

Formerly Jewish Community Housing for the Elderly (JCHE)

November 8, 2018

Community Preservation Committee c/o Alice Ingerson Newton City Hall 1000 Commonwealth Ave Newton Centre, MA 02459

> Re: Golda Meir House Expansion Revised Unit-Income Mix

Dear Community Preservation Committee,

Thank you for supporting 2Life Communities' recent proposal to add 69 apartments to Golda Meir House. In response to a comment presented by the Newton Fair Housing Commission, we are now proposing to create a 2-bedroom at the 30% AMI level and reduce the number of apartments planned for New England Conservatory graduate students. The total proposed number of units for each income level has not changed. The number of age-restricted units will increase from 57 to 58.

Previous Proposal:

UNIT TYPE	≤ 30% AMI (Sec 8 PBV)	≤ 50% AMI (MRVP PBV)	< 6110/6 Δ IVII		Unrestricted	TOTAL
1 BR	8	20	18	8	5	59
2 BR		2	2	2	4*	10
TOTAL	8	22	20	10	9	69

^{*}includes 1 resident manager unit with no rent and 2 units with reduced rent set-aside for NEC graduate students. Rents for all other units with no income restriction are proposed to be below a true "market rate."

Current Proposal:

UNIT TYPE	≤ 30% AMI (Sec 8 PBV)	≤ 50% AMI (MRVP PBV)	≤ 60% AMI	<100% AMI	Unrestricted	TOTAL
1 BR	7	20	18	8	6	59
2 BR	1	2	2	2	3*	10
TOTAL	8	22	20	10	9	69

^{*}includes 1 resident manager unit with no rent and 1 unit with reduced rent set-aside for NEC graduate students. Rents for all other units with no income restriction are proposed to be below a true "market rate."









As before, we will seek an allocation of project-based vouchers from the Department of Housing and Community Development (DHCD) for all units in the 30% AMI and 50% AMI categories, which will cover the difference between 30% of residents' actual incomes and the contract rents. In combination, these two categories will include 9 non-age restricted, 1-bedroom units for chronically homeless individuals.

Please see attached an updated 10-year operating budget reflecting this change. Thank you again for your support and please contact me at (617) 912-8475 with any questions.

Sincerely,

Lizbeth Heyer

Chief of Real Estate and Innovation







Newton, Massachusetts Community Preservation Program

City of Newton



Ruthanne Fuller Mayor

FUNDING REQUEST

PRE-PROPOSAL

PROPOSAL

Last updated August 2018.

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 aingerson@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	Golda Meir House Expansion								
Project		Full street address (with zip code), or other precise location.							
LOCATION	160 Stanton Ave, Auburnda	ie, ivi	A U2466			-			
Project CONTACTS	Name & title or organization		Email	Ph	one	Mailing address			
Project Manager	Lizbeth Heyer, Chief of Real Estate	lheyer@jche.org (617) 9			2-8475	Jewish Community Housing for the Elderly			
Other	Zoe Weinrobe, Director of Real Estate Innovation	zweinrobe@jche.org (617) 912-8406			(JCHE) 30 Wallingford Road				
Contacts	Rachel Belanger, Project Manager	rbel	anger@jche.org	(617) 91	2-8464	Brighton, MA 02135			
Project	A. CPA funds requested:		B. Other funds to be	used:	C. To	otal project cost (A+B):			
FUNDING	\$3.25 million Approx. \$27.1 million Approx. \$30.4 million								
Project SUMMARY	PROJECT SUMMARY MUST FIT IN THE SPACE BELOW. Use a cover letter for general information about the								

The proposed project will add approximately 69 apartments to JCHE's Golda Meir House through two additions. The project will provide apartments affordable to seniors at a range of incomes as well as to 9 chronically homeless individuals with disabilities. Of the 69 proposed units, approximately 60 will be income-restricted, with the majority set aside for low- and extremely low-income seniors.

The proposed design physically integrates the new additions with the existing building in order to incorporate new residents into this vibrant senior community and incorporate the building's management into a highly efficient operation. By joining JCHE's Golda existing community, new residents will benefit from a wealth of programs, services and supports otherwise unavailable in a standalone affordable housing building. A potential new wellness center will enable JCHE to expand its partnerships with healthcare providers such as Newton Wellesley Hospital to offer services such as physical therapy, occupational therapy, and consultations. We have also had positive initial conversations with the New England Conservatory (NEC) about potentially housing graduate students in 1 apartment who would commit to performances and engagement with our residents. The project will also enhance outdoor spaces and utilize the water tower parcel to expand parking.

(For staff use) orig. rec'd 7 Sept.-8 Oct. 2018

updated by CPC staff based on new submission, 8-14 Nov. 2018

Project TITLE	Golda	Mei	r House	Expansion				
USES of CPA	Funds	(COMMUNI	TY HOUSING		create	✓	
New construct	v construction ✓ Mortgage buydown/ refinance Site preparation/ remediation ✓						iation 🗸	
TARGET POPU	JLATION	TYPE	OF HOU	SING, SPECIAL I	FEATURES – Che	ck& describe	all that apply.	
Individuals ✓	viduals ✓ Families ✓ Seniors ✓ Homeless/At Risk of Homelessness ✓ Rental ✓						Rental ✓	
Special needs/	disabilit'	ies (ic	lentify po	pulation & prov	ider of support	services, if a	ny):	

9 units for chronically homeless individuals with disabilities – Hearth, Inc. will provide supportive services

Special features (historic preservation, sustainability, etc.):

Sustainability - Enterprise Green Community standards

UNIT COMPOSITION List number of units in each category.									
UNIT TYPE	≤ 30% AMI *	≤ 50% AMI *	≤ 60% AMI	<100% AMI	No Income Restriction (Market-Rate)	TOTAL			
1 BR	7	20	18	8	5	59			
2 BR	1	2	2	2	3**	10			

^{*}JCHE expects all units in these categories to have project-based vouchers, which will cover the difference between 30% of residents' actual incomes and contracted rents. In combination, these two categories will also include 9 nonage restricted, 1 -bedroom units for chronically homeless individuals.

COMMUNITY NEEDS

From each of at least 2 plans linked to the <u>Guidelines & Forms</u> 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.

Affordability

The 2007 Newton Comprehensive Plan emphasizes the importance of creating a range of housing options. "We want our stock of housing to match the social and economic diversity of our population. That requires increasing both rental and home ownership opportunities for the entire range of low, moderate, and middle income families, for starter households as well as for senior citizens" (page 5-12). Our proposed project will serve a range of low and moderate incomes, plus several apartments without an income restriction, to meet some of this need. CPA funds will support the units for households under 100% of area median income.

Supporting Seniors

According to the 2017 Housing Needs Analysis and Recommendations report, "Newton's empty-nester, retiree and senior adult population is growing substantially" and "seniors that are interested in aging in place in Newton find that the ability to do so is limited due to the lack of housing diversity" (page 10). The 2014 Living and Aging in Newton report commissioned by the Senior Citizens Fund of Newton also found that "Staying and aging in Newton is a goal for 88% of survey respondents" (page ix). JCHE's model of aging in community provides not only the opportunity for some to remain in Newton, but to do so in a more supportive environment than would be possible in a single family home.

Accessibility

The Housing Needs Analysis and Recommendations report showed that "Newton's growing senior population would be well served by increasing the supply of single level, elevator served residences in walkable and transit accessible locations, with design features as outlined in the Council on Aging's Age Friendly Housing Checklist" (page v). The proposed project will include ADA apartments and all apartments will be adaptable with universal design features that support residents as their physical needs change.

^{**}Includes 1 resident manager unit with no rent, and 1 unit with reduced rent set-aside for NEC graduate students.

Rents for all other units with no income restriction are proposed to be below a true "market rate."

Project TITLE Golda Meir House Expansion		
SUMMARY CAPITAL/DE	VELOPMENT BUDGET	
Uses of Funds		(rounded amounts)
Acquisition	\$500,000	
Construction costs (hard costs, general conditions, overhead,	profit, contingency)	\$23,300,000
Soft Costs		\$3,800,000
Developer Fee/Overhead		\$2,500,000
Reserves		\$600,000
D. TOTAL USES (sho	ould equal C. on page 1 and E. below)	\$30,700,000
Sources of Funds	Status (requested, expected, confirmed)	(rounded amounts)
Newton CPA Funds	Requested	\$3,250,000
Permanent Mortgage Loan	Expected	\$9,200,000
Federal and State Low Income Housing Tax Credit Equity	Expected	\$12,700,000
Utility Rebates	Expected	\$75,000
DHCD Subordinate Debt	Expected	\$3,400,000
Program Partner Contribution	Expected	\$1,500,000
Deferred Developer Fee	Expected	\$625,000
E. TOTAL SOURCES (should	ld equal C. on page 1 and D. above)	\$30,700,000
SUMMARY ANNUAL OPERATIONS & MAIN	TENANCE BUDGET (cannot use CPA fu	ınds)
Uses of Funds		(rounded amounts)
Management Fee		\$65,000
Administration		\$114,000
Maintenance		\$124,000
Resident Services		\$50,000
Security		\$20,000
Utilities		\$145,000
Reserves		\$24,000
Taxes, Insurance		\$105,000
Debt Service		\$569,000
Required Debt Service Coverage Ratio (1.10)		\$57,000
madamaa baataa maa (2.23)		
<u> </u>	IUAL COST (should equal G. below)	\$1,273,000
<u> </u>	IUAL COST (should equal G. below)	\$1,273,000 (rounded amounts)
F. TOTAL ANN	IUAL COST (should equal G. below)	
F. TOTAL ANN Sources of Funds		(rounded amounts)
F. TOTAL ANN Sources of Funds Residential Income	nts)	(rounded amounts) \$1,215,000
F. TOTAL ANN Sources of Funds Residential Income Wellness Center Income ("commercial" on budget attachment	nts)	(rounded amounts) \$1,215,000 \$85,000

Project TIMELINE	Phase or Task	Season & Year
Submit Comprehensive P	ermit (40B) Application to ZBA	2018 fall
40B permitting process		2018 fall - 2019 winter
Submit Full Proposal to C	PC	September 2018
CPC Public Hearing		October 2018
Submit Pre-application fo	or Rental Funding to DHCD	November 2018
City Council Committees	(Finance + TBD) Votes on CPC Recommendation	November/December 2018
Full City Council Vote on	CPC Recommendation	December 2018/January 2019
Invitation from DHCD to s	submit Full Rental Funding Application	December 2018
Submit Full Rental Fundin	ng Application to DHCD	February 2019
Finalize design/constructi	ion documents	2019 winter - summer
Assemble project financir	2019 full year	
Construction		2020 winter - 2021 spring
Lease-up		2021 fall

Project TITLE	Golda Meir H	Golda Meir House Expansion									
COMMUNITY CONTACTS	manager's qualifica	ist at least 3 Newton residents or organizations willing and able to comment on the project and its nanager's qualifications. No more than 1 should be a supervisor, employee or current work colleague of the roject manager or sponsor. For housing projects, at least 2 contacts should reside in or near the project's eighborhood.									
Name & title or organization Email Phone Mailing address											
Phyllis Chmara		chmara3@bellsouth.net	617-916-0531	160 Stanton Ave. #322							
Marion Miller		msmiller205@yahoo.com	216-789-5288	1938 Washington St. #304							
Fran Godine Engine 6		godine@comcast.net	617-694-9528	19 Crofton Rd Waban, MA 02468							

				• Provided by CPC stail, 13 July 2018.			
Project TITLE	Gol	da Meir Hous	e Expan	sion			
	Ψ (check off submitte	d attachme	nts here. See also supplemental checklist for housing proposals.			
REQUIRED.	Χ	PHOTOS	of existing	g site or resource conditions (2-3 photos may be enough)			
REQUIRED.	Χ	MAP	of site in I	relation to nearest major roads (omit if project has no site)			
	PR	OJECT FINANCES	printed an	nd as computer spreadsheets, with both uses & sources of funds			
Separate, detailed budget	X	contingencies, a	nd project	apital budget: include total cost, hard vs. soft costs and management – amount and cost of time from contractors or staff xisting staff must also be costed)			
attachments REQUIRED for full	X			udget, projected separately for each of the next 10 years and for operations or maintenance)			
proposal.	X		_	ment letters, letters of inquiry to other funders, fundraising plans, 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					
		SPONS	OR FINAN	CES & 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.)					
	Х	for project manager: relevant training & track record of managing similar projects					
	SITE CONTROL, VALUE & DEED RESTRICTIONS						
	Х	legally binding o	ption, pur	chase & sale agreement or deed			
	X	appraisal by an independent, certified real estate appraiser (required by CPA statute for real property acquisitions)					
	Χ	X owner's agreement to a permanent deed restriction for affordability					
REQUIRED	ZONING & PERMITTING						
for	Χ	short email confirming review by the Development Review Team (DRT)					
full proposal.	Х		brief property history : at least the last 30 years of ownership & use (ask CPC staff for assistance with sources)				
	Χ			plans: incl. lead paint, asbestos, underground tanks			
	X	zoning relief and comprehensive	•	required: incl. parking waivers, demolition or building permits, special permit			
	X	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 des	sign & cost	estimates: include site plan, floor plans & elevations			
	X	materials & finis	shes; highli	ight "green" or sustainable features & materials			
OPTIONAL for all proposals.		LETTERS of SI	JPPORT	from Newton residents, organizations, or businesses			

