

**COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
2LIFE COLEMAN LIMITED PARTNERSHIP and the CITY OF NEWTON**

This AGREEMENT is entered into by and between 2Life Coleman Limited Partnership, a Massachusetts limited partnership, having a usual place of business located at 30 Wallingford Road, Brighton, MA 02135 (hereinafter “Grantee”) and the City of Newton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through the Director of Planning & Development or his designated staff, but without personal liability to him, (hereinafter the “City”).

WITNESSETH THAT:

WHEREAS, Grantee is the owner of the property with buildings thereon known as and numbered 677 Winchester Street, Newton Highlands (the “Property”), also known as the Coleman House, a senior living community, and

WHEREAS, the Grantee intends to rehabilitate and restore the Property in order to preserve its existing use as a senior affordable housing facility (the “Project”), and

WHEREAS, the Grantee intends the Project to preserve and make adaptable the one hundred forty-six (146) existing units for seniors which are affordable to very low and extremely low-income households (at or below 60% AMI), and

WHEREAS, it is the Grantee’s mission to provide affordable housing to low-income households, Grantee will use its best efforts to renew relevant affordability contracts and vouchers upon their expiration in perpetuity

WHEREAS, the Grantee intends to fund the Project through acceptance of Community Preservation Act (“CPA”) funds, Newton CDBG and HOME funds, WestMetro Consortium HOME funds, and a sponsor note from 2Life Communities, and

WHEREAS, in accordance with the CPA, the Grantee applied for and received approval from the Community Preservation Committee (“CPC”) and the City Council, upon the Funding Recommendation of the CPC, for a grant of CPA funding totaling \$4,214,622 subject to certain conditions set forth herein, and

NOW THEREFORE, the parties do mutually agree to the following:

1. Subject Matter

This Agreement sets forth the terms and conditions under which the Grantee shall receive funding from the City through its Community Preservation Fund in the amount of Four Million Two Hundred Fourteen Thousand Six Hundred Twenty-Two (\$4,214,622) Dollars. The Grantee agrees to use such funding in accordance with the terms and conditions of the approval by the City Council (Attachment A) and the Funding Recommendation of the CPC (Attachment B).

2. Scope

(a) Grantee agrees that the CPA funding in the amount of Four Million Two Hundred Fourteen

Thousand Six Hundred Twenty-Two (\$4,214,622) Dollars will be used for the preservation of the Coleman House building.

- (b) Grantee agrees to use the CPA funding exclusively to pay for building-wide preservation work including installing a new roof and windows, repairing damaged exterior masonry, installing new building-wide systems (electrical, plumbing, HVAC, and fire prevention systems), and replacing or improving the building's insulation and waterproofing.
- (c) Grantee agrees that no CPA funding will be used towards the rehabilitation of individual housing units.
- (d) Permanent affordable housing restrictions will be placed on all of the affordable units in the building to be preserved with CPA funding.
- (e) Grantee must complete an independent "accessibility audit" to ensure as-built compliance with accessibility standards and provide a copy of the report to the CPC.
- (f) Ten (10%) percent (\$421,462.20) of the total CPA funding allocation will be held until the conditions listed in Section 5 below have been met.
- (g) Project shall be complete no later than three (3) years from the date of the final City Council Order attached hereto as Attachment B, or by any extension of that deadline requested in writing by the Grantee and approved in writing by the CPC or its designee.

3. Conditions Prior to Initial Request for Payment

Prior to requesting the initial release of CPA funds under this grant,

- (a) Grantee agrees to meet the following conditions prior to requesting the initial release of grant funds:
 - (i) The Grantee shall provide evidence that it has secured all other funding sources necessary to complete the Project.
 - (ii) The Grantee shall submit an allocation plan showing how the CPA funding will be applied only to costs which are eligible uses as stated in Section 2(b).
 - (iii) The Community Preservation Program Manager shall confirm local approval of the Grantee's current Reasonable Accommodation/Reasonable Modification Policy.
 - (iv) Grantee shall execute a Declaration of Affordable Housing Covenants in recordable form, in accordance with M.G.L. c. 184 § 32 and in a form approved by the Massachusetts Director of Housing and Community Development. Said Declaration will be a perpetual restriction, the terms of which will preserve the Property's affordable housing rental units for qualifying households and will conform with the requirements of the Project and any other requirements imposed in connection with funding received under the Community Preservation Program. A copy of the Declaration of Affordable Housing Restrictions shall be recorded at the Middlesex

South Registry of Deeds. The Declaration of Affordable Housing Covenants shall be substantially in the form of the draft attached hereto as **Attachment F**.

- (v) Grantee shall reasonably assist the City in publicizing the Project and shall provide progress reports as requested by the CPC or the City Council.
- (vi) Grantee understands and agrees that it may not request payment under this Funding Agreement for any costs already covered by or charged to any other funding source.
- (vii) A final scope of work and specifications for construction and an executed contract for all work set forth in Grantee's CPC proposal. This information must be submitted to the Community Preservation Program Manager for review and approval as detailed in the CPA program's Procurement Process for funding of Non-Municipal Projects, included here as **Attachment G**.
- (viii) Evidence that the Grantee has obtained all necessary governmental permits, including but not limited to building permits, required for the construction of the Project.

4. Requirements for Payment Requests

Upon meeting the requirements in **Section 3** to the satisfaction of the Community Preservation Program Manager, Grantee may submit requests for reimbursement of approved project costs as set forth in Grantee's proposal to the CPC (**Attachment C**) and in the CPC's Funding Recommendation to the City Council (**Attachment B**). Requests for payment may be emailed, mailed or hand-delivered to the address below.

Lara Kritzer, Community Preservation Program Manager
Department of Planning and Development
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459
lkritzer@newtonma.gov

Requests may be made as significant portions of the work are completed, but no more often than biweekly, and subject to the following conditions:

- (a) **Use of restricted funds:** The Grantee shall not request payment from CPA funds for the cost of any item not expressly provided for in the final scope of work, or for which the Grantee has also received a donation, bequest or grant specifically restricted to or designated for that item from a source other than its grant of CPA funds from the City.
- (b) **Submissions Required with Requests for Reimbursement:** With any request for reimbursement, Grantee shall remit fully executed MassDocs Requisition Forms as supplied by City staff to the Community Preservation Program Manager, which shall include:
 - i. Documentation of the approved reimbursable costs incurred, such as, but not limited

to, architect's or contractor's invoices and copies of other paid bills.

- ii. A status report showing current projected date of occupancy and percentage completion of tasks from the scope of work/specifications in Paragraph 3. Said status report shall contain: a description of the work that is complete, work that remains to be completed, as well as any changes made in that scope of work in response to site conditions or requests from City inspectors or departments, as well as all expenditures to date in a format based on the original approved project budget, to permit clear comparison of planned and actual expenditures.

5. Inspections Prior to Disbursement

Upon any submission for reimbursement under this section, the work specified in a request shall be inspected by the City of Newton's housing construction and rehabilitation coordinator, or another City employee with equivalent qualifications, as determined by the City. Once inspected, and approval of Grantee's request for payment is granted, the City shall make periodic progress payments to Grantee in the amount of the invoice attributable to the completed portion of the work.

In order to prevent problems with the installation of accessibility features, an independent audit shall be conducted at the rough electrical/rough plumbing stage to ensure that the project work is compatible with applicable accessibility standards. The choice of auditor and acceptance of the auditor's final report shall be contingent on approval by the City of Newton's ADA Coordinator.

6. Conditions for Final Release of Funds.

Upon completion of the Project to the satisfaction of the Community Preservation Program Manager, but prior to the release of the final \$421,462.20 (10%) of CPA grant funds, Grantee shall:

- (a) Convey to the City, using the Universal Deed Rider or another form acceptable to the Director of Housing and Community Development, perpetual affordable housing restrictions on all of the units preserved by the CPA funding. Grantee shall submit to the City copies, with Book and Page numbers, the affordability restrictions as recorded at the Registry of Deeds.
- (b) Provide a copy of the Certificate of Occupancy
- (c) Provide certification by the project architect that the project was completed in accordance with the final approved plans
- (d) Submit and present to the CPC in person, a final project report with the following components:
 - i. A summary of the project, its anticipated and actual goals, and any successes/challenges recognized during construction;

- ii. A table comparing the costs and sources in the original approved project budget to the actual costs and sources, with a short narrative explaining the differences;
- iii. An analysis of project results, including a description of households served and suggestions, if any, for improving the funding and management process or final results of similar future projects;
- iv. If units have not been rented at the time of this final report, Grantee may omit the description of households served from the report but must submit that information to the City of Newton's Planning & Development Department as soon as the units are rented; and,
- v. To confirm that all units created by the Project will be listed on the City of Newton's Subsidized Housing Inventory, the Planning & Development Department shall approve and submit a copy of the Project's Affirmative Fair Housing Marketing Plan, and shall also submit a copy of the Certificate of Approval from the state Dept. of Housing and Community Development (DHCD), as recorded at the Registry of Deeds.

Once the final report has been presented and approved by the CPC, Grantee shall submit to the City a request for payment in full of any remaining balance of approved project costs, together with copies of invoices from Grantee's contractor(s). In the event any dispute arises concerning the work, an equitable amount shall be retained pending resolution thereof.

7. Conditions Subsequent to Final Receipt of Funds

The Grantee shall return to the City's Community Preservation Fund any portion of the grant funds not used for the permitted costs of the Project, as set forth herein.

8. Insurance Requirements

The Grantee shall keep the Property insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices, but at a minimum in compliance with the standards outlined in **Attachment F**.

9. Recapture of Funds

In the event the Grantee uses any portion of the Four Million Two Hundred Fourteen Thousand Six Hundred Twenty-Two (\$4,214,622) Dollars received pursuant to the terms of this Agreement for purposes other than the Scope for the Project as described in the Grantee's funding proposal to the CPC, then the Grantee shall reimburse the CPC the amount of such portion so used, and the Mayor or the CPC may take such steps as may be necessary, including legal action, to secure repayment of such amount.

10. Record Keeping

The Grantee agrees to keep such records as are kept in the normal course of business and as may be

required in writing by the City. The CPC or its designee shall have full and free access to such records with respect to utilization of the proceeds of this Agreement.

