consistency and quality. Follow-up of classroom training is conducted through periodic field audits of our inspectors to maintain Summit quality standards. Summit field experts provide technical assistance and code consultation to support our test and inspection organization.

Proposal No: 388374

In the event that either party in the Agreement believes that the other has failed to meet its non-monetary performance obligations under this Agreement such party will notify the other party in writing. The party shall have sixty (60) days from the receipt of the written notice to make any necessary corrections. If the matter is not corrected within such sixty (60) day period, the party that gave the notice shall have the right to terminate the Agreement without further notice and the Early Termination fee will be waived. The Customer agrees to pay for all work performed by Summit through the termination date.

CLARIFICATIONS AND SPECIAL PROVISIONS

SENSITIVITY TESTING, DETECTOR CLEANING, AND AUDIBILITY TESTING FOR FIRE ALARM AND DETECTION SYSTEMS

If explicitly included within the scope of this Agreement, to help minimize false alarms, and in accordance with NFPA 72, accessible smoke detection devices will be cleaned using manufacturer's recommended procedures at a rate of 50% annually. Devices may be dismantled to expose the smoke chamber (when applicable) and cleaned using a soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum. Also, unless explicitly stated this contract does not include audibility testing.

ASSIGNEES/SUBCONTRACTORS OF SUMMIT

Summit shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any testing or inspection service, which it may perform. Customer acknowledges that this Agreement, and particularly those paragraphs relating to Summit's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, are a benefit of, and are applicable to, any assignees and/or other subcontractors of Summit, and that they bind Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind Customer to Summit.

CUSTOMER RESPONSIBILITIES

Customer agrees to provide (at its own risk and to accept full responsibility for providing) at least one (1) person to assist Summit technicians for the duration of the inspection. During the inspection, the customer's personnel will receive informal training on basic system functions and proper inspection procedures. If the Customer cannot provide the assistance required, the scheduled testing and inspection may be cancelled or the Customer may be billed for additional time expended. Customer shall promptly notify Summit of any malfunctions in the Covered System(s) which comes to Customer's attention. This agreement assumes that any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Summit determines that repairs are recommended, repair charges will be submitted for approval by the Customer's on-site representative prior to work. Should such repair work be declined, Summit shall be relieved from any and all liability arising therefrom.

ALARM MONITORING SERVICES

Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of the Summit's alarm monitoring services agreement.

CODE COMPLIANCE

The Customer acknowledges that the Authority Having Jurisdiction (AHJ) may establish additional requirements for compliance with local codes. Furthermore, Summit is obligated to perform only the testing and inspections required under the recognized code at the time of the execution of this Agreement. Any additional services or equipment required will be provided at an additional cost to the Customer.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire exclusive agreement between us for the services to be provided and Customer authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. We do not give up rights under any existing agreement until this proposal is fully executed. The customer's issuance of a purchase order to Summit shall be deemed acceptance of this Agreement. Terms and conditions that differ from those contained in this Agreement that may appear on this Customer's purchase orders shall not be binding on Summit unless specifically agreed to in writing signed by an authorized representative of Summit. This Agreement may not be changed, modified, revised, or amended unless in writing signed by you and an authorized representative of Summit. Further, any manual changes to this form will not be effective as to Summit unless initialed in the margin by an authorized representative of Summit. This Quotation is valid for ninety (90) days from the proposal date.

Submitted by: Esteban Torres III
Title: Fire & Life Safety Sales Executive

CUSTOMER
Approved by Authorized Representative

Summit Fire & Security LLC
Approved by Authorized Representative

By: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Company: _____

By: _____

Print Name: _____

Title: _____

Date: _____