CPC staff note: On the Newton CPC website,

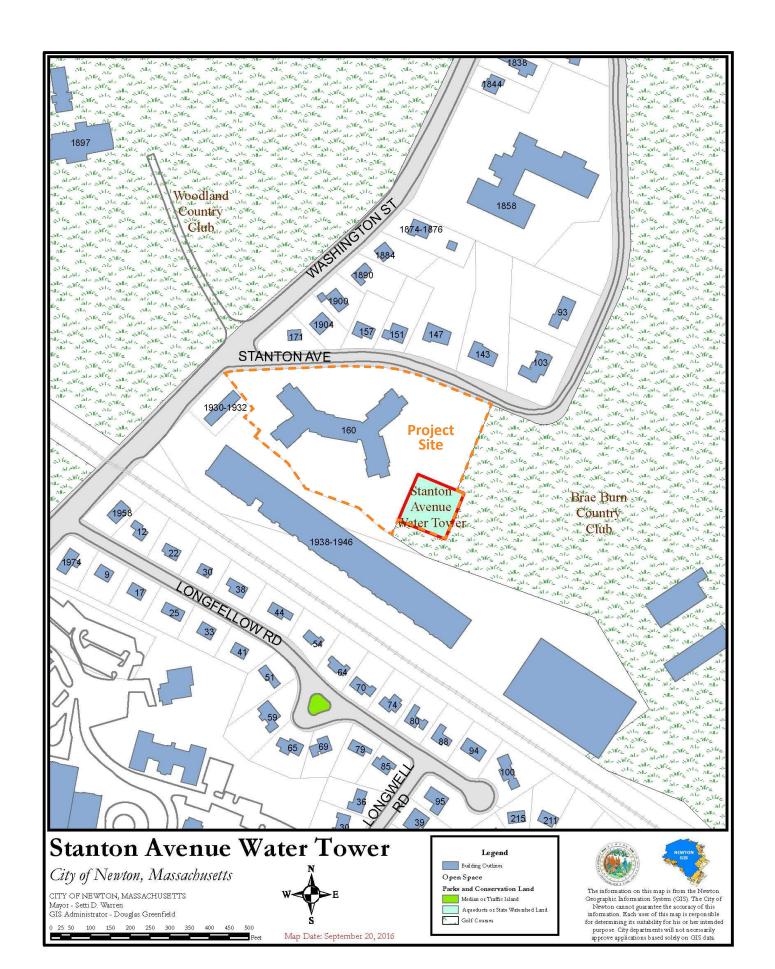
- -- The project's **completed architectural accessibility worksheet** is included at the end of the proposal's fair housing attachments in this file below.
- -- The long attachments struck out above are posted separately.

Project TITLE **Golda Meir House Expansion** Affordable Housing Proposal – Supplemental Attachments Checklist **Supplement to PHOTOS & MAPS** Α. optional See regular checklist. Χ В. **Supplements to PROJECT FINANCES** Χ Market analysis: including prevailing/trending rents or prices & target population required Rental subsidy, if any: sources, commitment letters or application/decision schedules **Supplements to SPONSOR FINANCES & QUALIFICATIONS** C. Non-profit ✓ Project LLC ✓ Organization mission & current housing portfolio, including how this project fits both; Χ summary of previous similar projects completed, with photographs required Board of Directors: including skills, experience, tenure & City board/commission affiliations Χ D. Supplement to COMMUNITY OUTREACH required **Community outreach plan & efforts to date** (1-2 page summary) E. FAIR HOUSING, ACCESSIBILITY, RELOCATION Affirmative marketing & resident selection plan Χ Fair housing: training completed, summary of any past complaints & their resolution required Χ Reasonable accommodation/reasonable modification policy Χ if needed Χ Relocation plans/ budget/ notices

CPC staff note: On the Newton CPC website,

- -- The project's **completed architectural accessibility worksheet** is included at the end of the proposal's fair housing attachments in this file below.
- -- The long attachments struck out above are posted separately.

A. Photos and Maps





Existing Aerial View



Proposed Aerial View









B. Project Finances

Golda Meir House Expansion							
Development Budget - Sources an	d Uses						
					Wellness	Residential	
SOURCES		USES	Total	Residential	Center	Per Unit	
Newton CPA Funds	\$3,250,000	Acquisition	\$500,000	\$475,816	\$24,184	\$6,896	
Permanent Loan	\$9,190,000						
Fed Tax Credit Equity	\$9,999,000	Construction					
State Tax Credit Equity	\$2,659,734	Cost of Construction	\$22,194,419	\$21,120,934	\$1,073,485	\$306,100	
Utility Rebates	\$75,900	Contingency	\$1,109,721	\$1,056,047	\$53,674	\$15,305	
DHCD Sub Debt	\$3,400,000	Subtotal Construction	\$23,304,140	\$22,176,981	\$1,127,159	\$321,406	
Program Partner Contribution	\$1,470,139					•	
Deferred Dev Fee	\$625,000	Soft Costs					
Total Sources	\$30,669,773	Architect & Engineering	\$1,331,665	\$1,267,256	\$64,409	\$18,366	
		Survey and Permits	\$375,983	\$357,797	\$18,185	\$5,185	
		Clerk of the Works	\$100,000	\$95,163	\$4,837	\$1,379	
		Environmental Engineer	\$50,000	\$47,582	\$2,418	\$690	
		Energy/Green Reporting	\$75,000	\$71,372	\$3,628	\$1,034	
		Bond Premium	\$177,555	\$168,967	\$8,588	\$2,449	
		Legal	\$175,000	\$166,536	\$8,464	\$2,414	
		Title/Recording	\$40,000	\$38,065	\$1,935	\$552	
		Accounting/Cost Cert	\$40,000	\$38,065	\$1,935	\$552	
		Marketing & Rent-Up	\$25,000	\$23,791	\$1,209	\$345	
		Real Estate Taxes	\$90,000	\$85,647	\$4,353	\$1,241	
		Insurance (Construction)	\$53,074	\$50,507	\$2,567	\$732	
		Appraisal	\$15,000	\$15,000	\$0	\$217	
		Construction Loan Interest	\$625,000	\$594,770	\$30,230	\$8,620	
		Inspecting Engineer	\$50,000	\$47,582	\$2,418	\$690	
		Construction Loan Fees	\$111,150	\$105,774	\$5,376	\$1,533	
		Perm Loan Fees	\$68,925	\$68,925	\$0	\$999	
		MIP	\$11,488	\$11,488	\$0	\$166	
		Other Financing Fees	\$5,000	\$5,000	\$0	\$72	
		Relocation	\$60,000	\$60,000	\$0	\$870	
		FF&E	\$20,000	\$20,000	\$0	\$290	
		Perm Loan Application Fee	\$3,000	\$3,000	\$0	\$43	
		DHCD Processing Fee	\$55,500	\$55,500	\$0	\$804	
		DHCD Compliance Fee	\$22,500	\$22,500	\$0 \$0	\$326	
		Soft Cost Contingency	\$179,042	\$171,014	\$8,028	\$2,478	
		Subtotal Soft Costs	\$3,759,881	\$3,591,302	\$168,579	\$52,048	
			ψ0,7 00,00 I	Ψ0,001,002	ψ.50,075	Ψ02,040	
		Developer Overhead	\$1,250,000	\$1,189,541	\$60,459	\$17,240	
		Developer's Fee	\$1,250,000	\$1,189,541	\$60,459	\$17,240	
		Operating Reserves	\$605,752	\$576,453	\$29,299	\$8,354.39	
		Subtotal Fees, etc.	\$3,105,752	\$2,955,535	\$150,217	\$42,834	
			ψ0,100,10 <u>2</u>	Ψ=,000,000	ψ100,217	Ψ -7 2,00 -7	
	+	Total Uses	\$30,669,773	\$29,199,634	\$1,470,139	\$423,183	

Golda Meir House Expansion	1:									
10 Year Operating Budget	i									
	1									
Jpdated Nov. 8, 2018	1									
	• •									
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 1
Income						.=				
Sec 8 Units	154,260	157,345	160,492	163,702	166,976	170,316	173,722	177,196	180,740	184,3
MRVP Units	326,328	332,855	339,512	346,302	353,228	360,292	367,498	374,848	382,345	389,9
LIHTC- 60% Units	282,264	287,909	293,667	299,541	305,532	311,642	317,875	324,233	330,717	337,3
NEC Units	9,600	9,792	9,988	10,188	10,391	10,599	10,811	11,027	11,248	11,4
Moderate + Market	436,200	444,924	453,822	462,899	472,157	481,600	491,232	501,057	511,078	521,2
Commercial	85,000	86,700	88,434	90,203	92,007	93,847	95,724	97,638	99,591	101,
Other	43,764	44,639	45,532	46,443	47,372	48,319	49,285	50,271	51,277	52,3
Gross Revenue	1,337,416	1,364,164	1,391,448	1,419,277	1,447,662	1,476,615	1,506,148	1,536,271	1,566,996	1,598,3
Vacancy	(71,121)	(72,543)	(73,994)	(75,474)	(76,983)	(78,523)	(80,094)	(81,695)	(83,329)	(84,9
Effective Gross Income	1,266,295	1,291,621	1,317,454	1,343,803	1,370,679	1,398,092	1,426,054	1,454,575	1,483,667	1,513,3
Percent Change		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2
Expenses										
Management Fee	64,683	65,976	67,296	68,642	70,015	71,415	72,843	74,300	75,786	77,
Administration/Payroll	114,000	117,420	120,943	124,571	128,308	132,157	136,122	140,206	144,412	148,
Maintenance & Operating	123,800	127,514	131,339	135,280	139,338	143,518	147,824	152,258	156,826	161,
Resident Services	50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,2
Security	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,0
Utilities	145,000	149,350	153,831	158,445	163,199	168,095	173,138	178,332	183,682	189,
Taxes, Insurance	105,000	108,150	111,395	114,736	118,178	121,724	125,375	129,137	133,011	137,0
Total Operating Expenses	622,483	640,510	659,066	678,165	697,823	718,058	738,885	760,324	782,390	805,1
Per Apartment	9,026	9,288	9,557	9,834	10,119	10,412	10,714	11,025	11,345	11,6
Percent Change	3,020	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2
r ercent change		2.370	2.370	2.370	2.370	2.370	2.370	2.370	2.370	
Net Operating Income	643,813	651,111	658,388	665,638	672,855	680,034	687,169	694,252	701,276	708,2
Replacement Reserves	(24,150)	(24,875)	(25,621)	(26,389)	(27,181)	(27,996)	(28,836)	(29,701)	(30,592)	(31,
Cash Flow after RR	619,663	626,236	632,767	639,248	645,674	652,038	658,332	664,550	670,684	676,
Debt Service										
First Mortgage P&I	(563,221)	(563,221)	(563,221)	(563,221)	(563,221)	(563,221)	(563,221)	(563,221)	(563,221)	(563,
MIP	(11,295)	(11,210)	(11,120)	(11,025)	(10,925)	(10,819)	(10,707)	(10,589)	(10,465)	(10,
DSCR	1.10	1.11	1.12	1.13	1.15	1.16	1.17	1.18	1.19	1
Cash Flow after Debt Service	45,147	51,806	58,426	65,002	71,528	77,998	84,404	90,740	96,998	103,
Cash Flow Priorty Payments										
Investor Asset Mgmt Fee	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,
Partnership Mgmt Fee	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,
Deferred Developer Fee	35,147	41,506	47,817	54,075	60,273	66,405	72,463	78,441	84,330	84,
Cash Flow to General Partner	0	0	0	0	00,270	0	0	0	0 1,000	5,
Cash Flow to Investor Limited Partner	0	0	0	0	0	0	0	0	0	0,
Total Priority Payments	45,147	51,806	58,426	65,002	71,528	77,998	84,404	90,740	96,998	103,
		,	,		,	, -	,		,	
Cash Flow after Priority Payments	0	0	0	0	0	0	0	0	0	

Non-CPA Funding

We intend to apply for state and federal financing in the Department of Housing and Community Development's (DHCD) Winter 2019 rental funding round. A pre-application is anticipated in Fall 2018.

These sources include the following:

- Low Income Housing Tax Credits (both federal and state)
- DHCD Subordinate Debt (combination of Affordable Housing Trust Funds, Housing Innovation Funds, and Housing Stabilization Funds)
- HOME (federal through DHCD)
- Section 8 and Massachusetts Rental Voucher Program (MRVP) project based vouchers

We will also apply for applicable rebates through various utility programs and pursue philanthropic capital grant opportunities.