11. Termination

If, at any time, the Grantee is in violation of any of the terms of this Agreement, the approval of the City Council, or the Funding Recommendation of the CPC, then the City shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon such termination, the City may pursue any rights or remedies available at law or in equity, including without limitation, recapture of funds under Section 10 and recapture of any unused CPC funds.

12. Compliance with Applicable Laws

The Grantee shall comply with all applicable local, state and federal laws, ordinances, regulations or codes during the term of the Project.

13. Equal Opportunity

The Grantee shall comply with all applicable local, federal and state laws governing discrimination and equal opportunity.

14. Community Outreach and Monitoring

- (a) The Grantee shall respond promptly to periodic requests from the CPC or its designee for reasonable assistance in publicizing the Project and for updates on the Project's status and any reasonable request for information not already included with the Grantee's payment requests.
- (b) The CPC or its designee shall periodically evaluate the performance of the Grantee and may make a determination as to whether the Grantee has conformed to this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to this Agreement. On reasonable notice, during normal business hours and as often as reasonably necessary, the Grantee shall make available all such records and documents as requested by the CPC or its designee for monitoring the project and auditing the expenditure of the monies received by the Grantee on account of the Four Million Two Hundred Fourteen Thousand Six Hundred Twenty-Two (\$4,214,622) Dollar grant. The CPC or its designee may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and such documents relating to all matters covered by this Agreement as may be reasonably required to monitor the project and audit expenditures on account of the Four Million Two Hundred Fourteen Thousand Six Hundred Twenty-Two (\$4,214,622) Dollar grant, excepting only those documents which identify and contain confidential information regarding the Grantee's donors, which documents the Grantee at its option may redact to exclude such information.

15. Successors and assigns

The terms of this Agreement shall be binding on the Grantee's successors and assigns. The Grantee shall promptly provide notice to the City of any subsequent change in ownership of the Property.

16. Conflict of Interest; Bonus and Benefit Prohibited

- (a) No member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Newton or the Commonwealth of Massachusetts, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the subject funding programs during his or her tenure or for one year thereafter, shall have any interest or benefit, direct or indirect, in any contract or subcontract, or in the proceeds thereof, in connection with this Agreement, including work to be performed.
- (b) The Grantee shall not pay a bonus, commission, or fee for the purpose of obtaining the City's approval of or concurrence to complete the work financed in whole or in part by this Agreement.

17. Indemnification

The Grantee shall indemnify, hold harmless, and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, and compensation, including attorneys' fees and interest arising out of or resulting directly from the Project undertaken pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damage costs, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which (2) is caused in whole or in part by any act or omission of the Grantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

18. Waiver

Failure by the City to insist upon strict performance of any term hereof, or to exercise any right or remedy upon a breach thereof shall not be a waiver of any of the terms and conditions of this agreement.

19. Notice

Any notice, demand, request, consent, approval, communication either Party is required to give to the other Party or any person shall be in writing and either served personally or sent by prepaid, first class mail to the respective addresses set forth below. Either Party may change its address by notifying the other Party of the change of address in writing.

To the City:

Community Preservation Program Manager
Department of Planning and Development
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459

With copies to:

Director of Planning and Development
Department of Planning and Development
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

City Solicitor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

To Grantee:

2Life Coleman Limited Partnership
30 Wallingford Road
Brighton, MA 02135

20. Changes

In the event that changes in the Project become necessary, including but not limited to, changes in scope, duration, or substantive changes in the proposed use of CPA grant funds, the Grantee shall request the change in writing from the CPC or its designee. Changes may only be made upon written approval by the CPC or its designee and incorporation into this Agreement as amendments.

If during the Term, as defined in the Declaration of Affordable Housing Restrictions the owner seeks to recapitalize the project, the City may consider a request by the owner to modify the affordability restriction so long as the request a) does not propose to decrease the term of the restriction so that the overall term is less than 99 years or b) does not increase the maximum income limit beyond 100% AMI. Any such modification to the affordability restriction shall require approval of the Newton Community Preservation Committee, City Council, and Mayor.

21. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. This Agreement may be electronically signed and transmitted, which electronic signature shall be binding on the signing party.

22. Other Provisions

All other provisions, if any, are set forth within the following SCHEDULES attached hereto and made a part hereof as listed below:

Attachment A, City Council Order dated March 15, 2021

Attachment B, CPC Funding Recommendation dated January 20, 2021

Attachment C, Grantee's CPC Proposals submitted on November 20, 2020

Attachment D, Certificate of Authority

Attachment E, State Tax Attestation

Attachment F, Declaration of Affordable Housing Restrictions

Attachment G, Insurance Requirements

Attachment H, CPA Project Procurement Policy

(Signatures on following page.)

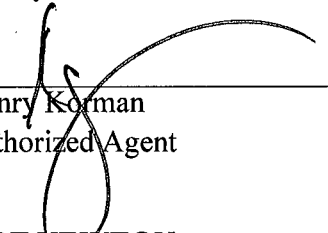
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT which shall be effective when executed by Her Honor the Mayor of the City of Newton.

GRANTEE:

2Life Coleman Limited Partnership, a Massachusetts limited partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

By:  _____
Henry Korman
Its: Authorized Agent

Date: July 27, 2021

CITY OF NEWTON:

By: _____
Barney S. Heath, Director,
Department of Planning & Development

Date: _____

I certify funds are available in the amount of \$4,214,622 in Account# 58C11415-579700 for this Agreement.

By: _____
Comptroller of Accounts

Date: _____

Approved as to legal form and character

By: _____
Assistant City Solicitor

Date: _____

CONTRACT APPROVED

By: _____
Ruthanne Fuller, Mayor

Date: _____

CPA Grant Agreement
for the Coleman House Senior Housing Preservation

Contract Number # L216839

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT which shall be effective when executed by Her Honor the Mayor of the City of Newton.

GRANTEE:

2Life Coleman Limited Partnership, a Massachusetts limited partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

By: _____

Date: _____

Its: Authorized Agent

CITY OF NEWTON

By: 

Date: August 26, 2021


Barney S. Heath, Director,
Department of Planning & Development

I certify funds are available in the amount of \$4,214,622 in Account# 58C11415-579700 for this Agreement.

By: 
Comptroller of Accounts

Date: 8/26/21

Approved as to legal form and character

By: 
Assistant City Solicitor

Date: 8/26/21

CONTRACT APPROVED

By: 
Ruthanne Fuller, Mayor

Date: August 26, 2021

Attachment A

#51-21

CITY OF NEWTON

IN CITY COUNCIL

March 15, 2021

ORDERED:

That, in accordance with the recommendations of the Community Preservation Committee through its Chair, Mark Armstrong and the Finance Committee through its Chair Councilor Rebecca Walker Grossman, the appropriation of four million two-hundred and fourteen thousand six hundred and twenty-two dollars (\$4,214,622) in CPA Community Housing funds to 2Life Communities for the Coleman House Senior Affordable Housing Preservation project is hereby approved as follows:

FROM:	CPA Undesignated Fund Balance	
	(5800-3599).....	\$4,214,622
TO:	Coleman House Senior Housing- Undistributed	
	(58C11415-579500)	\$4,214,622

Under Suspension of Rules
Readings Waived and Approved
21 Yeas 0 Nays 1 Absent (Councilor Norton) 2 Vacancies



(SGD) NADIA KHAN
Acting City Clerk



(SGD) RUTHANNE FULLER
Mayor

3/22/21

City of Newton

Attachment B



City of Newton, Massachusetts

Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Ruthanne Fuller
Mayor

Barney S. Heath
Director

Community Preservation Committee Funding Recommendation for Coleman House Senior Housing Preservation Project

Date: January 20, 2021
From: Community Preservation Committee
To: The Honorable City Council

PROJECT GOALS & ELIGIBILITY This proposal requests \$4,214,622 in CPA community housing funds to help preserve the 146 affordable senior housing units in the existing Coleman House buildings I and II. The Coleman House was built in two phases beginning in the 1980s and provides housing to senior households with very low to extremely low incomes (below 50% AMI). The building has reached an age where many of its systems are at the end of their useful life and significant repairs are needed to maintain the affordability and accessibility of the building and its units. As the owner and operator of the building, 2Life Communities is proposing an over \$30 million dollar project to completely update and rehabilitate all of the existing units, make building and envelope repairs, and replace systems with more energy efficient and sustainable options.

Because the individual units were not created or acquired with CPA funds, no CPA funding can be used to complete their rehabilitation. However, CPA funding can be used to preserve the existing affordable housing resource as a whole. Proposed work that can be completed with CPA funding includes installing a new roof and windows, repairing damaged masonry, installing new building-wide systems (electrical, plumbing, HVAC, fire prevention), insulation and waterproofing, etc.

RECOMMENDED FUNDING At its monthly meeting on Tuesday, January 12, the Community Preservation Committee unanimously recommended, with a vote of 9 to 0, that \$4,214,622 in Community Preservation Act community housing funding be appropriated from the CPA Unrestricted Fund Balance to the control of the Planning & Development Department for a grant to 2Life Communities for the preservation of the existing affordable housing facility at Coleman House, buildings I and II.

SPECIAL ISSUES CONSIDERED BY THE CPC

Funding leverage & project costs: The CPC appreciated both the tremendous leveraging of CPA funding achieved by this project and the relative simplicity of its program and budget. While a significant amount of CPA funding is requested, it is only 14% of the overall budget. The vast majority of the project costs (\$24,830,000 or 81% of project funding) will be paid by a sponsor loan from 2Life Communities, which is reinvesting the equity received from a recent refinancing into its buildings and facilities. The remaining project funds include a mix of City CDBG and HOME funds and West Metro HOME Consortium program funds, much of which has already been approved for the project. Members noted that the budget was also refreshingly straightforward, which saved financing costs, and provided a unique opportunity to work with a property

www.newtonma.gov/cpa

Lara Kritzer, Community Preservation Program Manager
lkritzer@newtonma.gov 617.796.1144

owner and affordable housing program manager to preserve and improve an important affordable housing resource.