Purchasing of Goods and Services

State: DHCD does not have an over-arching procurement policy for affordable housing projects. However, they do have procurement requirements for selection of the general contractor. If a general contractor is selected before the project is submitted, the sponsor will have to demonstrate at a later time that subcontractors were selected through a process demonstrating competitive pricing of construction. If the sponsor elects to choose a contractor after receiving a tax credit reservation, he or she must select the lowest qualified bidder from a pool of at least three bidders and must document the selection process to the Department's satisfaction. Regardless of which approach the sponsor selects, the Department will require a submission describing bidding procedures later in the tax credit process.

Local: We will work with the City of Newton to ensure compliance with applicable procurement policies.

Rental Subsidies

As part of the DHCD rental funding application, we will apply for Section 8 and MRVP project-based vouchers.

C. Sponsor Finances, Qualifications, and Institutional Support

JCHE COMBINED BALANCE SHEETS December 31, 2017

ASSETS	Total Properties	Total Support Entities	Eliminating Entries	TOTAL COMBINED 2017	TOTAL COMBINED 2016	
011775117 100570						
CURRENT ASSETS	\$ 11,508,014	\$ 11,868,354	\$ -	\$ 23,376,368	\$ 16.540.122	
Cash - operations Cash - entity	\$ 11,506,014 76,773	φ 11,000,354	\$ -	\$ 23,376,366 76,773	\$ 16,540,122 76,083	
Prepaid expenses	76,773 248,441	16,814	_	265,255	339,148	
Tenant accounts receivable	51,434	10,014	_	51,434	39,740	
Accounts receivable	584,980	151,602	-	736,582	1,559,475	
Other accounts and notes receivable	-	2,795,865	_	2,795,865	32,979	
Due from affiliates	-	3,015,821	(914,577)	2,101,244	189,355	
Pledges receivable - current portion, net	-	177,663		177,663	362,156	
Total current assets	12,469,642	18,026,119	(914,577)	29,581,184	19,139,058	
DEPOSITS HELD IN TRUST - FUNDED						
Tenant deposits	544,923	-	-	544,923	544,861	
RESTRICTED DEPOSITS AND FUNDED RESERVES						
Total restricted deposits and funded reserves	8,376,635	15,696,558	-	24,073,193	21,122,463	
LONG-TERM ASSETS						
Notes receivable	-	12,156,470	(4,642,632)	7,513,838	-	
Interest receivable from affiliate	-	876,227	(876,227)	-	-	
Investments	-	16,982,785	-	16,982,785	10,558,001	
Pledges receivable - non-current portion, net	-	27,633	-	27,633	60,500	
Sponsor notes receivable	-	27,071,498	(27,050,904)	20,594	19,729	
FIXED ASSETS						
Rental property, net	182,812,685		(4,236,954)	178,575,731	122,562,425	
Fixed assets - art work	-	21,550	-	21,550	21,550	
Furniture and equipment, net	-	50,134	-	50,134	73,308	
OTHER ASSETS						
Tax credit fee	136,446	<u>-</u>	-	136,446	142,966	
Deferred developer costs	-	1,635,508	- (4.070.000)	1,635,508	1,761,698	
Developer fee receivable	<u> </u>	1,679,389	(1,679,389)	<u> </u>	-	
Total long-term assets	191,870,689	76,197,752	(38,486,106)	229,582,335	156,867,501	
Total assets	\$ 204,340,331	\$ 94,223,871	\$ (39,400,683)	\$ 259,163,519	\$ 176,006,559	

JCHE COMBINED BALANCE SHEETS - CONTINUED December 31, 2017

LIABILITIES AND PARTNER'S EQUITY/NET ASSETS	Total Properties	Total Support Entities	Eliminating Entries	TOTAL COMBINED 2017	TOTAL COMBINED 2016	
CURRENT LIABILITIES						
Accounts payable and accrued expenses	\$ 8,492,198	\$ 696,340	\$ (110,490)	\$ 9,078,048	\$ 4,264,701	
Note payable - line of credit	-	104,261	-	104,261	104,261	
Due to affiliate	-	693,614	(693,614)	-	-	
Note payable - affiliate	-	42,384	(42,384)	- 25,000	- 25,000	
Sponsor note payable Mortgage payable - first mortgage, current maturities	- 995,104	25,000	-	25,000 995,104	25,000 1,216,314	
Other mortgages payable, current maturities	103,770	- -	-	103,770	49,665	
Miscellaneous current liabilities	995,682	-	(110,472)	885,210	603,991	
Deferred developer fee				<u> </u>	589,424	
Total current liabilities	10,586,754	1,561,599	(956,960)	11,191,393	6,853,356	
Tenant deposits held in trust (contra)	524,671			524,671	518,783	
LONG-TERM LIABILITIES						
Mortgage payable - construction loan	62,182,541	-	-	62,182,541	22,852,160	
Mortgage payable - first mortgage, net of current maturities	69,994,734	7,579,000	-	77,573,734	79,534,737	
Other mortgage payable, net of current maturities	31,071,976	-	(27,008,521)	4,063,455	18,976,580	
Other loans/notes payable - surplus cash, including accrued interest Miscellaneous long-term liabilities	20,934,424 4,235,275	-	(5,518,859) (1,679,389)	15,415,565 2,555,886	702,796 739,161	
Miscellaneous fortg-term liabilities	4,233,273		(1,079,369)	2,555,666	739,101	
Total long-term liability	188,418,950	7,579,000	(34,206,769)	161,791,181	122,805,434	
Total liabilities	199,530,375	9,140,599	(35,163,729)	173,507,245	130,177,573	
NET ASSETS						
Unrestricted net assets	-	83,864,682	-	79,627,728	53,912,208	
Temporarily restricted net assets	-	1,201,090	-	1,201,090	1,166,825	
Permanently restricted net assets	4 000 050	17,500	-	17,500	17,500	
PARTNERS' EQUITY (DEFICIT)	4,809,956		-	4,809,956	(9,267,547)	
	\$ 204,340,331	\$ 94,223,871	\$ (35,163,729)	\$ 259,163,519	\$ 176,006,559	

JCHE
COMBINED STATEMENT OF ACTIVITIES
For the year ended December 31, 2017

	Total Properties	Total Support Entities	Eliminating Entries	TOTAL COMBINED 2017	TOTAL COMBINED 2016	
REVENUE						
Net rental revenue	\$ 29,500,853	\$ -	\$ -	\$ 29,500,853	\$ 26,142,897	
Nursing home/Assisted living and other revenue	412,847	-	-	412,847	282,647	
Financial	80,173	-	-	80,173	37,016	
Other:						
Other	1,070,386	-	-	1,070,386	122,674	
Program revenue	-	1,338,808	(198,447)	1,140,361	1,341,771	
Fee revenue	-	6,957,997	(6,742,928)	215,069	121,644	
Grants and contracts	-	468,620	-	468,620	(1,851)	
Contributions	-	2,889,368	(505,704)	2,383,664	1,581,204	
Dividend and interest income	-	1,522,337	(1,306,540)	215,797	166,981	
Miscellaneous income	-	1,068,184	(1,136,045)	(67,861)	128,246	
Realized gains on investments		227,354		227,354	99,688	
Total revenue	31,064,259	14,472,668	(9,889,664)	35,647,263	30,022,917	

JCHE COMBINED STATEMENT OF ACTIVITIES - CONTINUED For the year ended December 31, 2017

	Total Total		Eliminating	TOTAL COMBINED	TOTAL COMBINED	
	Properties	Support Entities	Entries	2017	2016	
EXPENSES	•	• • • • • • • • • • • • • • • • • • • •				
Administrative	4,817,596	-	(3,238,622)	1,578,974	3,034,706	
Utilities	2,479,587	-	-	2,479,587	2,610,539	
Operating and maintenance	4,252,839	-	-	4,252,839	3,485,375	
Taxes and insurance	3,285,261	-	-	3,285,261	3,210,906	
Financial	5,314,656	-	(498,084)	4,816,572	8,992,177	
Management operations:			,			
Administrative	-	2,339,792	-	2,339,792	1,973,506	
Payroll	-	20,813	-	20,813	30,799	
Payroll taxes and benefits	-	625,943	-	625,943	450,015	
Data processing - computer services	-	52,028	-	52,028	46,043	
Property management	-	18,775	-	18,775	20,142	
Other	-	1,346,663	-	1,346,663	155,035	
Professional Fees	-	19,018	-	19,018	40,087	
Programs expenses	-	4,665,079	(198,447)	4,466,632	2,659,633	
Development related expenses	-	758,177	-	758,177	682,472	
Fund Raising:	-	133,858	-	133,858	170,629	
Nursing home/Assisted living and other elderly care	698,239	-	-	698,239	343,136	
Total cost of operations before depreciation and amortization	20,848,178	9,980,146	(3,935,153)	26,893,171	27,905,200	
Income before depreciation and amortization	10,216,081	4,492,522	(5,954,511)	8,754,092	2,117,717	
Depreciation and amortization	3,957,067	17,702		3,974,769	3,621,545	
Operating income (loss)	6,259,014	4,474,820	(5,954,511)	4,779,323	(1,503,828)	
Mortgager entity expense (income) :						
Excess residual receipts	-	-	-	-	99,709	
Interest of note payable	808,456	-	(808,456)	-	-	
Entity revenue (gain or loss on sale)	-	-	-	-	-	
Incentive management fees	909,101	-	(909,101)	-	-	
Other expenses	1,458,219	-	-	1,458,219	-	
Professional fees	(32,961)	-	-	(32,961)	1,969	
Non-operating revenue and expenses:						
Unrealized (gain) loss on investments	-	(1,221,097)	-	(1,221,097)	(94,726)	
Additional minimum pension liability		<u> </u>		<u> </u>	(223,301)	
Total entity expenses (income)	3,142,815	(1,221,097)	(1,717,557)	204,161	(216,349)	
Net income (loss)	\$ 3,116,199	\$ 5,695,917	\$ (4,236,954)	\$ 4,575,162	\$ (1,287,479)	

JCHE COMBINED CASH FLOW For the year ended December 31, 2017

	Total Total Properties Support Entities			TOTAL COMBINED 2017		TOTAL COMBINED 2016			
Net cash provided by/(used by) operating activities	\$	10,127,946	Q	\$	252,238	\$	10,380,184	\$	14,291,601
Net cash provided by/(used by) investing activities		(64,905,631)			(5,116,683)		(70,022,314)		(36,727,627)
Net cash provided by/(used by) financing activities		60,406,303	_		(14,250)		60,392,053		30,216,635
Net increase/(decrease) in cash		5,628,618			(4,878,695)		749,923		7,780,609
Cash, beginning		5,956,169	_		16,747,049		22,703,218		9,440,930
Cash, Ending	\$	11,584,787	_	\$	11,868,354	\$	23,453,141	\$	17,221,539

JCHE's Mission

Inspired by Jewish values, JCHE welcomes seniors from all backgrounds and enables aging in communities of engagement, connection and purpose by:

- Providing superior housing that is broadly affordable
- Continually evolving support services to meet the needs of our diverse residents as they age
- Building connections and community within our walls and in our surrounding neighborhoods
- Promoting aging in community as a first choice

Current Housing Portfolio

Since its founding in 1965, JCHE has developed seven distinct properties across four campuses and 1,258 units: Ulin House (239 units), Leventhal House (254 units), Kurlat House (209 units) and Weinberg House (61 units under construction) currently make up our Brighton, MA campus. There are two campuses in Newton, MA, Golda Meir House (199 units) and Coleman House (146 units). There is one campus in Framingham, MA Shillman House (150 units). All developments are fully occupied and financially solvent. JCHE is an owner, manager and service provider and the convergence of all these roles makes JCHE uniquely qualified to perform each one.

Recent Development Experience

Harry and Jeanette Weinberg House (2018)

The Harry and Jeanette Weinberg House, located at 132 Chestnut Hill Avenue in Brighton, will expand JCHE's supportive senior housing campus in Brighton with 61 new units. In addition to delivering high-quality, service-enriched affordable housing, the building includes a ground floor commercial use, advancing JCHE's vision for senior housing that serves as a neighborhood center for its residents and surrounding community. Construction began in September 2017, with an expected completion in late 2018.

A bridge connecting the new building to JCHE's existing 700-unit Brighton campus will allow the residents of Weinberg House to access our senior-specialized fitness center, computer center, multilingual library, auditorium, art room, meeting rooms and lounge areas. Residents will also access our intergenerational programming, an active schedule of lectures, concerts, events and discussion groups, and have access to JCHE's handicapped accessible van. A team of 8 (7.5 FTE's) resident service coordinators will help residents navigate concerns both small and large.

Fifty-six of the 61 apartments will be one-bedroom, and the remaining five units will be studios. JCHE will further its mission by achieving the highest standards of universal design possible in

apartments and throughout the building and site, so that residents can make Weinberg House home regardless of physical ability. The building will also meet LEED Silver and Enterprise Green Community standards.

In addition to providing units for Extremely Low Income households, Weinberg House will serve two special populations: chronically homeless and individuals aging with developmental disabilities. Through a service partnership with Hearth, JCHE will house seven homeless or chronically homeless seniors who are transitioning into permanent housing. JCHE's resident services staff will work closely with Hearth placement and support services staff to support a successful transition from homelessness to permanent housing. JCHE is also very excited to collaborate with Advocates to provide housing for five adults aging with lifelong developmental disabilities.

Golda Meir House Renovation (2017-2018)

Golda Meir House, built over two phases in 1978 and 1995, has 199 units: 193 one-bedroom units and 6 two-bedroom units. With a \$71 million preservation and modernization transaction, JCHE is currently leading an occupied rehab with a total ground floor redesign and reconfiguration to serve as a "Village Center" with many inviting community spaces. Funded through Newton's CDBG program, LIHTC equity, a new permanent mortgage, utility rebates, and seller financing, the renovation includes an overhaul of the building systems for a 30-year life cycle investment and requires coordinating tenant moves, asbestos abatement and temporary relocation of the kitchen to continue offering the lunch program while the kitchen and dining room are renovated.

Once completed, the units will be new from the "studs in," allowing for some insulation to be added to the exterior walls. The kitchens, with new cabinetry and energy star appliances, were reconfigured for increased accessibility and to provide natural light. Complete bathroom renovations included converting step-in tubs to low-barrier showers with seats and grab bars. All lighting in the units has been increased to tenant needs and each unit now has its own thermostat, allowing tenants to regulate temperature in their own unit for the first time. Because of the level of complexity, virtually everyone at JCHE has had a role in this project with a high level of engagement with the Golda residents.

Genesis House/Kurlat House Renovation (2016-2018)

JCHE is currently under construction with a \$81 million preservation and modernization transaction of Genesis House utilizing LIHTC equity and a new permanent mortgage. In 2016, Genesis House was renamed the Gita and Saul Kurlat House but the legal entity will continue to be Genesis House. Genesis House was built in 1978 and has 209 units, containing 189 one-bedrooms and 20 two-bedrooms. The renovation project is very similar to Golda Meir House in scope in that it is an occupied rehab of all of the apartments from "the studs in" with kitchen, bathroom and lighting universal design features. The project is also installing new building systems for a 30 year life cycle investment. Since the Multipurpose Center was recently renovated in 2011 (described below), only portions of the ground floor program spaces will be renovated. These include the Adult Day Health Center and the basement of the building. Similar to Golda Meir House, the tenants were highly engaged in the apartment redesign efforts.

Ulin House (2015)

In 2015, JCHE completed a \$21 million preservation transaction of Ulin House. Built in 1971, Ulin is a 242-unit building containing 170 studios and 72 one-bedroom units. The project was an occupied rehab, and required coordinating tenant moves, asbestos abatement, and construction in a building housing JCHE's most frail tenants. In addition, a new front entrance was created including a glass back wall and ceiling. This "greenhouse" has become a popular place for tenants to gather for conversation, and provides a sheltered spot for tenants waiting for a ride to the store or doctor.

Genesis House Multipurpose Center (2011)

In 2011, JCHE completed the expansion and renovation of the Genesis Program Center. Originally, the space provided a connection between the two towers of Genesis and included an auditorium. Over the years, hallway space had been captured to provide much-needed office space. The renovation added 9,420 square feet, including a 3,900 sf second story. The cost of the project totaled \$5.5 million, combining \$1.75 million of excess replacement reserves with \$3.75 million realized from the preservation transaction involving JCHE's Leventhal House.

The new Program Center has become the hub of resident programs and services. The renovated auditorium is now fully accessible and a backstage area, also accessible, was added. In addition, hearing assist devices are now available for hearing impaired tenants and there is a system that allows for simultaneous translation of programs into three different languages. The new Multi-Language Library houses collections in Russian, Chinese and English with tenants volunteering for librarian duty. The new Computer Center doubled our space for tenants and now provides a drop-down screen for classes to be easily taught. The Fitness Center is substantially larger, offering more strength training and aerobic, senior friendly equipment. The Wellness Center has allowed JCHE to provide space for chiropractors, podiatrists, and nurse practitioners to answer questions and counsel tenants on healthy lifestyle choices. The Multipurpose Room and Community Kitchen are used all day, every day for fitness classes, language classes, small groups, cooking demonstrations, and other tenant activities. The renovation added a covered area for drop off and pick up that is universally designed for maximum usage. Finally, an upper level porch, complete with rockers and conversation benches, provides a covered and much-adored outdoor space.

Shillman House (2011)

Shillman House was JCHE's first new residential project in 15 years. A \$42 million project, the 150-unit Shillman House is a certified Enterprise Green Community. As such, it includes increased insulation, a geothermal heating system, solar PV, water saving faucets, toilets and showers, low VOC paints and carpets, and drought resistant landscaping. Shillman is JCHE's first mixed-income community, combining Section 8, LIHTC units, and market rate units. Fourteen sources of financing were used in Shillman including MHFA Permanent loan, HUD 202, LIHTC, TCAP, PDA, AHTF, HSF, HIF, CBH, HOME and \$5 million of privately raised philanthropic equity. This 150-unit mixed-income senior development has already won the distinction of a "Community of Quality" by the New England Affordable Housing Management Association.

Lizbeth Heyer Chief of Real Estate Development



PROFESSIONAL EXPERIENCE

Jewish Community Housing for the Elderly | Boston, MA Chief of Real Estate Development

March 2014 – Present

- Create and manage an innovative and highly skilled real estate team
- Lead refinance and modernization to stabilize existing properties and leverage equity for expansion
- Secure and oversee new development opportunities that support JCHE's "Aging in Community" model
- Leverage creative development partnerships to expand and enhance JCHE's mission to allow seniors to age in vibrant communities in their own homes for as long as possible.

MA Department of Housing and Community Development

Aug. 2010 - March 2014

Associate Director, Division of Public Housing and Rental Assistance

- Managed 83-person division overseeing 242 local housing authorities with 55,000 units, 9 regional agencies administering 27,000 state and federal rental vouchers, and \$90M homeless prevention program
- Co-chaired Governor's Commission on Public Housing Sustainability and Reform resulting in consensus recommendations to provide more efficient and cost-effective housing authority administration, greater transparency and accountability, and better tenant services
- Led and implemented significant administrative reforms, innovative funding initiatives, and legislation to consolidate 242 Local Housing Authorities into six regional bodies.
- Led division's work on the Governor's homeless reform by creating the HomeBASE program and expanding the Residential Assistance for Families in Transition program
- Launched a web-based capital planning and asset management system to target funding and measure the effectiveness of capital and operating projects for the state's public housing portfolio.
- Expanded Family Self-Sufficiency and Moving-to-Work programs

MA Department of Housing and Community Development

Nov. 2007 – Aug. 2010

Director of Program Development, Division of Public Housing and Rental Assistance

- Launched gubernatorial initiatives to restore and preserve 55,000 unit public housing portfolio.
- Managed team to develop new initiatives and integrate them into the business practices of the
 division including new mixed-finance program, green energy and water conservation investments,
 and a capital planning system. Team raised over \$50M in federal and private resources for
 greening of state-aided public housing and leveraged over \$25M in private equity for state-aided
 public housing modernization.
- Integrated capital and operating programs into a comprehensive asset management system.
- Spearheaded design of a formula funding system to realign DHCD's modernization program to preserve distressed public housing portfolio.
- Led DHCD staff and housing authorities through a comprehensive planning process that built a strong consensus in support of formula funding.
- Led transformation of DHCD's inspection program into a high quality technical assistance operation to improve housing authority maintenance practices.

Jamaica Plain Neighborhood Development Corporation | Boston, MA April 1993 – Oct. 2007 **Associate Director of Real Estate** (2002-2007)

- Planned and developed affordable housing and mixed-use projects totaling over \$80M
- Acquired, planned, permitted and funded 3.5 acre Blessed Sacrament property resulting in \$50M project with 118 mixed-income housing units, 7,500 square feet of retail space, redevelopment of historic church building, two school buildings and a one acre public plaza and green space.

- Built and maintained relationships with community stakeholders, lenders and development partners
- Supervised staff of 3 that developed a prominent \$20M TOD parcel resulting in 30 affordable housing units and 6,000 square feet of retail and non-profit office space, refinanced and converted a 60 unit building into mixed-income condominiums, and sold 23 homes for first-time homebuyers.

Senior Project Manager (1995-2002)

- Acquired and financed Pondview Apartments, a 60-unit HUD expiring-use project
- Acquired and financed public and private vacant land, resulting in 20 first-time homebuyer homes
- Directed year-long strategic planning initiative for organization's housing development strategy
- Coordinated and taught first-time homebuyer training program

Project Manager (1993-1995)

- Constructed 41 unit limited equity cooperative and oversaw training of co-op organization
- Coordinated community planning process for 45-unit abandoned property resulting in redevelopment under HUD's 202 program

Castle Square Tenants Organization | Boston, MA Interim Executive Director

Oct. 1992 – March 1993

- Interim Executive Director
 - Provided technical assistance for fiscal management and organizational and board development.
 Managed relationship with Winn Management, CSTO's development partner for 500-unit HUD
 - expiring-use project.

Massachusetts Tenants Organization, Boston, MA

Oct. 1986 – Aug. 1990

Tenant Organizer and Legislative Director

- Directed city, state and federal HUD expiring-use preservation campaigns.
- Organized tenant groups in over 30 subsidized buildings across Massachusetts
- Coordinated successful grassroots fundraising projects.

AWARDS AND RELATED EXPERIENCE

Ricanne A. Hadrian Community Development Award, Massachusetts Association of Community Development Corporations, 1998

Federal Home Loan Bank Affordable Housing Competition, 2007

Provided support and mentoring to graduate student team for development of 13-acre MBTA parcel

Jamaica Plain Neighborhood Council Community Development Committee, 1998-2005

Minton Stable Gardens Steering Committee, Volunteer Member, 1999-2004

Participated in community effort to preserve, fund and renovate 40 plot community garden.

Massachusetts Association of Community Development Corporations, Housing and Investment Committee, 1993-2000

EDUCATION

Massachusetts Institute of Technology | Cambridge, MA

M.A. in City Planning, 1992

University of New Hampshire | Durham, NH

B.A. in Anthropology/Psychology, 1986

Zoe Weinrobe Director of Real Estate Innovation



PROFESSIONAL EXPERIENCE

Jewish Community Housing for the Elderly | Boston, MA *Director of Real Estate Innovation*

2016 - Present

- Manage all aspects of JCHE's senior affordable rental development projects throughout greater
 Boston, both new construction and preservation/renovations. Tasks include strategic analysis and
 review for new real estate development opportunities, program development, innovative financing
 strategies, building complex financial models, hiring and overseeing project team members,
 procuring contractors and consultants, negotiating contracts, managing the zoning and permitting
 processes, manage financial closings, and oversee construction.
- Current projects include:
 - \$71 million preservation and renovation of a 199-unit existing HUD 202 property with both Section 8 and PRAC rental assistance utilizing 4% LIHTC equity, tax-exempt bonds, utility rebates, and seller financing.
 - \$25 million 40B Comprehensive Permit new construction project including 62-units of mixed-income affordable rental housing, ground floor retail and common space utilizing 9% and MA LIHTC equity, city and state soft debt, and other public and private financing.

Recap Real Estate Advisors | Boston, MA

2013-2016

Vice President, 2015- 2016 and Principal Consultant, 2013- 2015

- Managed complex affordable housing transactions on behalf of client owners including advising clients on financial feasibility, transaction timing, due diligence documentation; building of complex financial models; preparation of funding applications; and overseeing closings
- Led the Rental Assistance Demonstration ("RAD") practice group, both public housing conversions and conversions of Moderate Rehab, Rent Supp, and RAP HAP contracts to project-based Section 8, including advising public housing authorities and private owners on RAD conversion feasibility; preparation and submission of RAD applications; manage all interaction and processing requirements with HUD; preparation of project proformas, public and private funding applications; and overseeing closings.
- Prepared responses to Requests for Proposals and Qualifications
- Projects included:
 - One of the first RAD conversions in the country, a \$26.3 million preservation and renovation
 of a 142-unit elderly/disabled public housing property in Ventura, CA utilizing 9% LIHTC
 equity, seller financing, utility rebates, and other public and private financing.
 - Two RAD conversions of expiring Rent Supp contracts to 15-year project-based Section 8
 HAP contracts, including maximizing utilization of project-based vouchers through the payoff of state-insured 236 loans and interest reduction payment (IRP) de-couplings.

Urban Edge Housing Corporation | Boston, MA

2007-2013

Senior Project Manager, 2011-2013 and Project Manager, 2007-2010

- Managed all aspects of urban real estate development projects, primarily affordable housing and mixed-use projects.
- Supervised Project Manager and Project Associate on project-related tasks.
- Projects included:
 - Two scattered site preservation and renovation projects (\$22.4 million, 82-units; \$24.2 million, 101-units) utilizing 4% LIHTC equity, tax-exempt bonds, MA historic tax credits, utility rebates, and other public and private financing.