Community Need: Coleman House has served the affordable housing needs of Newton seniors for nearly forty years, providing deeply affordable housing partnered with community programs and support services to households at or below 50% AMI. The median annual income of Coleman House residents is \$12,000. The CPC recognized the strong need in the community to support and expand on these housing opportunities, noting that 2Life currently had a waiting list of 550 households, which represents a five to eight year wait for most new residents. While the use of CPA funds here is limited, it can still play a vital role in maintaining the integrity of the building envelope and improving living conditions within the facility by funding the installation of new windows, doors, and building systems. The CPC agreed that it is as important to preserve its existing affordable housing stock as to create new units, particularly for this vulnerable population of very low-income senior households.

Accessibility: While the CPA funding cannot be used to rehabilitate individual units, CPC members were impressed by 2Life's work to rethink its existing designs to be more useable and adaptable to its resident population. 2Life has worked closely with its residents to develop plans which allow for different levels of mobility and which can be adapted for increased accessibility as needed. The project will also make required accessibility improvements throughout the building as identified in their recent building assessments.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. CPA Funding may only be used for work associated with the preservation of the affordable housing resource. Allowable projects include, but are not limited to, installing a new roof and windows, repairing damaged masonry, installing new building-wide systems (electrical, plumbing, HVAC, fire prevention), insulation and waterproofing.
2. No CPA funding may be used to restore or rehabilitate any existing housing units.
3. All recommended CPA funds should be appropriated by the City Council within 6 months and project construction should begin within 3 years of the date of any CPC recommendation. If either deadline cannot be met, 2Life Communities should request a written extension from the CPC, which the CPC may grant at its discretion.
4. The release of CPA funds should be governed by a grant agreement that includes but is not limited to the usual conditions for the phased release of CPA funds for housing projects, including a permanent affordability restriction on the building and a final report to the CPC.
5. Any CPA funds appropriated but not used for the purposes stated herein should be returned to the Newton Community Preservation Fund.

KEY OUTCOMES

The Community Preservation Committee will evaluate this project based on its success in using CPA funds to preserve the existing 146-unit affordable housing complex and to create the systems necessary to insure that the building can continue to provide quality affordable housing well into the future.

ATTACHMENTS

- Proposal and selected attachments submitted to the CPC for the January 12, 2021 review
- 2Life Communities' presentation to the January 12 joint public hearing of the CPC and Planning and Development Board

Additional information not attached to this recommendation, including petitions and letters of support, are available on the CPC's website at: <https://www.newtonma.gov/government/planning/community-preservation-program/proposals-projects/coleman-house-senior-housing-preservation>



Formerly Jewish Community Housing for the Elderly (JCHE)

November 20, 2020

Officers

Chair

Donna Kalikow

President & CEO

Amy Schectman

Vice Chair

Jeffrey Sacks

Treasurer

Norman Posner

Clerk

David Zaltas

Lara Kritzer

Community Preservation Program Manager

1000 Commonwealth Avenue

Newton, MA 02459

Barney Heath

Director of Planning and Development

1000 Commonwealth Avenue

Newton, MA 02459

Policy Board

The officers and:

Donald Bloch

Stephen Davis

Laura Efron

Lynne Elfland

Howard Furman

Robert Gifford

Cathryn Gildesgame

Stacy Goodman

Amy Gorin

Merle Grandberg

Bernard Kaplan

Rudolph Kass

Wendy Kraft

Paul Levy

Noah Maslan

Edward Saxe

Irma Schretter

Adam Scott

Bill Shaevel

Harold Stahler

Candace Steingisser

David Trietsch

Harold Tubman

RE: Coleman House Senior Housing Preservation Project

Dear Ms. Kritzer and Mr. Heath,

Thank you for the opportunity to submit this Pre-Proposal for CPA, CDBG and HOME funds for the Coleman House Senior Housing Preservation Project. This is an important project that preserves the existing 146 units of affordable senior housing for very low income seniors, demonstrates financial and environmental stewardship for the City and advances our vision that every older adult should have the opportunity to *age in community* and live a life full of purpose and connection in a dynamic and supportive environment.

2Life Communities is a mission-driven non-profit organization with a laser sharp focus on affordability. We have laid the groundwork for this preservation and renovation project in recent years through the completion of three other comprehensive renovation and preservations in our portfolio (Golda Meir House, Kurlat House and Ulin House) and in our financial capacity to undertake the project. In 2018, 2Life Coleman Limited Partnership refinanced Coleman House and set-aside the \$24.8 million in proceeds generate by the new debt to fund the preservation project. We have also invested pre-development funds to conduct multiple Capital Needs Assessments to identify the project scope and to hire Perkins Eastman, a premier architect with a dedicated area of practice in senior living.



Highlights of the Coleman House Senior Housing Preservation Project

- Preservation of all apartments affordable to households earning up to 50% of the Area Median Income in perpetuity
- All households supported by existing project-based Section 8 and Section 8 PRAC contracts
- Reconfiguration of apartments to meet 2Life's adaptable design standards and accessibility requirements
- All new in-unit lighting, flooring, millwork, fixtures and appliances
- Life-cycle investment in major building systems including masonry, insulated wall assembly, roof, windows, electrical and plumbing to preserve the building and its core infrastructure
- The proposed HVAC system will be an all-electric VRF system with heat recovery. There are many benefits:
 - Simultaneous heating and cooling capabilities that are critical for a senior population
 - Cooling in the residential corridors
 - Highly sustainable
- Due to envelope preservation and improvements and HVAC system, heating and cooling costs reduced by almost 50% and 66% reduction in CO2 equivalent pounds (lbs)
- Enterprise Green Communities certification anticipated
- Redesign of the program spaces to serve as a village center for residents

We are pleased to have strong local support for this preservation project. We have engaged our Ward 8 District Councilors, the Council on Aging and our campus neighbors at the JCC. We have engaged Coleman House staff and residents through the planning and design process, ensuring communication channels for feedback despite COVID precautions through newsletters, handouts and material boards and renderings we are placing in elevator lobbies. We also have local financial support in place with \$418,757 in HOME funding from the WestMetro Consortium awarded on November 5, 2020. We plan to apply for an additional \$400,000 in FY21 HOME funds from the WestMetro Consortium next fall. We are also applying for approximately \$100,000 in utility rebates from MassSave.

2Life appreciates the helpful technical assistance we have received from CPA and City Planning and Development staff. With this application, 2Life requests:

- \$130,000 in FY22 HOME funds
- \$400,000 in FY21 CDBG funds
- \$4,214,622 in CPA funds



We are flexible and will accept any combination of the funding sources listed above. If we are so fortunate to have all funds described above awarded in full, the local funds will represent 18% of the total development cost.

The Coleman House preservation project has a high readiness to proceed in all aspects of the project and we are on track to start construction in April 2021. Perkins Eastman is completing the design development drawings and our GC Dellbrook JKS will price the drawings. We are in the process of working with our relocation consultant to prepare the relocation plan and get HUD's approval. All resident relocation will be on-site and will be temporary.

The City of Newton's funding will help 2Life preserve Coleman House, one of the very best buildings for seniors in the City. We hope you agree that 2Life's proposal furthers the City and Community Preservation Commission funding goals and will have a transformative impact on the existing and future Coleman House residents.

Please contact either me or Elise Selinger (617-912-8438, eselinger@2lifecommunities.org) with any questions regarding our proposal. Thank you for your ongoing partnership and support of 2Life and for your consideration of this funding request.

Sincerely,



Lizbeth Heyer
Chief of Real Estate and Innovation





Ruthanne Fuller
Mayor

**Newton, Massachusetts Community Preservation Program, CDBG,
and HOME Investment Partnerships Program
FUNDING REQUEST**

(For staff use)
date rec'd:

11/20/20

PRE-PROPOSAL

PROPOSAL

Please submit this completed file directly – do not convert to PDF or other formats.

For full instructions, see www.newtonma.gov/cpa or contact us:

Community Preservation Program Manager,
City of Newton Planning & Development Department, 1000 Commonwealth Ave., Newton, MA 02459
lkritzer@newtonma.gov 617.796.1144

You may adjust the space for each question, but the combined answers to all questions on this page must fit on this page.

Project TITLE	Coleman House Senior Housing Preservation				
Project LOCATION	Full street address (with zip code), or other precise location. 677 Winchester Street, Newton MA 02461				
Project CONTACT(S)	Name & title or organization	Email	Phone	Mailing address	
Project Manager	Elise Selinger, 2Life Communities	eselinger@2lifecommunities.org	617-912-8438	30 Wallingford Rd. Brighton MA 02135	
Project FUNDING	A. CPA funds requested: \$4,214,622	B. CDBG funds requested: \$400,000	C. HOME funds requested: \$130,000	D. Other funds: \$24,830,000 (2Life) \$100,000 (Rebates) \$818,519 (WestMetro)	E. Total project cost: \$30,493,141
Project SUMMARY	Explain how the project will use the requested CPA, CDBG, and City of Newton HOME funds. You may provide more detail in attachments, but your PROJECT SUMMARY MUST FIT IN THE SPACE BELOW. Use a cover letter for general information about the sponsoring organization's accomplishments.				
<p>Coleman House I and II provide deed-restricted, permanent affordable housing and supportive services to 146 very low and extremely low income older adult households in Newton MA. The proposed comprehensive rehabilitation and preservation of 2Life's Coleman House I and II will be the fourth major preservation and occupied rehabilitation project of 2Life's older 202 portfolio in the past five years, demonstrating 2Life's depth of experience and a strong track record.</p> <p>Coleman I was refinanced in 2018 and \$24,830,000 was made available for rehabilitation and preservation. As a non-profit, 2Life Communities is investing these funds back into the property not just for capital improvements but also, as the long-term operators, to meet the highest possible sustainability and resiliency standards and redesign the apartments for enhanced adaptability, above and beyond what is typical in the rehabilitation of 30+ year old brick buildings. The scope will include: reconfiguring 100% of the apartments to meet 2Life's adaptable design standards and accessibility requirements to support people in their apartments as their physical needs change, a life-cycle investment to preserve building systems (masonry, roof, windows, HVAC, electrical and plumbing) and redesign of the program spaces to serve as a village center for residents. In particular, according to a Capital Needs Assessment completed in 2018, Coleman II requires the reconfiguration of the kitchen and bathrooms to comply with Fair Housing access codes. Also, the proposed scope is responsive to COVID-related design needs. Seniors are the most at-risk population for contracting and dying from COVID. The significant upgrade to the HVAC system will further support the environmental health in the building and, as an electric system, is better for the environment. 2Life is committed to sustainability and this renovation will achieve Enterprise Green Communities standards.</p> <p>In order to fund this scope, in addition to 2Life funds, we are seeking CPA, CDBG and local HOME funds from the City of Newton. Altogether, these local sources are projected to make up approximately 18% of the project's total development costs. The CPA funds will be allocated to the following building preservation components: masonry repairs and a new roof and windows. The CDBG funds will be used for relocation soft costs. HOME funds will be used to pay for the rehabilitation of the major building systems. We will create a sources tracking sheet and share it with the City.</p>					

Project TITLE	Coleman House Senior Housing Preservation		
USE of CPA and HOME Funds	COMMUNITY HOUSING	Preservation	
COMMUNITY NEEDS	From each of at least 2 plans linked to the Guidelines & Forms page of www.newtonma.gov/cpa , provide a brief quote with plan title, year, and page number, showing how this project meets previously recognized community needs. You may also list other community benefits not mentioned in any plan.		
<p>This Coleman Housing preservation project will meet the building-specific <i>Housing Criteria for a Livable and Friendly Newton for Everyone</i> created by the Newton Council on Aging and Newton Department of Senior Services in the following categories: Overall Home Environment, Entryways and Exits, Bedroom, Kitchen, Bathroom, Stairways and Halls, Laundry and the list of Additional Recommendations. http://www.newtonma.gov/civicax/filebank/documents/77002</p> <p>The Coleman House Senior Housing Preservation project also meets multiple Newton HIGH priority needs in the FY16-20 Consolidated Plan (SP-25, p. 113):</p> <p>1) Additional accessible rental units - The project improves the housing to be better suited to seniors with disabilities and physical frailty by modernizing the current ADA units and making the other 132 units fully adaptable. With 29% of elderly persons in Newton having some type of disability, including 16% of this group reporting an ambulatory difficulty, the adaptability and accessibility goals of this renovation will make 100% of the existing housing far more adaptable (MA-35 p. 94). Coleman residents have a median household income of \$12,000 per year, the median age is 82 years old and 53% need some level of assistance for their activities of daily living, making the adaptable improvements particularly important so Coleman residents can continue to live with us as their physical needs change over time.</p> <p>2 & 3) Affordable housing near amenities and within mixed-use developments - The Coleman community is located in the Oak Hill Park section of Newton on the campus of the Leventhal-Sidman JCC and across the street from the Wells Avenues Office Park. There are many indoor and outdoor amenities available within walking distance for residents including the programs and services at the JCC, Nahanton Park, the Newton Community Farm and the Boat Launch on the Charles River. The project will modernize and reconfigure the ground floor program areas with inviting and accessible programs spaces that will also be ready for future integration with 2Life’s proposed senior middle market development called Opus that will be connected to Coleman House, creating an income inclusive community with many more amenities and services including a dining program and additional resident services navigation and care-related supports.</p> <p>Finally, while not indicated as a HIGH need on the Consolidated Plan, 1,075 low income senior renters (30-50% AMI) in Newton are housing cost burdened, spending more than 50% of their income on housing and in addition, 50% of elderly homeowners earning less than 30% of AMI have a similar cost burden (B. Housing Needs Tables, p. 33). The proposed renovation will preserve and enhance this existing stock of affordable housing in a village center setting, with adaptable features, resident services and supports for low income seniors in the City of Newton. http://www.newtonma.gov/civicax/filebank/documents/66466</p>			
COMMUNITY CONTACTS	List at least 3 Newton residents or organizations willing and able to comment on the project and its manager’s qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. For housing projects, at least 2 contacts should reside in or near the project’s neighborhood.		
Name & title or organization	Email	Phone	Mailing address
Jayne Colino, Director Newton Department of Senior Services and Council on Aging	jcolino@newtonma.gov	617-796-1671	345 Walnut St Newtonville, MA 02460
Kait Rogers, Chief Finance and Administrative Officer	krogers@jccgb.org	617-558-6503	333 Nahanton St, Newton, MA 02459
Joan Slaby, Coleman House resident		617-916-9210	677 Winchester St. #221, Newton MA 02459

Project TITLE		Coleman House Senior Housing Preservation	
SUMMARY CAPITAL/DEVELOPMENT BUDGET			
Uses of Funds			(rounded amounts)
Construction and Construction Contingency			\$25,330,182
Architect/Engineer, Clerk, Permits, Accounting, Legal, Low Voltage, Relocation, Commissioning			\$3,678,998
Soft Cost Contingency			\$183,962
Developer Overhead			\$1,300,000
D. TOTAL USES (should equal C. on page 1 and E. below)			\$ 30,493,141
Sources of Funds	Status (requested, expected, confirmed)	(rounded amounts)	
Newton CPA Funds	Requested	\$ 4,214,622	
Newton CDBG Funds	Requested	\$400,000	
Newton HOME Funds	Requested	\$130,000	
WestMetro HOME Consortium FY21	Will be requested	\$400,000	
Utility Rebates	Will be requested	\$100,000	
WestMetro HOME Consortium FY20	Confirmed	\$418,519	
2Life Sponsor Note	Confirmed	\$24,830,000	
E. TOTAL SOURCES (should equal C. on page 1 and D. above)			\$30,493,141
SUMMARY ANNUAL OPERATIONS & MAINTENANCE BUDGET (cannot use CPA funds)			
Uses of Funds			(rounded amounts)
Admin/Utilities/Taxes/Insurance/Resident Services			\$1,640,388
Operating & Maintenance			\$493,860
Financial Exp (including debt service)			\$1,018,445
F. TOTAL ANNUAL COST (should equal G. below)			\$3,152,693
Sources of Funds			(rounded amounts)
Rental Income net of vacancies and reserve/partnership expenses			\$3,446,284
			\$
			\$
G. TOTAL ANNUAL FUNDING (should equal F. above)			\$3,446,284
Cashflow			\$313,591

Project TIMELINE	Phase or Task	Season & Year
	Complete Construction Documents and Competitive Subcontractor Bidding	February 2021
	Start relocation in preparation for Construction	March 2021
	Anticipated Construction Start	April 2021
	Anticipated Construction Completion (18 month duration)	October 2022

Project TITLE		Coleman House Senior Housing Preservation	
<input type="checkbox"/> Check off submitted attachments here. See also supplemental checklist for housing proposals.			
REQUIRED	X	PHOTOS	of existing site or resource conditions (2-3 photos may be enough)
	X	MAP	of site in relation to nearest major roads (omit if project has no site)
Pre-proposals: separate attachments not required, just use page 3 of form. Full proposals: separate, detailed budget attachments REQUIRED.	PROJECT FINANCES printed and as computer spreadsheets, with both uses & sources of funds		
	X	Development pro forma/capital budget: include total cost, hard vs. soft costs and contingencies, and project management – amount and cost of time from contractors or staff (in-kind contributions by existing staff must also be costed)	
	X	Operating/maintenance budget, projected separately for each of the next 10 years (CPA funds may not be used for operations or maintenance)	
	X	Non-CPA, CDBG, and Newton HOME funding: commitment letters, letters of inquiry to other funders, fundraising plans, etc., including both cash and est. dollar value of in-kind contributions	
	X	Purchasing of goods & services: briefly summarize sponsor’s understanding of applicable state statutes and City policies	
REQUIRED for full proposal.	SPONSOR FINANCES & QUALIFICATIONS, INSTITUTIONAL SUPPORT		
	X	For sponsoring organization, most recent annual operating budget (revenue & expenses) & financial statement (assets & liabilities); each must include both public (City) and private resources (“friends” organizations, fundraising, etc.)	
	X	For project manager: relevant training & track record of managing similar projects	
REQUIRED for all full proposals involving real estate acquisition, construction or other building/ landscape improvements.	SITE CONTROL, VALUE & DEED RESTRICTIONS		
	X	Owner’s agreement to a permanent deed restriction for affordability	
	ZONING & PERMITTING		
	N/A	Short email confirming review by the Development Review Team (DRT)	
	X	Brief property history: at least the last 30 years of ownership & use (ask CPC staff for assistance with sources)	
	X	Environmental mitigation plans: incl. lead paint, asbestos, underground tanks	
	N/A	Zoning relief and permits required: incl. parking waivers, demolition or building permits, comprehensive permit or special permit	
	N/A	Other approvals required: Newton Conservation Commission, Newton Historical Commission, Newton Commission on Disabilities, Massachusetts Historical Commission, Massachusetts Architectural Access Board, etc.	
	DESIGN & CONSTRUCTION		
	X	Professional design & cost estimates: include site plan, floor plans & elevations	
X	Materials & finishes; highlight “green” or sustainable features & materials		
OPTIONAL for all proposals.	X	LETTERS of SUPPORT	from Newton residents, organizations, or businesses

Project TITLE		Coleman House Senior Housing Preservation				
Newton, Massachusetts Community Preservation Program, CDBG, and HOME Investment Partnerships Program FUNDING REQUEST						
<p>These attachments are required for full proposals only. Electronic attachments may be submitted as PDFs. With printed copies, insert this checklist immediately after the main proposal attachments checklist.</p>						
USES OF FUNDS <i>Check all that apply.</i>						
Acquisition	X Rehabilitation / Preservation	New construction	Mortgage buydown/ refinance	Site preparation/ remediation		
TARGET POPULATION, TYPE OF HOUSING, SPECIAL FEATURES – <i>Check & describe all that apply.</i>						
Individuals	Families	X Seniors	Homeless/At Risk of Homelessness			
X Rental	Ownership	Condominium	Cooperative	Group/congregate		
Combination or other (identify): X Elderly/Disabled						
Special needs/disabilities (identify population & provider of support services, if any): 62+ frail elder and disabled population, supportive services provided by 2Life staff as well as Springwell staff.						
Special features (historic preservation, sustainability, etc.): Will pursue Enterprise Green Communities certification, proposed systems will reduce carbon footprint by 66% and heating and cooling costs by almost 50%.						
UNIT COMPOSITION <i>List number of units in each category.</i>						
UNIT TYPE	≤ 30% AMI	≤ 50% AMI	≤ 80% AMI	80-100% AMI	Market-rate	TOTAL
SRO						
Studio						
1 BR		144			1 – Rent free manager unit	145
2 BR					1 – Rent free manager unit	1
3 BR						
B. Supplements to PROJECT FINANCES						
always	X	Market analysis: including prevailing/trending rents or prices & target population				
rental only	X	Rental subsidy, if any: sources, commitment letters or application/decision schedules				
ownership only	N/A	Cost of ownership analysis: including proposed sales prices, owners' estimated total housing costs, % interest of affordable units & proposed condominium association budget				