\$18 million green historic preservation and renovation of a 103-unit, scattered site property, utilizing ARRA-funded tax credit exchange funds, MA historic tax credits, Enterprise Green Communities funding, Federal Home Loan Bank of Boston Affordable Housing Program funding, and other public and private financing.

City of Cambridge Community Development Department | Cambridge, MA Housing Planner

2004 - 2007

- Assessed feasibility of new affordable housing and preservation opportunities and need for City subsidy including site identification, zoning analyses, financial feasibility, underwrote proposed loans, identified financing strategies, and weighed public benefit
- Managed permanent and construction loans for 12 projects totaling more than \$22 million, including closings, disbursements, repayments, and draft loan commitments and contracts
- Oversaw two CDBG-funded programs with local non-profits: a home improvement program for low- and moderate-income homeowners and a rehab program for owners of affordable multifamily rental properties.
- Administered the City's Inclusionary Zoning Ordinance with the private development community
- Assisted with new housing policies and programs for low- and moderate-income residents

Massachusetts Department of Housing and Community Development | Boston, MA Rappaport Fellow

- Developed a database of DHCD-funded projects to create threshold criteria including debt service, cash flow, developer fees, construction and operating costs, to be used to analyze future projects.
- Investigated affordable housing developments at-risk of losing affordable units due to expiring affordability restrictions and researched options for preserving or extending their affordability.
- Competitive Public Policy Summer Fellowship program funded by the Rappaport Institute at the Kennedy School of Government, Harvard University.

Telesis Corporation | Boston, MA

2000 - 2002

2003

Assistant Project Manager

- Assisted in the development of mixed-income, affordable housing, and small-scale commercial developments across the country including working with residents, community and government stakeholders; project budgeting; grant applications; scheduling; and GIS mapping.
- Prepared RFP/RFQ responses for new affordable housing and commercial development
- Collaborated on three \$35 million HOPE VI applications to revitalize severely distressed public housing.

AFFILIATIONS/ACCREDITATIONS

Just-A-Start Corporation, Board of Directors (2010 – Present) Jackson Square Partners, Board of Directors (2015 – Present) LEED Accredited Professional

EDUCATION

Massachusetts Institute of Technology | Cambridge, MA Master in City Planning, 2004 Concentration in Housing Finance, Economics, and Policy

Cornell University | Ithaca, NY

Department of Urban and Regional Studies, Bachelor of Science with Honors, 1999

Rachel Belanger Project Manager



PROFESSIONAL EXPERIENCE

Jewish Community Housing for the Elderly | Boston, MA

August 2017 – Present

- Project Manager
 - Project Manager for new construction and renovation projects in Greater Boston area
 - Assist other project teams with research such as zoning analysis, healthcare policy, supportive services, universal design, and sustainability

Sasaki Associates | Watertown, MA

June - Aug. 2016

- Planning Intern
 - *Institutional master planning:* created site and context analysis of physical conditions, accessibility, and property ownership
 - Higher education campus planning: produced visualizations of classroom utilization, facility condition, and walkability
 - Parks planning: wrote case studies and recommendations on funding opportunities, shared streets design, tree canopy targets, cultural landscape reports, and park management plans; analyzed benchmark data for an operations assessment of a public parks agency

Massachusetts Institute of Technology | Cambridge, MA

Nov. 2015 - March 2016

- Campus Planning Intern
 - Analyzed data and prepared presentations on development capacity, land use, and peer institutions
 - Created presentation to synthesize issues and strategies from past 20 years of campus planning
 - Provided additional research, analysis, and drawings as need to support campus planning activities

Skidmore Owings & Merrill LLP | Chicago, IL

July 2012 – May 2015

Communications Coordinator

- Led proposals for campus planning, urban design, and other master planning services
- Managed day-to-day activities of "The Governor's Chair for Energy and Urbanism" a teaching and applied research partnership with The University of Tennessee and Oak Ridge National Laboratory
- Produced public communications for the City Design Practice, including press releases, op-eds, content for som.com, Twitter, and blog
- Assisted clients in writing grant proposals, such as to U.S. EPA, U.S. DOE, and IL Dept. of Natural Resources
- Supported project teams with research and report-writing

Edelman | Chicago, IL

Feb. – July 2012

Business + Social Purpose Intern

- Wrote internal and external communications related to corporate sustainability and social responsibility for several Fortune 500 companies
- Conducted benchmarking research on corporate sustainability initiatives and reporting practices

Growing Home, Wood Street Urban Farm | Chicago, IL

Jan. 2009 - May 2010

- Sustainability Analyst
 - Assisted with job-readiness training program for formerly homeless individuals, farm production, and farmers market sales
 - Implemented pilot study on energy efficiency of local food production with UChicago's Feeding the City Project
 - Built and maintained database of harvest records and inputs to the farm
 - Prepared report and trained researcher to continue partnership in the 2010 season

EDUCATION

Massachusetts Institute of Technology | Cambridge, MA

Master in City Planning, 2017

Concentration in City Design and Development

Select Coursework: Mixed-Income Housing, Real Estate Ventures, Real Estate Products, Real Estate Investment and Finance, Tools for Socially Responsible Development

University of Chicago | Chicago, IL

Bachelor of Arts in Environmental Studies with Honors, 2011 Phi Beta Kappa Society

Archeworks | Chicago, IL

Certificate in Public Interest Design, 2010

JCHE Policy Board Members

Rita Blanter

Rita is the principal and owner of International Health Services/Solutions, a home care service agency. She also serves as Director of Serenity Care's non-profit Adult Day Health Program. Rita has a Master's degree in Health Policy and Management from Harvard's School of Public Health. She offers a very valuable perspective to the Board; her parents and her grandmother currently live at JCHE.

Donald M. Bloch

Donald joined Posternak Blankstein & Lund LLP's Real Estate and Business Practice Groups in 2001, following 35 years of practice at Boston's Lane Altman & Owens LLP. Donald conducts a general business practice representing businesses engaged in providing professional services and in manufacturing, distribution and retailing. He also concentrates on commercial real estate development and representation of both landlords and tenants in long term leasing transactions.

Laura Efron

Laura Efron is a longtime community volunteer with a background in social work. Laura and her husband Bruce own Cambridge Street Realty, LLC a property management company in Boston.

Robert Gifford

Rob Gifford has lived in Newton, Massachusetts, for the past 23 years with his wife, Claire Sokoloff, and children Ben '10, Alison (19) and Danny (15). After many years as a real estate investment advisor Rob had recently retired and was considering a future in local politics when the phone rang. He is now president and CEO of AIG Global Real Estate Investment Corp., a division with more than \$24 billion in commercial properties across the world and more than 300 staff. Like the rest of AIG this business unit is going through a major restructuring and divestment process. Rob has put his political plans on hold while he tackles his new responsibilities. Rob previously served on the Newton Economic Development Commission and as Newton's representative on the Metropolitan Area Planning Council, but does not serve on any current City of Newton boards or commissions

Catharyn Gildesgame

As Vice President for Strategic Planning and Implementation, Catharyn Gildesgame, MBA, provides on-going leadership for developing and executing hospital strategies and supports the McLean Board of Trustees Strategy Committee. Ms. Gildesgame came to McLean to guide the implementation of the recently completed 2008 strategic plan. Organizational initiatives include increasing capacity to attain and sustain high performance, strengthening professional and workforce development, solidifying staff health and wellness programming and employee recognition processes, and reinforcing best customer service practices throughout the hospital. Before coming to McLean in 2009, Ms. Gildesgame served in leadership roles at Partners HealthCare Research Management/Research Ventures and Licensing, Massachusetts General Hospital Clinical Research Program and Boston Children's Hospital. She has led several teams at McLean, Massachusetts General Hospital and Partners HealthCare that have received Partners in Excellence Awards.

Stacy Goodman

Stacy Goodman has more than 20 years of experience in developing strategic change and talent management strategies to achieve significant corporate growth. She has managed large-scale growth, M&A, and business transformation for some of the world's largest companies, including Pfizer, Lockheed Martin, Capital One, Daimler, and PepsiCo. Her success in tackling changes uses a multi-disciplined approach focusing on process, talent, service delivery, innovation, geography, outsourcing and operations/infrastructure. She serves as an executive coach advisor to top-level executives at some of the largest companies in the world, focusing on role transitions, integrating new executives into existing structures, retaining the value of executives in mergers, and maximizing the success of executives promoted to new levels of responsibility.

Amy Gorin

Amy is a passionate advocate of lifelong Jewish learning and is actively engaged in a variety of roles that promote Jewish living and learning, including serving on the Board of the Commission on Jewish Continuity & Education and previously on CJP's Adult Learning Steering Committee. She is Chair of the Leadership Development Institute (LDI) of CJP. Amy also serves on the board of Temple Beth Elohim, and is a member of the Strategic Planning Committee for Community Servings, a not-for-profit food and nutrition program providing services throughout Massachusetts to individuals and families living with critical and chronic illnesses. Amy has been actively engaged in the political process serving as Co-chair of both the initial and reelection campaigns for Governor Deval Patrick. An experienced mediator, she has provided mediation training for corporate and non-profit executives and middle and high school students across Massachusetts. Amy has also been trained as a Life Coach, receiving a coaching certification from the Newfield Network. She was born and raised in Montreal, Quebec, and received her B.A from Connecticut College. Amy and Norm have three sons: David, 31, a writer and poet living and teaching in New Haven; Andrew, 27, a writer and poet living and teaching in Brooklyn; and Will, 24, a musician also living in Brooklyn.

Merle L. Grandberg

Merle's connection to JCHE began when her parents Selma and Ben Lane moved to Golda Meir House. When her mother passed away the following year, Merle was concerned about how her father would manage. With the support of staff and fellow residents, Merle watched him flourish. The depth of his happiness propelled Merle to dedicate her talents so that others could experience the supportive, vibrant JCHE community that was so life-affirming for Ben. Merle has held JCHE's key leadership positions. For eight years, she chaired the Fund Development Committee, which included spearheading the record-setting Shillman House capital campaign. Since 2009, she has served as the chair of JCHE's Board of Directors, guiding the organization with determination, inspiration and pride. For over 20 years, Merle has assumed a range of leadership roles at Combined Jewish Philanthropies, including presidency of the prestigious Women's Philanthropy. As a volunteer with the Greater Boston Jewish Coalition for Literacy, Merle devotes time weekly to helping inner-city children improve their reading skills. Along with her husband James, Merle has set a stellar example of tikkun olam for their children, Will and Alexis. Merle's exemplary commitment to repairing the world is evident daily. Her dedication and generosity make it possible for otherwise vulnerable seniors to have peace of mind, a sense of purpose and the warmth of JCHE's communities.

Donna Kalikow

Donna Kalikow has served on the JCHE Policy Board since 2012 as Treasurer before being elected Chair in 2017. Donna's previous tenure was at the Harvard Kennedy School as Executive Director of the Center for Public Leadership for over seven years and at the Harvard School of Public Health as Associate Director of the National Preparedness Leadership Initiative for two years. She deeply believes that leadership can be taught and that leaders can affect change for the common good. Donna was elected to four terms (1992-2003) on Brookline's Board of Selectmen, serving three of those years as Chairman of the Board. A passionate advocate for seniors, Donna led the effort to approve and build a senior center serving over 8,000 seniors. She also established the first affordable housing office in the Town and created a Housing Trust Fund with contributions exceeding \$5 million. Donna is a Certified Public Accountant with over 20 years of private sector experience. She is a lifelong Jewish community advocate, activist and volunteer. She is married with three daughters and three grandchildren and now lives in Boston after living in Brookline for 40 years.

Bernard Kaplan

Bernie is a Managing Director and Leader of the Retirement and Benefit Plan Services Group at CBIZ & MHM New England (formerly CBIZ Tofias). He joined the company in 1985. Bernie consults on a wide variety of employee benefits topics with particular emphasis on retirement plans, executive compensation, nonqualified deferred compensation and 409A, and healthcare reform. He is responsible for providing design implementation and administration for retirement plans, including profit sharing, pension, 401(k), 403(b), 457, and employee stock ownership plans (ESOPs). He also represents clients before the IRS and DOL. Bernie has over 30 years experience as a pension consultant. He is a frequent speaker and has authored several articles on retirement plan design. Additionally, he has provided technical support to government officials and expert testimony regarding the private pension system. Bernie is the founder and past Chairman of the BKR Prototype Retirement Program. He was also an adjunct professor at Boston University, teaching a course in retirement planning for the University's Certified Financial Planning (CFP) Program.