C. Supplements to SPONSOR FINANCES & QUALIFICATIONS						
sponsor: check all that apply		X Non-profit	Certified CHDO	Public Agency	Project LLC	Private for-profit
always	X	Organization mission & current housing portfolio , including how this project fits both; summary of previous similar projects completed, with photographs				
nonprofits	X	Board of Directors: including skills, experience, tenure & City board/commission affiliations				
D. Supplement to COMMUNITY OUTREACH						
always	X	Community outreach plan & efforts to date				
E. FAIR HOUSING, ACCESSIBILITY, RELOCATION						
	X	Affirmative marketing & resident selection plan				
always	X	Fair housing: training completed, summary of any past complaints & their resolution				
	X	Reasonable accommodation/reasonable modification policy				
as needed	X	Relocation plans/ budget/ notices				

Attachment D

CERTIFICATE OF AUTHORITY – NON-PROFIT CORPORATION (Part 1 of 2)

1. I hereby certify that I am the Clerk/Secretary of: _____ and that
(print name of corporation)
2. _____ is the duly elected
(insert printed or typed name of the officer who signs the contract)
3. _____ of said corporation;
(insert title of the officer who signs the contract)
4. and that on _____, at a duly authorized meeting
*(insert date of meeting) **

of the Board of Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

*(insert printed or typed name and title of the officer who signs the contract,
as in number 2 above)*

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

5. The above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:

(signature of Clerk/Secretary)

NAME:

(printed or typed name of Clerk/Secretary)

DATE: _____

*(insert date Certificate signed by Clerk/Secretary)***

* This date must be on or before the date of the contract and the date the corporate officer signs.

** This date must be on or after the date that the corporate officer signs the contract.

Attachment D (Part 2 of 2)

NON-PROFIT CORPORATION - LIST OF OFFICERS AND DIRECTORS

(a separate sheet may be submitted provided that all the information is reported)

List of Officers of the Board of Directors/Trustees:

Name

Title

List of Board of Directors:

Name

Senior Housing Preservation

Attachment E
CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual

*** Contractor's Social Security Number or Corporate Contractor (Mandatory)
(Voluntary) or Federal Identification Number

Print Name: _____

By: _____ Date: _____
Corporate Officer (Mandatory, if applicable)

Print Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Attachment F

DECLARATION OF AFFORDABLE HOUSING COVENANTS

DATE: As of [_____], 2021

GRANTOR:	2Life Coleman Limited Partnership
PROPERTY NAME:	Coleman House,
TOTAL NUMBER OF UNITS:	146
TOTAL NUMBER OF RESTRICTED UNITS:	144
NUMBER OF LOW INCOME UNITS (60% AMI) ¹ :	144
NUMBER OF HOME ASSISTED UNITS:	4
NUMBER OF CDBG ASSISTED UNITS:	144

PROPERTY ADDRESS:	677 Winchester Street Newton, Massachusetts
AFFORDABILITY TERM:	Perpetual

This Declaration of Affordable Housing Covenants (this "Restriction") is granted by the undersigned Grantor, 2Life Coleman Limited Partnership, a Massachusetts limited partnership having a mailing address at c/o 2Life Communities Inc. at 30 Wallingford Road, Brighton, MA 02135 and owner in fee simple of property known as Coleman House, located at 677 Winchester Street in Newton, Massachusetts, acting by and through its Authorized Representative pursuant to a Certificate of Vote recorded herewith (the "Owner"), for the benefit of the Newton Community Development Authority (the "NCDA") an agency organized and existing pursuant to Chapter 705 of the Acts of 1975 and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, having a mailing address of Newton City Hall, 1000 Commonwealth Avenue, Newton, Massachusetts, 02459; and the City of Newton, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts, acting by and through the Director of Planning & Development, having a mailing address at c/o Department of Planning and Development, City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, 02459 (the "City").

WHEREAS, the Owner intends to rehabilitate and restore the Property, as described in EXHIBIT A attached hereto ("the Property"), in order to preserve its existing use as an affordable senior

¹Numbers in parentheses are the percentage of median income for the Area (AMI, as defined below), adjusted for family size, as determined from time to time by HUD (as defined below) pursuant to Section 8 of the United States Housing Act, as amended.

forty-six (146) existing units, of which one hundred forty-four (144) units shall be affordable to Low Income Individuals and Families (at or below 60% of the area median income (AMI) for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size) and two (2) units shall be reserved for live-in resident manager units; and

WHEREAS, the consideration for this Declaration of Affordable Housing Covenants is a Loan to the Owner from the Newton Community Development Authority, which is evidenced by a promissory note and secured by a mortgage of the Property of even date recorded herewith, and a Community Preservation Act Program (CPA) Grant to the Owner from the City; and

WHEREAS, as a condition of the Loan and Grant, the Owner has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any of its successors and permitted assigns, exclusively for the purpose of ensuring retention of housing for occupancy by low- and moderate-income individuals and households.

The terms of this Restriction authorized by Massachusetts General Laws, Chapter 184, §§31-33 and otherwise by law, are as follows:

1. Purpose. The purpose of this Restriction is to ensure that the Property will be retained as affordable housing for occupancy by low- and moderate-income senior households as defined by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) as set forth in 24 CFR 570 and HOME Investment Partnerships (HOME) Programs as set forth in 24 CFR 92.252. This Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to ensure that this Restriction runs with the land. The Owner represents and warrants that all persons having any interest in the Project, including without limitation the holders of all outstanding mortgages of the Property other than the Permitted Encumbrances, have consented to this Agreement and subordinated their interests in the Property to this Agreement.

2. Covenants. The Owner intends, declares and covenants on behalf of itself, its successors and assigns that these covenants, agreements, and restrictions are not merely personal covenants of the Owner and shall run with the land and shall bind the Owner, its successors and assigns and inure to the benefit of the NCDA and the City and its successors and assigns.

3. Term. For the maximum duration permitted by law with the approval of the Commonwealth of Massachusetts, pursuant to General Laws, Chapter 184, Sections 31-33, and in the event such approval is not given, for a period of fifty (50) years from the date of this Restriction and for such further time thereafter (up to ninety-nine (99) years) as this Restriction may be lawfully extended (including without limitation extensions permitted under General Laws, Chapter 184, Section 27-

30), the property shall be maintained as affordable housing as defined in paragraph 1 above. The Owner acknowledges that it has received assistance from the NCDA and the City and that this Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

4. Completion Date. The date on which all required Certificates of Occupancy for the rental units on the Property are issued by the City of Newton Inspectional Services Department and the Owner has provided written notification to the NCDA and the NCDA has verified that all units are fully occupied, as provided in the CDBG and HOME Program Loan Agreement of even date between the NCDA and the Owner. If the units receive Certificates of Occupancy and are occupied on different dates, then the Completion Date shall be the date of occupancy of the unit that is occupied last.

Use Restrictions. The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least 144 one-bedroom units located at the Property. One hundred forty-four (144) of the Restricted Units shall be deemed to be assisted under the CDBG Program ("CDBG Assisted Units"). Four (4) of the Restricted Units shall be deemed to be assisted under the HOME Program ("HOME Assisted Units") provided that certain of the provisions of the HOME Program may cease to be effective 20 years after the completion of the Project (the "HOME Term") as more fully set forth in the Loan Agreement between the Owner and NCDA. The expiration of the HOME Term shall not impact the affordability period placed on the Restricted Units by any other programs. If during the Term the owner seeks to recapitalize the project and an appraisal is required, the NCDA and the City may consider a request by the owner to modify the affordability restriction so long as the request a) does not propose to decrease the term of the restriction which is in perpetuity or b) does not increase the maximum income limit beyond 100% AMI. Any such modification to the affordability restriction shall require approval of the Newton Community Preservation Committee, City Council and Mayor. The Owner shall construct and operate the Project in accordance with the plans and specifications, financial projections, and marketing and management plans approved by the NCDA. Each unit in the Project shall contain complete facilities for living, sleeping, eating, cooking, and sanitation that are to be used on other than a transient basis. Each unit shall comply with all applicable federal, state and local health, safety, building, environmental and other laws, codes, ordinances and regulations, including without limitation those relating to the operation of adaptable and accessible housing for the disabled, those relating to the removal of lead-based paint and other environmental hazards, and the housing quality standards set forth in the HUD regulations at 24 C.F.R. § 982.401 or any successor thereto. Throughout the term hereof, the Owner shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

6. Owner's Warranties and Representations. During the term of this Restriction, as defined in paragraph 3, beginning on the first date on which any Units receive Certificates of Occupancy issued by the City of Newton and continuing for the balance of the Affordability Term, the Owner shall comply with the following requirements:

- A. **Occupancy Restrictions.** The Owner shall provide one hundred forty-four (146) units of rental housing at the Property, of which one hundred forty-four (144) units shall be rented at affordable rents to low- and moderate-income individuals or households, as defined by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) as set forth in 24 CFR 570 and HOME Investment Partnerships (HOME) Programs as set forth in 24 CFR 92.252, whose incomes do not exceed 60% of the area median income (AMI) for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size.
- a. **Low Income Units.** At least 144 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). The monthly rent charged to a Family occupying a Low Income Unit shall be one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.
 - b. **HOME Assisted Units.** Four (4) of the Low Income Units of the types shown on Exhibit C attached hereto shall be designated as floating HOME Assisted Units and shall be leased exclusively to Very Low Income Families. The monthly rents charged to a Family occupying such HOME Assisted units shall be set at a level that meets all of the requirements under the HOME program regulation 24 CFR 92.252 and shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%) of fifty percent (50%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family or (z) the comparable market rent for the Family's Unit ("Low HOME Rent"). A Family who resides in a HOME Assisted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family, and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty five percent (65%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the

Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) or (z) the comparable market rent for the Family's Unit. The NCDA shall provide the Owner an initial schedule of HOME rents and utility allowances and shall update the allowances annually. Thereafter, the Owner shall provide annual rents and occupancy status of the HOME Units to the NCDA to demonstrate compliance with 24 CFR 92.252. The NCDA must review the submitted rents for compliance and approve or disapprove them every year.

- B. The Owner represents warrants and covenants that the determination of whether a resident meets the income requirements set forth herein shall be made by Owner at the time of the leasing of the units and thereafter at least annually on the basis of the current income of such resident. The Owner shall maintain as part of its records, copies of all leases governing the rental of the units as may be executed throughout the affordability period and all initial and annual income certification(s) by the tenant(s) of the units. All leases must be in form to meet all CDBG and HOME Program regulations. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Owner shall provide to the NCDA annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each resident occupying a Restricted Unit. With respect to residents who moved to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Residents at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the NCDA and shall contain such supporting documentation as the NCDA shall reasonably require. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to NCDA such reports as the NCDA may deem necessary to ensure compliance with the requirements of this Restriction and of the CDBG and HOME Programs.
- C. Prior to initial occupancy of the Restricted Units and annually thereafter, as part of the annual reports required under subsection 6(B) above, the Owner shall submit to the NCDA a proposed schedule of monthly rent and monthly allowances for utilities and services for the units. Projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit D attached hereto. The rent schedule shall include both the maximum rents applicable to units under subsections 6(A) above as well as the actual rents to be charged to over-income residents under subsections 6(A) above. Proposed schedules shall be subject to the approval of NCDA for compliance with the requirements of applicable HUD regulations. After approval of a schedule of rent and allowances by NCDA, rents shall not be increased without either (a) a specific request by Owner for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days prior written notice by Owner to the affected tenant(s).
- D. The Owner shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the project.

- E. The Owner shall provide the NCDA with an affirmative marketing plan acceptable to the NCDA. The affirmative marketing plan must comply with all applicable statutes, regulations, and executive orders. The Owner shall also adopt and submit to the NCDA for approval resident selection policies and criteria acceptable to the NCDA. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect. The resident selection policies and criteria acceptable to the NCDA:
- a. Are consistent with the purpose of providing housing for Low and Moderate-Income Households, as defined above and required herein;
 - b. Are reasonably related to income eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Owner's lease;
 - c. Provide for (1) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (2) the prompt written notification to any rejected applicant of the grounds for any rejection.
- E. All leases for Restrict Units in the Project shall be for terms of not less than one (1) year, and shall require tenants to provide information required for the Owner to meet its reporting requirements hereunder. Owner may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except (A) for serious or repeated violation of the terms and conditions of the lease; (B) for violations of applicable federal, state, or local law; or (C) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Owner's service on the tenant of a written notice specifying the grounds for the action.

The Owner shall not include in any lease for a Restricted Unit in the Project any of the following provisions:

- (i) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- (ii) Agreement by the tenant that the Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Owner may dispose of such personal property in accordance with state law.
- (iii) Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (iv) Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant.
- (v) Agreement by the tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (vi) Agreement by the tenant to waive any right to a trial by jury.

- (vii) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
 - (viii) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- F. The Owner shall not permit the use and occupancy of any unit for any purpose other than rental to an eligible tenant in accordance with Paragraphs 6(A) above. The Owner may not sell, transfer, mortgage or exchange all or any portion of the Project, and shall not transfer or pledge in the aggregate a majority of the beneficial ownership or control of the Owner, without prior written notice of both the NCDAs, which consent may be granted or withheld in their sole judgment.
- G. The Owner shall not demolish any part of the Property or substantially subtract from any real or personal property of the Property except in conjunction with renovation or rehabilitation of the Property or construction of a new project on the Property, in either case subject to the prior written consent of the NCDAs, which consent shall not be unreasonably withheld. The Owner shall not permit the use of any residential unit for any purpose other than housing.
- H. The Owner represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Owner (subject to the approval of the lender(s) which will provide the financing) will use its best efforts to repair and restore the Property to substantially the same condition as existed prior to the event causing such damage or destruction, and the Owner represents, warrants and agrees that the Property shall thereafter continue to operate in accordance with the terms of this Restriction.
- I. Any use of the Property or activity thereon which is inconsistent with the purpose of this Restriction is expressly prohibited. The Owner shall carry out each activity provided for in this Restriction in compliance with all applicable federal laws and regulations described in 24 CFR 570, Community Development Block Grant Program and 24 CFR Part 92, the HOME Investment Partnership Program, as amended, including without limitation all requirements related to the following:
- (i) The relocation, if any, of tenants or other occupants of the Property;
 - (ii) The assurance of equal opportunity and non-discrimination on the basis of race, color, national origin, sex, age, handicap, or religion, including without limitation affirmative marketing and fair housing requirements;
 - (iii) Compliance with all Federal Labor Standards, affirmative action requirements, wage requirements under the Davis-Bacon Act, and exclusion of debarred or suspended contractors, with respect to construction on the Property, to the extent applicable;
 - (iv) Compliance with all applicable federal and state procurement requirements;
 - (v) The assembly and maintenance of all records required to be maintained by the CDBG and HOME regulations, and the obtaining of an annual, quarterly or periodic

certifications and other information required in connection with the CDBG and HOME program, including any required monitoring of incomes, rents, property values and status as a primary residence;

- (vi) Performance of any audits required by HUD, provision of access to all records and properties as to which HUD requires such access, and repaying of any non-eligible expenditures required by HUD as a result of any audit;
- (vii) Compliance with all applicable Uniform Administrative Requirements;
- (viii) Inspection of the Property to assure their compliance with the HUD Housing Quality Standards, and all applicable state and local codes, environmental review requirements (including lead paint requirements), the Americans with Disabilities Act of 1990 and all reports and certifications required with respect thereto;
- (ix) Compliance with all applicable requirements to make training and employment opportunities available to low and moderate-income persons living in the community where the Property is located, and to make contracting opportunities available to business located in such community;
- (x) Determination that the Project complies with all applicable requirements as set forth in the CDBG and HOME regulations; and
- (xi) Compliance with all applicable state and federal conflict-of-interest laws and regulations.

J. Owner hereby grants to the NCDA and their respective duly authorized representatives the right to enter the Property (1) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with the Restriction or any other agreement between Owner and the NCDA, and (2) after thirty (30) days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in subsection 6(K) below shall include a clear description of the course and approximate cost of the proposed cure.

K. The Owner agrees to provide written notice to the NCDA of any default, violation or breach of the terms and conditions of this Restriction, within seven (7) days after first discovering such default, violation or breach. Whether or not such notice is given, NCDA shall have the right to enforce this Restriction and to exercise all rights and remedies (whether at law or in equity) available to it hereunder applicable law.

7. Condition of Property. By its acceptance of this Restriction, the NCDA does not undertake any liability or obligation relating to the condition of the Property.

8. Instruments to Enforce Covenant. The NCDA is authorized to record or file any notices or instruments appropriate to ensuring the enforceability of this Restriction; and the Owner on behalf of itself and its successors and assigns appoints the NCDA, its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by the NCDA. The Owner and the NCDA intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental

officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval. At least 30-days prior to the filing of such notices or instruments the NCDA shall notify the Owner in writing.

9. Covenants to be Referenced in Deed. These restrictive covenants shall be contained or referenced in any deed of conveyance of the subject Property or any other instruments conveying a non-leasehold interest in the Property or any part thereof and shall be equally binding on any subsequent owner of the title thereto whether acquired by grant, sale or any other means and such subsequent owner shall comply with this restriction for the remaining duration of said restriction.

10. Foreclosure. At least sixty (60) days prior to the foreclosure auction sale by a lender or other transfer in lieu of foreclosure, the lender shall notify the NCDA of its intent to so foreclose and shall allow the NCDA the option/opportunity to assume the mortgage. In the event of such assumption of the mortgage, the Owner shall not further pledge or hypothecate said Property and the Owner's recapture of any equity it may have shall be deferred until such time as the Property is sold. If the option is exercised, the NCDA may direct the sale of the Property at any time during the period of affordability and shall undertake to sell the property within a reasonable period of time after the expiration of the affordability period. In the event of such a sale, the monies received shall be applied first to any and all encumbrances outstanding with respect to the Property in order of priority, next to the costs of sale, then to repay the NCDA and/or the City of Newton for any amounts expended on the assumption of the mortgage. Any sums remaining after the above payments shall then be paid to the person or entity which was Owner of record prior to assumption of the mortgage, in full satisfaction of its equity interest in the Property.

In the event the NCDA chooses not to exercise its option to assume the mortgage referenced above, then the affordability restriction created hereunder shall terminate upon foreclosure or by instrument in lieu of foreclosure, provided that the holder of the mortgage gives the NCDA not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Property or to accept an instrument in lieu of foreclosure. Thereafter, if at any time following foreclosure or other transfer in lieu of foreclosure but still during the term of affordability, as defined in paragraph 3, the Owner of Record prior to foreclosure, any subsidiary thereof, or any newly formed entity that includes the former Owner or those with whom s/he or it has had family or business ties obtains ownership interest in the Property, the affordability period shall be revived in accordance with its original term.

11. Notices. All notices required under this Restriction shall be deemed to have been received if mailed, postage prepaid to the following:

For the NCDA:
Sole Member
Newton Community Development Authority
City Hall, 1000 Commonwealth Avenue
Newton, MA 02459

For Owner:
Authorized Representative
2Life Coleman Limited Partnership
30 Wallingford Road
Brighton, MA 02135

12. Enforcement.

- A. The rights hereby granted shall include the right of NCDCA to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the NCDCA will have no adequate remedy at law), and such restoration shall be in addition to, and not in limitation of, any other rights and remedies available to the NCDCA. The Owner covenants and agrees to reimburse NCDCA all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Restriction is acknowledged by Owner or determined by a court of competent jurisdiction to have occurred.