Rudolph Kass

Rudolph Kass was born in Magdeburg, Germany, and immigrated to Arlington at the age of three. Justice Kass received his B.A. from Harvard College in 1952 and his J.D. from Harvard Law School in 1956. Prior to his appointment to the Appeals Court, Justice Kass joined and later became a partner in the Boston law firm Brown, Rudnick, Freed & Gesmer (now Brown Rudnick LLP), where he specialized in real estate with a concentration in urban affairs. In 1965, Justice Kass served as counsel to a special legislative committee that drafted a statute creating the Massachusetts Housing Finance Agency, now known as MassHousing. In 1979, Governor Michael Dukakis appointed Justice Kass to the Appeals Court. During his tenure, he wrote 1,600 opinions, approximately 200 of which were single justice memoranda and orders. Justice Kass reached the mandatory retirement age in 2000 but remained a recall judge until 2003. He has lectured and written extensively on subjects related to real estate and is the editor and author of several chapters in Legal Chowder: Lawyering and Judging in Massachusetts. Currently, Justice Kass is serving as director of the Law Advocacy & Resource Center and is an adjunct professor at Boston College Law School, where he teaches real estate.

Rebekah Kaufman

Rebekah was Director of Project Management for Clintara, a company that provides strategic consulting, training, and quality assurance programs for pharmaceutical companies conducting global clinical trials. She serves as Communications Chair for the Boston Jewish Community Women's Fund, a division of CJP that supports programs that benefit women and girls. Rebekah is also an avid collector of Steiff brand merchandise (German company that invented the teddy bear). Her blog, My SteiffLife, receives thousands of visits per month and focuses on interesting vintage Steiff items, Steiff antiquing adventures, and the history behind older Steiff treasures. It has won several unsolicited awards for content, including an ALLTOP citation for a best blog in the toy category.

Wendy J. Kraft

Wendy Kraft has been actively engaged with Jewish Community Housing for the Elderly for the past seven years, since the time her parents moved into Shillman House. She cherishes her deeprooted connections to three JCHE communities: her grandfather lived at Ulin House, her mother worked at Golda Meir House and her parents lived at Shillman House (her mother still lives there). Wendy has been engaged in a variety of JCHE activities, helping to shape the programs and activities of the organization and drawing in many new supporters. In addition to volunteering at JCHE, Wendy has served on the Combined Jewish Philanthropy (CJP) Women's Philanthropy (WP) Board since 2002 and most recently served on the CJP WP Executive Board as Vice President of Outreach. She co-founded the Tzedakah Friends and Family Program and the L.E.A.D. (Leadership, Education, and Development) Program for CJP and was recognized as a CJP Superstar twice—in 2007 and again in 2017. Wendy also served on the Boston Board of Directors of Cradles to Crayons, the Sisterhood Temple Emanuel Board of Directors, and has been an active volunteer for the Friends of the Israel Defense Forces, chairing their Annual Women's Breakfast for the past two years. Wendy graduated from Tufts University with a Bachelor of Science in Occupational Therapy. As a supervisor of Occupational Therapy at HealthSouth New England Rehabilitation Hospital in both the Occupational Therapy Department and the Therapeutic Aquatics Department, she specialized in the acute rehabilitation of pediatric and adult clients (including the geriatric population) in the area of physical disabilities. Wendy and her husband, Dan, reside in Newton and have three children. Wendy's interests include dance, fitness, and travel. She does not serve on any current City of Newton boards or commissions.

Paul F. Levy

Paul F. Levy is the former President and CEO of Beth Israel Deaconess Medical Center (BIDMC) in Boston and a resident of Newton, Massachusetts. He is currently Senior Advisor at Lax Sebenius LLC, a negotiation consultancy firm. He is also a Visiting Professor at the Institute of Global Health Innovation at Imperial College London and an Honorary Professor with the Australian Institute of Health Innovation in the Faculty of Medicine and Health Sciences at Macquarie University in Sydney, Australia. Prior to his leadership at MIDMC, Mr. Levy was Executive Director of the Massachusetts Water Resources Authority, where he was famous for leading the "Boston Harbor Cleanup." Levy also served as Chairman of the Massachusetts Department of Public Utilities and Executive Dean for Administration of Harvard Medical School. He was a member of the MIT Corporation and, until September 2017, the Board of ISO New England. Mr. Levy is a graduate of McBurney School in New York City and Massachusetts Institute of Technology. Mr. Levy previously served on a voluntary budget advisory board under Mayor Cohen, but does not serve on any current City of Newton boards or commissions.

Noah Maslan

Noah Maslan has been focused on community-driven, urban real estate projects for more than a decade. At Eden, he is responsible for the firm's real estate development activities including strategic planning, site selection, due diligence, permitting, financing, construction and overall project management. Previously the Director of Real Estate at Urban Edge, a Community Development Corporation in Roxbury, MA. Noah led Real Estate Development for the organization, which included affordable multi-family rental and ownership housing, community facilities, and neighborhood commercial development. In 12 years at Urban Edge, he supported the development of 500 units of multi-family affordable housing and 80,000 square feet of commercial space and another 162 units and 12,000 square feet of commercial space that closed soon after his departure. He has a passion for transit oriented development, sustainability, and maximizing the vibrancy of urban spaces. Noah holds a BA in Geography from Syracuse University and a Master of City Planning from MIT. He is also a LEED Accredited Professional.

Norman P. Posner

Norman is a Shareholder of the Samet having served as managing shareholder from 2007- 2013. He has over thirty years experience as a Certified Public Accountant licensed in Massachusetts and provides accounting, auditing, and tax planning and preparation expertise to numerous industries including temporary staffing, law firms, real estate, and manufacturing. Norman's exceptional consulting expertise has contributed to the growth and success of his clients. Norman is an active member of TIAG, a network of quality accounting firms across the United States and around the world. He is a graduate of Northeastern University. In addition to JCHE's board, his community involvement includes serving as a former Peoples Federal Savings Bank Board Member, Chairman of Audit Committee; Massachusetts Association for the Blind, Former President of Board of Trustees; Former Elected Town Meeting Member, Needham; The International Accounting Group (TIAG), Advisory Board and Trustee of Charitable Foundation.

Seth Ravitz

Seth formed Seth A. Ravitz Associates, Inc. (SAR+) in 1998, which provides construction consultation and management services to the nations Developers, Institutions and Individuals, with a focus on representing our clients needs and interests throughout the multiple stages and facets of a development project. Before that Seth worked with Beacon Properties in due diligence. Seth holds a B.S. in Economics and Labor Relations from UPenn.

Jeffrey Sacks

Jeff Sacks is a leading community development attorney. His clients include large community development corporations, senior housing providers and housing authorities as well as a variety of large institutional service providers. He often represents nonprofit organizations that are embarking on major real estate projects that allow their organizations to deliver their services in new and innovative ways. Specifically, Mr. Sacks assists clients in using federal low-income housing and historic tax credits to develop affordable housing and mixed-use developments. Given the multiple funding sources necessary to complete any project today including federal resources from HUD as well as state and local funds, he works with developer clients to assure that all of these funders work together to allow for the successful completion of these projects with the most efficient deal structure. He also served as a commissioner of the Newton Housing Authority for more than twenty years, and in 2013 worked on new legislation in Massachusetts to modernize and

reform the Commonwealth's public housing system. Much of his work involves advising nonprofit boards of directors about the most efficient and effective legal and financial approaches to fulfilling their corporate missions. Mr. Sacks served as the chair of the Newton Community Preservation Committee for two years and was on the Committee for eight years. Mr. Sacks was on Mayor Fuller's transition team, but does not serve on any current City of Newton boards or commissions.

Edward A. Saxe

Edward Saxe has been a practicing attorney for over 50 years, specializing in the real estate and tax areas, with emphasis on affordable housing and tax oriented real estate investments. He was a pioneer in the structuring of tax-sheltered syndications of affordable housing for low and moderate-income tenants. His legal advice, beginning in the 1960's, helped to develop an industry that has grown immensely over many years, resulting in the construction of hundreds of thousands of affordable apartments supported by tax incentives and government subsidies. He has advised a multitude of clients from the early days up until his recent retirement as a partner at Bingham McCutchen and as counsel at Morgan Lewis. His clients in this area included real estate developers, investment firms, national brokerage firms, private investors, accounting firms, and others involved in the investment in, and syndication of, affordable housing. Along with his colleagues, initially at Peabody & Brown and later at Bingham McCutchen (now Morgan Lewis), Ed has represented clients involved in developing properties resulting in the construction and financing of hundreds of thousands of apartments, not only on the East Coast but throughout the United States. Mr. Saxe is an honors graduate of Harvard College and Harvard Law School, a member of the Boston, Massachusetts, and American Bar Associations, and a lifetime member of the Massachusetts Bar Foundation. He has served as a Trustee and Board Member of Beth Israel Hospital. As a Trustee of Combined Jewish Philanthropies, he was Chairman of its Tax Committee and of the Lawyers Division, and served as Vice President and Board Member of the American Jewish Committee. Ed currently serves on JCHE's Real Estate and Governance committees. Ed and his wife Claire currently live in Weston, Massachusetts. Claire dedicated over 40 years to being an elementary and special education teacher in the Newton Public Schools.

Irma Schretter

Irma Schretter, the owner and president of S-C Management Corp. in Boston, is the current president of the Boston Metropolitan Chapter, Institute of Real Estate Management. Born in Providence, RI in 1940, she received her MBA from Boston University. She has been involved in the property management field for over 12 years, beginning with a small firm, Sprague Industries. Irma worked with the Mass. Housing & Finance Agency, handling mortgage applications for an elderly housing project in Quincy. She then joined Winn Management as vice president and general manager, handling the turn around of financially troubled properties. In January 1979, she started her own firm, S-C Management, which refinances and offers additional subsidy for financially troubled properties. S-C Management manages condominiums, M.H.F.A. properties, residential properties in Boston, Bourne, Bedford and Bellingham, and 80% of the properties S-C has handled are now running very well. Irma is the treasurer and director of the Children's Center in Brookline where her children, sons four and two years old, are enrolled.

Bill Shaevel

Mr. Shaevel was a founding partner of the Boston law firm of Shaevel and Krems, where he specialized in real estate law and employment law. The firm began in the late 1960s when Bill

began practicing law with the late Congressman Joe Moakley and it assumed the current name in 1987. Mr. Shaevel has served on JCHE's board for over a decade, including leadership in the development of Shillman House and several years on the Real Estate Committee and Subcommittees for projects in Newton. He is a graduate of the University of Massachusetts, Amherst and New England Law | Boston.

Harold Stahler

Harold Stahler is a hospitality and real estate lawyer. He advises clients on hotel and other real estate transactions; financings, joint ventures, acquisitions and dispositions; and hotel management agreements and franchise agreements. Recognized by Chambers USA, Harold is "a thoughtful and creative problem solver with vital business instincts." Harold is a former co-Chair of the firm's Hospitality & Recreation industry group and maintains a comprehensive real estate and hospitality practice nationally. Jewish Community Housing for the Elderly; current member of the Board of Directors and former Board Chair from 2003-2006.

Candace Steingisser

Candace Steingisser has worked for over 40 years as a licensed independent clinical social worker and more recently as a certified advanced social work case manager in the field of gerontology. She worked for 13 years at the Weston Council on Aging, which is dedicated to supporting the personal wellness of the town's seniors. During her forty years in social work she has held positions as an Aging Life Care Professional (formerly known as private geriatric care manager), a social services provider at CareGroup Parmenter Home Care & Hospice, a general practitioner at Hebrew Senior Life health care, and private counselor for individuals, families and groups. Candace has been dedicated to supporting families throughout the entire aging process, helping them navigate the medical, psychosocial, legal, financial and spiritual challenges of growing older.

David Trietsch

David Trietsch is the founding director of CJP's Leadership Development Institute, which he led from 2002-2017. David spearheaded the growth of this unique resource that combines intensive consultation and high level training in the areas of leadership and organizational change for leaders and potential leaders in the Greater Boston Jewish community. As LDI director, he worked with nearly every synagogue in the greater Boston area, creating significant lay leadership growth and exceptional lay-clergy partnerships. He also served as the facilitator-coach for JCHE's strategic planning process, providing invaluable guidance on both process and goals. David has also worked with Philadelphia's Jewish Learning Venture, was a scholar in residence for the Tisch Fellows at Hebrew Union College, lectured on leadership and change at the Reconstructionist Rabbinic College's national retreat, and worked in various consulting and teaching capacities with the Jewish Federations of New York, Baltimore and Miami. After receiving his masters in Urban Planning from Rutgers University, he followed his passion for organizational change and interpersonal dynamics both professionally and in a volunteer capacity, with an early focus on affordable housing and community development. He worked in the Cities of Lowell and Boston on these key planning issues. Among his volunteer activities, David is the current chair of the Brookline Housing Authority, a Board member of "Steps to Success," a collaboration that supports kids from low-income families, and served for over nine years as a Trustee of Temple Israel in Boston.

David Zaltas

David Zaltas established Sunrock Development Corp. in 1996 to provide a combination of real estate services, including residential construction, subdivision development and acquisition of investment property. With his real estate law background, David provides valuable expertise in commercial and construction related transactions, particularly resolving complex title and zoning issues. Real estate finance and investment were his focus in law school. David worked with several well respected general contractors prior to obtaining his Construction Supervisors License. He is a licensed real estate broker and member of the Builders Association of Greater Boston. He is a graduate of Union College and the Boston University School of Law. Currently, David is an Incorporator for the Middlesex Savings Bank. He serves on the Board of Directors for Jewish Community Housing for the Elderly in Brighton, Mass. and is formerly a Trustee of the Mary Ann Morse Nursing Home in Natick, Mass.