- B. Without limitation on any other rights or remedies of the NCDCA, its successors and assigns, the NCDCA shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:
 - (i) specific performance of the provisions of this Restriction, which shall be the preferred remedy;
 - (ii) voiding of any rental arrangement that violates this Restriction;
 - (iii) in the case of any rental arrangement where the Owner is found to have violated willfully or in bad faith, then money damages for charges in excess of rents permissible under this Restriction;
 - (iv) If any action is brought to enforce this Restriction, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of bringing such action, in addition to any other relief or remedy to which such party may be entitled.
 - (v) The Owner hereby grants to the NCDCA and its duly authorized representatives the right to enter upon the Property upon reasonable notice for the purpose of enforcing the restrictions contained in this Restriction and to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. Notwithstanding the definition of Owner hereinbefore contained, the rights of enforcement for violations of this Restriction shall survive any subsequent sale or transfer of the Property.

13. Certificate. Any party may rely on a certificate signed by the Owner and the NCDCA as to any facts relative to this Restriction.

14. Governing Law. This Restriction shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Restriction must be in writing and executed by all of

the parties hereto. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

IN WITNESS WHEREOF the said **2Life Coleman Limited Partnership**. has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____, Authorized Representative its duly authorized representative, this _____ day of _____, 2021.

2Life Coleman Limited Partnership, a Massachusetts limited partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

By: _____ Date: _____

Its: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared the above-named _____ proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Authorized Representative of 2Life Coleman Limited Partnership.

Notary Public
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

COLEMAN PROPERTY

A certain parcel of land situated in the City of Newton, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the westerly sideline of Winchester Street, said point is located 360.56 feet along the westerly sideline of said Winchester Street from a point of curvature at the northwesterly intersection of Nahanton Street and Winchester Street:

Thence running S 78°55'14" W, a distance of 80.00 feet;

Thence turning and running N 11°06'46" W, a distance of 92.53 feet;

Thence turning and running S 78°55'14" W, a distance of 69.53 feet;

Thence turning and running southwesterly along a curved line to the left having a radius of 252.58 feet, a distance of 131.37 feet;

Thence turning and running S 78°55'14" W, a distance of 317.92 feet;

Thence turning and running N 11°04'46" W, a distance of 85.94 feet;

Thence turning and running N 66°01'11" E, a distance of 11.60 feet;

Thence turning and running N 84°35'59" E, a distance of 44.38 feet:

Thence turning and running N 39°35'59" E, a distance of 16.57 feet:

Thence turning and running N 05°24'01" W, a distance of 45.03 feet;

Thence turning and running N 77°19'33" E, a distance of 18.81 feet;

Thence turning and running N 15°51'51" W, a distance of 182.47 feet;

Thence turning and running N 77°19'33" E, a distance of 469.58 feet to the westerly sideline of Winchester Street;

The last thirteen courses were by the C.J.P. Parcel;

Thence turning and running southeasterly along the said westerly sideline of Winchester Street along a curved line to the right having a radius of 427.58 feet, a distance of 119.10 feet to a point of curvature;

Thence S 09°58'16" E along the westerly sideline of Winchester Street, a distance of 168.33 feet to a point of curvature;

Thence turning and running more southeasterly along the westerly sideline of Winchester Street along a curved line to the left having a radius of 407.84 feet, a distance of 48.78 feet to the point of beginning;

Containing an area of 153,629 square feet (3.527 acres) as shown on a plan entitled "Subdivision Plan of Land Newton, Mass. (Middlesex County)", by Harry R. Feldman, Inc., dated August 18, 1997 and recorded as Plan No. 15 of 1998, Instrument No. 378 of January 6, 1998, in Book 28050, Page 117. The above-described parcel contains Access and Utility Easement "D-1" (35' wide).

Said above-described property is also described as Lots B-1 and A-2 as shown on plan entitled, "Subdivision Plan of Land, Newton, Mass. (Middlesex County)", Harry R. Feldman, Inc., Land Surveyors, dated June 19, 1998 and recorded as Plan No. 14 of 1998 at Book 28050, Page 116.

Said parcel has the benefit of rights and easements, including access and utility easements as granted in deed to Jewish Community Housing for the Elderly V, Inc. dated October 21, 1983 and recorded in Book 15289, Page 538.

EXHIBIT B

ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

"Area" shall mean Boston-Cambridge-Quincy, MA-NH HMFA.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

"CDBG Guidelines" shall mean the guidelines issued by the City regarding the CDBG Program, as the same may be amended, supplemented, replaced, or otherwise modified from time to time.

"CDBG Program" shall mean the Community Development Block Grant Program, established by HUD for the purpose of facilitating the creation and preservation of affordable housing, under which HUD makes funds available to the City for loans to sponsors of affordable housing for Moderate Income, Low Income, and Extremely Low Income Families.

"CDBG Regulations" shall mean the regulations relating to the CDBG Program promulgated by HUD at 24 Code of Federal Regulations Part 570, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CDBG Statute" shall mean Title 1 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. Section 5301 *et seq.*), and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Guidelines" shall mean the ordinance of the City accepting the provisions of Sections 3 through 7 of the CPA Statute, together with any guidelines issued by the City and or its designee regarding the CPA Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Program" shall mean the Community Preservation Fund loan program established by the City under the CPA Statute under which the City makes loans available to sponsors of certain types of affordable housing and for other purposes authorized by the CPA Statute.

"CPA Statute" shall mean Chapter 44B of the Massachusetts General Laws, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Regulations" shall mean the informational Guidance Release 01-207 (September 2001), Informational Guidance Release 00-209 (December 2000) and any other bulletins, opinions, guidance or regulations relating to the CPA Statute issued or promulgated by the Commissioner of Revenue of The Commonwealth of Massachusetts, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Extremely Low Income Family" shall mean a Family whose Household Income is less than or equal to thirty percent (30%) of the Family-size Adjusted AMI.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the HOME Guidelines, the CDBG Guidelines and the CPA Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred percent (100%) of the Family-size Adjusted AMI.

"Holder" shall mean each of the City and NCDA, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which the City make loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 C.F.R. Part 92.

"Household" shall mean all persons occupying a housing unit. The occupants may be a family, as defined in 24 C.F.R. §5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived sexual orientation, gender identify, or marital status.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs.

"Loan Documents" shall mean collectively, the documents evidencing and securing the Loan.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to sixty percent (60%) of the Family-size Adjusted AMI.

"Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income established by HUD.

"Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith and the mortgage from 2Life Coleman Limited Partnership, F/K/A JCHE Coleman Limited Partnership, to ORIX Real Estate Capital, LLC in the original principal amount of \$25,830,000 recorded with the Middlesex South Registry of Deeds on October 21, 2020 in Book 75945, Page 172.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof. Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units.

"Programs" shall mean the HOME Program, the CDBG Program, and the CPA Program.

"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Middlesex South Registry of Deeds.

"Regulations" shall mean the HOME Regulations and CDBG Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Moderate Income Family, a Low Income Family, a Very Low Income Family, or an Extremely Low Income Family.

"Sponsor" shall mean 2Life Communities.

"Statutes" shall mean the HOME Statute, the CDBG Statute, and the CPA Statute.

"Studio Unit" shall mean a single-room (zero bedroom) Unit that contains a complete kitchen and bathroom.

"Unit" shall mean any residential unit located on the Property.

"Very Low Income Family" shall mean a Family whose Household Income is less than or equal to fifty percent (50%) of the Family-size Adjusted AMI.

EXHIBIT C

AFFORDABILITY MATRIX

NUMBER/SIZE OF UNITS REQUIRED BY	TERM	INCOME CATEGORY			
		HIGH MODERATE INCOME (100% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY (5)
Section 8 HAP Contract Coleman I (April 30, 2038)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 99_ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
PRAC Contract Coleman II (July 31, 2038)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
202 Capital Advance Coleman II (July 31, 2038)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
HOME Coleman II (June 30, 2044)	30 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 36_ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
NEWTON HOME (20 years from date of project completion)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
NEWTON CDBG	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 144_ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
NEWTON CPA	Perpetuity	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 144_ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
COMPOSITE: <u>PRE</u> HAP CONTRACT EXPIRATION		___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 99_ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___
COMPOSITE: <u>POST</u> HAP CONTRACT EXPIRATION		___ SRO ___ Studio ___ 1-BR ___ 2-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR	___ SRO ___ Studio ___ 144_ 1-BR ___ 2-BR	___

		____ 3-BR ____ 4-BR	____ 3-BR ____ 4-BR	____ 3-BR ____ 4-BR	____ ____
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EXHIBIT D

RENT SCHEDULE

(Pre-HAP Contract Expiration, 2038 and Post-HAP Contract Expiration)

(Rents assume that the Owner pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority; however, the Owner must use utility allowances provided by the NCD A in determining tenant rents for the Newton HOME units. NCD A shall establish maximum monthly utility allowances for utilities and services for these HOME units and update the allowances annually.)

Rent Schedule: Pre-HAP Contract Expiration, 2038							
Unit Type	Coleman	Unit Count	AMI Limit	Household Income Limit; 1-person HH Assisted Unit*	Monthly Income	Contract Rent - Assisted Units - All utilities included in rent	Maximum Tenant Share (30% of income), inclusive of utilities
1 BR Unit	Coleman I	99	60% AMI	\$56,400.00	\$4,700.00	\$2,790.00	\$1,510.00
1 BR Unit	Coleman II	45	50% AMI	\$47,000.00	\$3,916.67	\$1,221.00	\$1,221.00
1 BR Unit- HOME	Coleman II	4	50% AMI	\$47,000.00	\$3,916.67	N/A	\$1,258.00
2 BR Manager Unit	Coleman I	1	FMR	N/A	N/A	N/A	N/A
1 BR Manager Unit	Coleman II	1	FMR	N/A	N/A	N/A	N/A
Coleman I Section 8 HAP Contract - 20 Years (July 31, 2038); Rent Effective as of April 24, 2021							
Coleman II PRAC Contract Rent - Annual Renewal; Rent Effective as of November 1, 2020							
*Rents are based HUD formulas which assume a 1.5 person household for a 1 bedroom							
*HH Income Limit, 2-Person HH, HOME Units - \$53,700							
Tenant Share of Contract Rent is 30% of Household Income per HUD Section 8 statute							
Rent Schedule: Post-HAP Contract Expiration							
Unit Type	Coleman	Unit Count	AMI Limit	Household Income Limit; 1-person HH Assisted Unit*	Monthly Income	Maximum Rent Unassisted Units- All utilities included in rent (30% of income limit)	
1 BR Unit	Coleman I	99	60% AMI	\$56,400.00	\$4,700.00	\$1,510.00	
1 BR Unit	Coleman II	45	60% AMI	\$56,400.00	\$4,700.00	\$1,510.00	
1 BR Unit- HOME*	Coleman II	4	50% AMI	\$47,000.00	\$3,916.67	\$1,258.00	
2 BR Manager Unit	Coleman I	1	FMR	N/A	N/A	N/A	
1 BR Manager Unit	Coleman II	1	FMR	N/A	N/A	N/A	
*Rents are based HUD formulas which assume a 1.5 person household for a 1 bedroom							
*HH Income Limit, 2-Person HH, HOME Units - \$53,700							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 15 Pacella Park Drive Suite 240 Randolph MA 02368	CONTACT NAME: Michael Casey PHONE (A/C, No, Ext): (617) 330-5700 E-MAIL ADDRESS: mcasey@risk-strategies.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 2Life Coleman Limited Partnership, 2Life Coleman GP LLC, 2Life Partners Inc. and 2Life Communities Services Inc., etal 30 Wallingford Road Brighton MA 02135	INSURER A: Columbia Casualty Company		
	INSURER B: American Casualty Co. of Reading, PA		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL2151711219

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6081160841	06/01/2021	06/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ incl.	
							Policy Aggregate	\$ \$4,000,000	
B	AUTOMOBILE LIABILITY			6046286991	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$		
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED						\$	\$	
	RETENTION \$						PER STATUTE	OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Coleman House, 677 Winchester Street, Newton, MA 02458.

The Certificate Holder is an additional insured under the General Liability policy ATIMA subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Newton, WestMetro HOME Consortium
 1000 Commonwealth Avenue

Newton

MA 02459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Risk Strategies Company 15 Pacella Park Drive Suite 240 Randolph MA 02368	CONTACT NAME: Michael Casey PHONE (A/C, No, Ext): (617) 330-5700 E-MAIL ADDRESS: mcasey@risk-strategies.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 2Life Coleman Limited Partnership, 2Life Coleman GP LLC, 2Life Partners Inc. and 2Life Communities Services Inc., etal 30 Wallingford Road Brighton MA 02135	INSURER A: Columbia Casualty Company		
	INSURER B: American Casualty Co. of Reading, PA		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL2151711219

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6081160841	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ incl. Policy Aggregate \$ \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6046286991	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Coleman House, 677 Winchester Street, Newton, MA 02458.

The Certificate Holder is an additional insured under the General Liability policy ATIMA subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Newton Community Development Authority c/o City of Newton,
 Planning and Development Dept.
 1000 Commonwealth Avenue
 Newton MA 02459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/17/2021

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS RSC Insurance Brokerage, Inc. Michael Casey 160 Federal St. Boston MA 02110		PHONE (A/C, No, Ext): (617) 330-5700	COMPANY NAME AND ADDRESS Affiliated FM Insurance Co. 75 Remittance Drive Chicago IL 60675-6183	NAIC NO:
FAX (A/C, No): (617) 439-3752	E-MAIL ADDRESS: mcasey@risk-strategies.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE Commercial Property	
AGENCY CUSTOMER ID #: 00033332		LOAN NUMBER		POLICY NUMBER CH959 (Renewal of)
NAMED INSURED AND ADDRESS 2Life Coleman Limited Partnership, 2Life Coleman GP LLC, 2Life Partners Inc. 30 Wallingford Road Brighton MA 02135		EFFECTIVE DATE 06/01/2021	EXPIRATION DATE 06/01/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION Coleman House Newton	677 Winchester Street MA 02458	Coverage applies to existing structures and renovations
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>		

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ 64,076,018	DED: \$50,000		
		YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT: included Actual Loss Sustained; # of months:
BLANKET COVERAGE			<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input checked="" type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?			<input checked="" type="checkbox"/>		
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>		
REPLACEMENT COST		<input checked="" type="checkbox"/>			
AGREED VALUE		<input checked="" type="checkbox"/>			
COINSURANCE			<input checked="" type="checkbox"/>		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED: \$50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED:
- Demolition Costs		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED:
- Incr. Cost of Construction		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED:
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$64,076,018 DED: \$50,000
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$64,076,018 DED: \$50,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>		If YES, LIMIT: included DED: \$50,000
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>		If YES, LIMIT: included DED: \$50,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> MORTGAGEE			
NAME AND ADDRESS City of Newton, WestMetro HOME Consortium 1000 Commonwealth Avenue Newton MA 02459		AUTHORIZED REPRESENTATIVE 		



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

05/17/2021

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS RSC Insurance Brokerage, Inc. Michael Casey 160 Federal St. Boston MA 02110		PHONE (A/C, No, Ext): (617) 330-5700	COMPANY NAME AND ADDRESS Affiliated FM Insurance Co. 75 Remittance Drive Chicago IL 60675-6183	NAIC NO:
FAX (A/C, No): (617) 439-3752	E-MAIL ADDRESS: mcasey@risk-strategies.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE Commercial Property	
AGENCY CUSTOMER ID #: 00033332		LOAN NUMBER		POLICY NUMBER CH959 (Renewal of)
NAMED INSURED AND ADDRESS 2Life Coleman Limited Partnership, 2Life Coleman GP LLC, 2Life Partners Inc. 30 Wallingford Road Brighton MA 02135		EFFECTIVE DATE 06/01/2021	EXPIRATION DATE 06/01/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION Coleman House Newton	677 Winchester Street MA 02458	Coverage applies to existing structures and renovations
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 64,076,018		DED: \$50,000			
		YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT: included Actual Loss Sustained; # of months:
BLANKET COVERAGE			<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input checked="" type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?			<input checked="" type="checkbox"/>		
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>		
REPLACEMENT COST		<input checked="" type="checkbox"/>			
AGREED VALUE		<input checked="" type="checkbox"/>			
COINSURANCE			<input checked="" type="checkbox"/>		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED: \$50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED:
- Demolition Costs		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED:
- Incr. Cost of Construction		<input checked="" type="checkbox"/>			If YES, LIMIT: included DED:
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$64,076,018 DED: \$50,000
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$64,076,018 DED: \$50,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>		If YES, LIMIT: included DED: \$50,000
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>		If YES, LIMIT: included DED: \$50,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Newton Community Development Authority c/o City of Newton, Planning and Development Dept. 1000 Commonwealth Avenue Newton MA 02459		AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/03/2020

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS RSC Insurance Brokerage, Inc. Michael Casey 160 Federal St. Boston MA 02110		PHONE (A/C, No, Ext): (617) 330-5700	COMPANY NAME AND ADDRESS Affiliated FM Insurance Co. 75 Remittance Drive Chicago IL 60675-6183	NAIC NO:
FAX (A/C, No): (617) 439-3752	E-MAIL ADDRESS: mcasey@risk-strategies.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE Commercial Property	
AGENCY CUSTOMER ID #: 00033332		NAMED INSURED AND ADDRESS 2Life Coleman GP LLC and 2Life Coleman Limited Partnership, etal 30 Wallingford Road Brighton MA 02135		LOAN NUMBER
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		POLICY NUMBER CH959
		EFFECTIVE DATE 06/01/2020	EXPIRATION DATE 06/01/2021	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
 Coleman House 677 Winchester Street
 Newton MA 02458

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	*\$25,000 wind/hail and water damage ded.
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ 335,000,000				DED: \$10,000*
		YES	NO	N/A		
<input checked="" type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT: included	Actual Loss Sustained; # of months:
BLANKET COVERAGE		<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE		<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?			<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>		If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>			
REPLACEMENT COST		<input checked="" type="checkbox"/>				
AGREED VALUE		<input checked="" type="checkbox"/>				
COINSURANCE			<input checked="" type="checkbox"/>		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: included	DED: \$10,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>			If YES, LIMIT: included	DED:
- Demolition Costs		<input checked="" type="checkbox"/>			If YES, LIMIT: included	DED:
- Incr. Cost of Construction		<input checked="" type="checkbox"/>			If YES, LIMIT: included	DED:
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$250,000,000	DED: \$50,000
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$250,000,000	DED: \$50,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>		If YES, LIMIT: included	DED: \$25,000
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>		If YES, LIMIT: included	DED: \$10,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS						

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input checked="" type="checkbox"/> Mtg/loss payee/addl insd	<input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS AUTHORIZED REPRESENTATIVE
NAME AND ADDRESS City of Newton, Community Development Block Grant, ISAOA ATIMA 1000 Commonwealth Avenue Newton MA 02459			

Attachment H

City of Newton



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

As of 04/26/21

**Procurement Policy for City of Newton
Community Preservation Program Funding of Non-Municipal Projects**

Any non-municipal organization that purchases supplies or services with Community Preservation Act (CPA) funds from the City of Newton is required to comply with this CPA Procurement Policy. This Policy is intended to ensure that materials and services for such projects are procured in a way that is open, fair, efficient, and economical. In order to encourage non-profit and other private organizations to participate in affordable housing, cultural, recreational, and other public-private collaborations, these procurement requirements are also intended to accommodate the need for flexibility in non-municipal projects, given the multiple public and private sources of funds necessary for any project, by not placing undue or unreasonable burdens on them.

Non-municipal organizations that receive CPA funds are not subject to Massachusetts procurement laws.¹ However, recipients of Newton CPA funding are required to follow sound business practices in keeping with Newton's procurement process for municipal projects, including submitting three written quotes for any CPA funded work up to \$100,000. Projects receiving funding of more than \$100,000 must submit documentation of their procurement process to the Community Program Manager for review and approval prior to the start of any work involved in the project. Recipients of Newton CPA funds may propose the specific method or methods they will use to meet this policy, or submit the materials required by other state or federal funding sources when applicable.

¹ Community Preservation Coalition article "Do the State's Procurement Laws Apply to CPA Projects?"
<https://www.communitypreservation.org/procurement>

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