Paul B. Rosenberg

Mr. Rosenberg was the Chief Executive Officer of Tech/Ops Corporation, a privately held Investment Company with interests in radiation dosimetry and Industrial electronics, from 1988-1999 after serving as Vice President-Finance and Treasurer from 1977-1988. At Tech/Ops, he was instrumental in designing and executing a divestment program which resulted in the sale of all divisions other than radiation dosimetry and industrial electronics. In 1988, was responsible for a reorganization in which the two remaining divisions were spun off as separate independent public companies. Acted as CFO of the two spun off companies for a transition period of two years. He has served on the Board of Directors for several companies including Sevcon, Inc. of Southboro, MA (1988-present); Landauer, inc., of Glenwood, IL (1988-2003); and Panatech, Inc. of Palos Verdes, CA (1990- 1997). In addition to serving as a Board Member and Past Chair of the Board for JCHE, Mr. Rosenberg has served as Treasurer for Jewish Family Service of MetroWest and Trustee, Past President, and Past Treasurer of the Danforth Museum of Art in Framingham. Mr. Rosenberg is a graduate of Tufts University, along with his wife Marcia.

Harold Tubman

Harold Tubman is President of Circle Furniture, a family-owned retail business which he owns and operates with his brother Richard. Circle Furniture was honored as The Retailer of the Year by Home Furnishings Association of New England in recognition by their peers for outstanding commitment to the community. Circle Furniture carries the family's tradition of community involvement and has helped to furnish The Ronald McDonald House, The Boston Living Center and The New School for Music, Camp Kingswood, and the Concord Public Library, as well as two apartments for families relocated to Boston from New Orleans after Hurricane Katrina. They are sponsors of numerous events such as The Courages Sailing Club, Save the Harbor, Save the Bay and the Rodman Ride for Kids. Harold sits on the Boards of CJP, JCHE, and JCCGB, and has served on their finance, development and executive committees. Harold and his wife Millie were leaders and community spokespeople during the planning and construction of JCHE's Shillman House in Framingham, which was completed in 2011. Harold has also served on the boards JCRC and JF&CS of MetroWest and still has strong connections to these groups. He enjoys bicycling, and for the past few years has organized Team Circle riding in The Rodman Ride for Kids. Harold and Millie Tubman are long-time Framingham residents and active members of their community and schools. They have three children: Andre, David, and Jessica, and are also proud grandparents.

D. Site Control, Value and Deed Restrictions



Bk: 68656 Pg: 248 Doc: DEED Page: 1 of 6 12/23/2016 02:40 PM



QUITCLAIM DEED

JEWISH COMMUNITY HOUSING FOR THE ELDERLY IV, INC. ("Grantor"), a Massachusetts nonprofit corporation having a principal address c/o Jewish Community Housing for the Elderly, Inc., 30 Wallingford Road, Boston, Massachusetts, for consideration paid and in full consideration of Nineteen Million Eight Thousand and 00/100 Dollars (\$19,800,000.00)*, grants to JCHE GOLDA LIMITED PARTNERSHIP ("Grantee"), a Massachusetts limited partnership, having a principal address c/o Jewish Community Housing for the Elderly, Inc., 30 Wallingford Road, Boston, Massachusetts,

WITH QUITCLAIM COVENANTS

A certain parcel of land together with the buildings thereon situated in that part of said Newton called Auburndale, being more particularly described in <u>Exhibit A</u> attached hereto (the <u>"Property")</u>, together with the benefit of all covenants, easements, restrictions, reservations and rights of way appurtenant thereto, if any, insofar as the same may be in force and applicable.

- *Subject to current outstanding indebtedness in the amount of \$5,799,200.00 with respect to a mortgage in the amount of \$5,799,200.00 from Jewish Community Housing for the Elderly, Inc. to The United States of America acting by and through the Secretary of Housing and Urban Development dated May 20, 1994 and recorded in Book 24552, Page 446, as modified by Modification Agreement dated August 19, 1999 and recorded at Book 30562, Page 232.
- *Subject to current outstanding indebtedness in the amount of \$626,369.50 with respect to a mortgage in the amount of \$626,369.50 from Jewish Community Housing for the Elderly IV, Inc. to Newton Community Development Authority dated April 11, 2016 and recorded in Book 67101, Page 347.

For Grantor's title see (i) Deed of Edwin W. Guiney to Jewish Community Housing for the Elderly IV, Inc. dated January 19, 1978 and recorded at Middlesex South Registry of Deeds at Book 13381, Page 337 and (ii) Deed of Massachusetts Bay Transportation Authority to Jewish

KH 406281.3

Klein Hornig LLP 101 Arch Street, Suite 1101 Boston, Massachusetts 02110 Attn: Ross Pini. Esg.

-1-

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 12/23/2016 02:40 PM
Otri# 255999 28299 Doc# 00232280
Fae: \$60,987.72 Cons: \$13,374,430.50

Community Housing for the Elderly IV, Inc. dated October 27, 1993 and recorded at Middlesex South Registry of Deeds at Book 23842, Page 216.

This conveyance does not represent a conveyance of all or substantially all of the assets of the Grantor in Massachusetts.

[signature page follows]

KH 406281.3 -2-

EXECUTED under seal, this 22nd day of December, 2016.

GRANTOR:

JEWISH COMMUNITY HOUSING FOR THE ELDERLY IV, INC., a Massachusetts nonprofit corporation

By:

Name: Karen Edlund
Title: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this _____ day of December, 2016, before me, the undersigned notary public, personally appeared Karen Edlund, Authorized Agent of Jewish Community Housing for the Elderly IV, Inc., proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, __ oath or affirmation of a credible witness known to me who knows the above signatory, or __ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

(official signature and seal of notary)

My commission explos

EXHIBIT A

A certain parcel of land, with any improvements thereon, in Newton, Middlesex County, Commonwealth of Massachusetts being shown as Area = 167,207 S.F. 3.839 AC. on a plan entitled "Plan of Land, Jewish Community Housing For The Elderly IV, Newton, Massachusetts" dated Oct. 27, 1993 by Harry R. Feldman, Inc., Land Surveyors recorded with Middlesex South Registry of Deeds as Plan No. 459 of 1994 at Book 24552, Page 429.

Said premises are also described as follows:

A certain parcel of land, with any improvements thereon, located in the Commonwealth of Massachusetts, County of Middlesex, City of Newton, situated on the southeasterly side of Stanton Avenue, more particularly bounded and described as follows:

Beginning at a point on the southeasterly sideline of Washington Street, said point being the most northwesterly corner of the parcel; thence running:

N 61°13'30''E	12.00' by the southeasterly sideline of Washington Street to a point;
	thence turning and running
S 76°30'00''E	312.26' to a point of curvature; thence running
Southeasterly	188.38' by a curve to the right having a radius of 441.88 to a point; thence
	turning and running
S 52°04'28''E	180.00' to a point; thence turning and running
S 37°55'32''W	234.00' to a point; thence turning and running
N 52°04'28''W	110.00 to a point; thence turning and running
S37°55'32''W	153.32 to a point; thence turning and running
N 40°30'00''W	47.75' to a point; thence turning and running
N32°11'50'W	32.27' to a point; thence turning and running
N 54°03'43''W	155.64 to a point; thence turning and running
N 20°23'53'W	79.84 to a point; thence turning and running
N 36°08'31'W	11.64' to a point; thence turning and running
N 35°01'12"'W	95.36' to a point; thence turning and running
N 54°58'48''E	20.00' to a point; thence turning and running
N 35°01'12"'W	59.46' to a point; thence turning and running
N 66°14'05''E	30.42' to a point; thence turning and running
N 32°11'50''W	16.82' to a point; thence turning and running
N 21°51'30''W	100.00' to the POINT OF BEGINNING

Containing 167,207 square feet or 3.839 acres, more or less.

Together with a right of access for grading purposes as set forth in Deed from Massachusetts Bay Transportation Authority to Jewish Community Housing for the Elderly IV dated October 27, 1993 and recorded with said Deeds in Book 23842, Page 216 for the benefit of parcel described in said deed.

PURCHASE OPTION AGREEMENT

For consideration paid, the City of Newton, a political subdivision, acting through its Mayor but without personal liability to her, with offices at Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459 ("Seller"), hereby agrees to sell, and Jewish Community Housing for the Elderly III, Inc., a duly organized Massachusetts non-profit corporation, with an address of 30 Wallingford Road, Brighton, MA 02135, or its nominee or assignee ("Buyer"), agrees to purchase, the Property (as defined below) upon the terms and conditions specified in this Purchase Option Agreement made and entered into as of the 1st day of June, 2018 (the "Agreement").

- 1. <u>Definitions and Meanings</u>. In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter, shall have the meaning ascribed thereto by this Section 1:
 - a) "Date of this Agreement" means the last date on which this Agreement is duly executed by both Seller and Buyer, which date shall be inserted in the first paragraph on page 1 of this Agreement.
 - b) "Financing Period" means the period during which the Buyer shall (i) apply to obtain all required funding from the Department of Housing and Community Development, the City of Newton Community Preservation Commission and/or the City of Newton to develop multifamily residential housing on the Property (the "Funding Application"), (ii) obtain an award of all required funding from the Department of Housing and Community Development, the City of Newton Community Preservation Commission and/or the City of Newton (an "Award of Funding"), (iii) obtain binding commitments from all necessary construction and permanent financing, including, without limitation, all subordinate financing and federal and state historic and low-income housing tax credit financing, (iv) obtain, to the extent deemed required by Buyer, any external (e.g. lender or regulator) approvals in connection with the sale of the Property, including, without implied limitation, and if applicable, approval or waiver by the Department of Housing and Community Development (collectively, the "Financing"), and (v) apply and obtain all necessary zoning and permitting approvals, including without limitation a comprehensive permit under MGL ch. 40B ("Permitting", together with Financing, the "Commitments"). If such Commitments shall be sought, Buyer shall use commercially reasonable efforts to obtain same within the Financing Period, and shall notify Seller of its receipt or non-receipt of such approvals). If Buyer does not achieve any of the foregoing within the Financing Period, then Buyer shall be entitled to terminate this Agreement on or before the conclusion of the Financing Period. Seller agrees to reasonably cooperate with Buyer in all attempts to obtain needed approvals or waivers.

- 2. <u>Subject of Agreement.</u> This Agreement relates to the property at 160R Stanton Avenue, Newton, SBL #43-0450033, all as described in <u>Exhibit A</u>, (together, the <u>"Property"</u>). The Property shall be sold in "as is, where is" condition, with no representations and warranties whatsoever except as specifically set forth herein. Seller has agreed to sell the Property to Buyer in order for Buyer to use the Property as part of the expansion of the Buyer's existing housing as affordable housing subject to necessary affordability restrictions and to provide units for chronically homeless individuals.
- 3. Agreement to Sell. Upon the exercise by Buyer of the option granted hereunder, and subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to accept title to the Property. In consideration of the option granted hereunder, Buyer shall pay to Seller a refundable option fee of \$ 1.00 (the "Option Fee") upon the execution of this Agreement, the receipt and sufficiency of which is hereby acknowledged. The Option Fee shall also include the costs incurred by the Buyer to demolish and remove the Seller's water tower and relocate the Seller's utility monitoring antennas to the Buyer's existing building on or before the first quarter of 2019, which costs shall be credited toward the Purchase Price (as defined below).
- 4. <u>Purchase Price</u>. If Buyer should elect to purchase the Property under this Agreement, the purchase price for the Property (the "<u>Purchase Price</u>") shall be Five Hundred Thousand and no/100ths (\$500,000.00) Dollars, *less* the following costs:
 - a) all costs associated with the demolition and removed of the existing water tower on the Property in accordance with the demolition specifications provided by the Seller's Department of Public Works, including any environmental remediation if needed;
 - b) all cost of relocating and providing a permanent site for the Seller's utility monitoring antennas.

In addition to the above consideration, the Buyer shall provide 9-12 units for chronically homeless individuals in the expansion to the Buyer's existing housing development adjacent to the Property ("Golda").

5. <u>License Agreement and Antenna Easement.</u> Prior to Closing on the Property, the Seller and Buyer shall negotiate the terms of a License Agreement which shall permit the Buyer and the Buyer's contractors access to the Property for the purpose of a) demolishing and removing the Seller's existing water tower, b) conducting any necessary remediation and environmental testing, c) place necessary staging for both the demolition of the water tower and any necessary construction needed for the expansion of Golda and d) relocate the Seller's utility monitory antennas no later than the first quarter of 2019. The License Agreement shall provide that the costs incurred by the Buyer in the required demolition of the water tower and relocating the utility monitoring antennas shall be credited towards the Purchase Price as the Option Fee, and shall be

refunded to the Buyer in full within three (3) months if the Buyer, under the terms herein, terminates this Option to Purchase the Property. With regards to the Seller's utility monitory antennas, the Seller will work cooperatively to provide any needed easements, leases, and/or licenses required to move the antennas to Golda and keep the antennas functional.

- 6. <u>Conveyance of Land Deed.</u> The Property shall be conveyed by delivery of one or more good and sufficient quitclaim deed running to Buyer, or, at Buyer's sole option, to an affiliate of Buyer as Buyer's nominee, which deed shall convey a good and clear, record and marketable and insurable title to such property free and clear of all occupants, tenants, leases, mortgages, liens, municipal betterments and assessments, and any easements, restrictive covenants, restrictions and encumbrances of any nature whatsoever, except:
 - a) Provisions of existing building and zoning laws of the City of Newton and Commonwealth of Massachusetts;
 - b) Such real estate taxes, applicable to the Property, for the then current year as are not due and payable on the date of delivery of the deed; and
 - c) All easements, restrictions and encumbrances referred to in the Buyer's title insurance policy.
- 7. <u>Condition for Exercise of Option.</u> Notwithstanding anything to the contrary contained in this Agreement, Seller acknowledges and agrees that while this Agreement confers upon the Buyer a right to acquire the Property subject and pursuant to the conditions set forth in this Agreement, it does not commit the Buyer to do so, and Buyer shall not exercise this Agreement in any event prior to completion of any environmental review required by a funding source (including but not limited to review under the National Environmental Protection Act ("NEPA") with respect to any federal funding source) and this Agreement shall not be deemed a "choice limiting action" with respect to any such funding source.
- 8. <u>Closing.</u> The deed to the Property is to be delivered to the Buyer on or before that date which is the later of: (i) March 1, 2020 or (ii) the date which is one hundred twenty (120) days after the expiration of the Financing Period, and subject to those matters contained herein, at a location which is mutually agreeable to the Buyer and Seller (the "<u>Time of Closing</u>"). The delivery of the deed(s) to the Property and other documents to be delivered at the Time of Closing under this Agreement and the payment of the Purchase Price (collectively, the "<u>Closing</u>") shall be accomplished through customary escrow arrangement. It is agreed that time is of the essence of this Agreement.
- 9. <u>Seller's Representations and Covenants.</u> Seller represents warrants and covenants that:
 - a) Seller is the sole owner of the Property;

- b) If the Property is subject to one or more mortgages they will be released on or before the Time of Closing;
- c) Seller has not entered into and will not enter into, and to the best of Seller's knowledge the Property is not subject to, any leases, mortgages, liens, restrictions or encumbrances under which any person or entity, not a party to this Agreement, has, will have or will obtain any rights, interest or claim that impairs Seller's ability to perform hereunder;
- d) Seller has received no notice of taking or condemnation with respect to the Property;
- e) Seller has obtained all necessary authorizations required in connection with the execution, delivery and performance of this Agreement by Seller;
- f) This Agreement has been duly and validly executed and delivered by Seller, and is enforceable against Seller in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally;
- g) Seller agrees that while this Agreement is in effect, Seller shall not enter into any new lease of any portion of the Property that are not consistent with residential family housing without the prior written consent of Buyer;
- h) Seller agrees that while this Agreement is in effect, Seller shall not jeopardize the Property's eligibility for federal or state tax credits or other federal or state funding and shall not modify the Property in any way without consent of Buyer;
- i) To Seller's Actual Knowledge, there are no actions, suits or proceedings (including arbitration proceedings) pending or threatened against Seller which could have a material adverse effect on any portion of the Property, Seller's interest therein, or Seller's ability to perform its obligations hereunder, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. As used herein, the term "Seller's Actual Knowledge" shall mean only the current and actual knowledge (and not the constructive, imputed or implied knowledge;
- j) Seller has received no written notice of condemnation actions against or relating to the Property or any portion thereof, nor has Seller received any written notice of any being contemplated;

- k) Seller has not received any written notice that it is in default under any of the covenants, easements or restrictions affecting or encumbering the Property or any constituent or portion thereof;
- 1) Seller has received no written notice that Seller has generated, stored or disposed of any oil, petroleum products, or "Hazardous Materials", as defined under Massachusetts or United States laws or regulations, (collectively, "Hazardous Materials") at the Property in violation of applicable law, and, to Seller's Actual Knowledge, there has been no previous or present generation, storage, disposal or existence of Hazardous Materials in violation of applicable law, except for normal amounts of Hazardous Materials utilized in connection with the normal construction and operation of the Property in compliance with all environmental laws. Environmental reports prepared on Seller's behalf pertaining to the Property have been provided to Buyer and are listed on Exhibit B. Seller has not entered into any consent decree or administrative order for any alleged violation of laws relating to so-called Hazardous Materials on the Property. Seller has not received any written request for information or a demand letter from any party with respect to a violation of laws pertaining to Hazardous Materials on the Property. Notwithstanding anything to the contrary, Seller does acknowledge that the water tower structure on the Property contains lead paint and part of the Buyer's costs will include the proper remediation any such lead paint on the Property; and
- m) Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property or any constituent or portion thereof. No lease or other agreement affecting the Property contains any rights of first refusal or options to purchase the Property or any portion thereof or any other rights of others that might prevent the consummation of this Agreement.

If any of the representations or warranties in this Section 9 is materially inaccurate, when made or on the date of Closing, Buyer may terminate this Agreement and the Option Fee shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Possession and Condition of the Property. Full possession of the Property, free from any occupants, as described in Section 8, and in the same condition as it is now, reasonable wear and tear excepted, is to be delivered at the time of delivery of the deed(s). Seller covenants and agrees that it will take no action, or allow others claiming under it to take such action, as would (a) adversely affect the condition of the Property, (b) violate, or increase or expand any existing violation of, any safety, health, wetlands, environmental or zoning laws or regulations, or (c) violate the provisions of any instrument of record affecting the Property. Seller warrants and represents that it has no knowledge of and has received no notice of any violations of any safety, health, wetlands, environmental or zoning laws or regulations and that it has no knowledge of a violation of any easement, covenant, restriction, or other instrument of record affecting the

Property, which warranty and representation shall survive the delivery of the deed(s). If any of the representations or warranties in this Section 9 is materially inaccurate, when made or on the date of Closing, Buyer may terminate this Agreement and the Option Fee shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

- 11. <u>Insurance</u>. At all times prior to the Closing or earlier termination of this Agreement, Sellers shall at its own cost and expense maintain or cause to be maintained in full force and effect liability, casualty and other insurance upon and with respect to the Premises to the same extent as now maintained.
- 12. Extension to Perfect Title or Make Property Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property all as herein stipulated, or if at the time of the delivery of the deed(s) the Property does not conform with the provisions hereof, then, at Buyer's sole option and at Buyer's expense, Seller shall be required to use all reasonable efforts to remove any defects in title, or to make the Property conform to the provisions hereof, and, in such event, the time for performance hereof shall be extended for such reasonable period of time (not to exceed 90 days) as the parties reasonably determine is required for Seller to conform the Property to the requirements hereof.
- 13. <u>Failure to Perfect Title or Make Property Conform.</u> If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or to make the Property conform, as the case may be, all as herein agreed, then the Buyer may, at its option, terminate this Agreement; provided, however, that the Buyer shall have the election, at either the original or extended Time of Closing, to accept such title as Seller can deliver to the Property and to pay therefor the Purchase Price without deduction, except that in the event of such conveyance:
 - a) if the Property shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Property to its former condition, either pay over or assign, without recourse, to Buyer, at the Time of Closing, all amounts recovered or recoverable on account of such insurance, plus the amount of any applicable deductible; and
 - b) if any portion of the Property shall have been taken by exercise of the power of eminent domain, Seller shall either: (i) pay over or assign to the Buyer, at the Time of Closing, all awards recovered or recoverable on account of such taking, or (ii) if a holder of a mortgage on the Premises retains any such awards, give the Buyer a credit against the Purchase Price equal to the amount so retained and pay the balance, if any, to Buyer.
- 14. <u>Seller's Default.</u> If at either the original or the extended Time of Closing, Seller is unable to remove all defects in title, or to deliver possession of the Property, all as herein stipulated, and the Buyer does not elect to accept title as provided in Section 12, or if Seller defaults in the

performance of Seller's obligations under this Agreement, then, at the Time of Closing, the Buyer may notify Seller of their election to terminate this Agreement and, except as otherwise set forth herein, all other obligations of the parties under this Agreement shall cease and this Agreement shall be void and without recourse to the parties hereto.

- 15. <u>Acceptance of Deed(s)</u>. The acceptance and recording of the deed(s) by the Buyer or the nominees designated by Buyer, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except for those agreements and obligations which survive the delivery of the deeds(s) and the Closing as expressly set forth in this Agreement.
- 16. Adjustments; Closing Costs. The following apportionments shall be made between the parties at the Closing as of the close of business on the date immediately preceding the Time of Closing: (i) real estate taxes that are attributable to the Property, on the basis of the last fiscal year for which the same were assessed, such apportionment to be accomplished in accordance with the normal and customary procedures in the jurisdiction where the Property is located.

If the amount of said real estate taxes has not been determined at the Time of Closing, they shall be apportioned on the basis of the most recent tax rate and assessment available, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed.

The Buyers and Seller shall each pay the fees of their counsel and other consultants retained in connection with the purchase and sale of the Property. Seller shall pay all transfer taxes or deed stamps and such other closing costs as are customarily paid by a seller in the Commonwealth of Massachusetts. The Buyers shall pay all title insurance premiums, survey expenses, and other closing costs as are customarily paid by a buyer in the Commonwealth of Massachusetts. Buyers will pay all legal expenses and other expenses incurred in connection with preparation and recording of the Documents including the reasonable expenses incurred by Seller for additional legal fees incurred in connection with same.

The provisions of this Section 16 shall survive the Closing.

17. Right of Entry. In addition to the License Agreement referenced in Section 4 above, Buyer shall have the right, from time to time during the term of this Agreement, at Buyer's sole cost, expense, risk and hazard and after reasonable notice to Seller, without damage being imposed upon any portion of the Property, to enter upon the Property to make, or cause to be made, engineering and architectural findings in respect thereto, including (without limitation) (a)

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surveying, (b) conducting test borings in order to determine subsoil conditions, (c) conducting engineering tests, including testing for the presence of hazardous materials, and (d) in general conducting all other tests, analyses and studies of the Property as Buyer deems necessary or desirable.

18. <u>No Real Estate Broker.</u> Each party represents and warrants to the other that no broker has been engaged or is entitled to a fee in connection with this transaction. Each party agrees to indemnify, defend and hold harmless the other from any loss or damage in connection with any claim for brokerage fees as a result of such party's conduct.

19. Closing Documents.

- a) Seller shall deliver to Buyer at or before the Time of Closing the following:
 - i) the deed;
 - ii) such title affidavits regarding parties in possession and indemnities regarding mechanics' liens as Buyer's title insurer may reasonably require in order to delete exceptions regarding such matters from their title insurance coverage;
 - iii) a non-foreign certification and such other certifications as may be reasonably necessary for compliance with Internal Revenue Service regulations;
 - iv) such evidence of the authority of Seller to execute and deliver the deed(s);
 - v) an updated Exhibit B with all material reports or other documents relating to any environmental, physical, geotechnical or other inspection of the Property; and
 - vi) any other closing documents as may be reasonably required by Buyer's title insurer, and a settlement statement with respect to the Property, which shall include the apportionments set forth in Section 16 (the "Settlement Statement").
- b) The Buyer shall deliver to Seller at or before the Time of Closing the following:
 - i) the Purchase Price due at the Time of Closing:
 - ii) such evidence of the authority of the Buyer to execute and deliver the closing documents as may be reasonably required by Seller; and
 - iii) the Deed to the Property.
- 20. <u>Notices.</u> Any and all notices given hereunder shall be in writing and shall be deemed received at the earlier of (i) when delivered in hand, (ii) 24 hours after the same have been sent by Federal Express or other nationally recognized overnight delivery service which provides written receipt of delivery, (iii) 72 hours after the same have been deposited in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or (iv) when sent by facsimile or email transmission, with a receipt confirming transmission and/or receipt, addressed

in each case to Buyers and Seller at their addresses appearing below, or to such other address or addresses as the parties may from time to time specify by notice so given:

In the event of a notice to Buyer, to

Jewish Community Housing for the Elderly III, Inc. c/o Jewish Community Housing for the Elderly, Inc. 30 Wallingford Road Brighton, MA 02135
Attn: Chief Executive Officer

Copy to:

Teresa M. Santalucia, Esq.

Klein Horning LLP

101 Arch Street, Suite 1101

Boston, MA 02110

and in the event of a notice to Seller, to

Ruthanne Fuller, Mayor Newton City Hall 1000 Commonwealth Avenue Newton Centre, MA 02459

Copy to:

City Solicitor

Newton City Hall

1000 Commonwealth Avenue Newton Centre, MA 0245

21. <u>Miscellaneous</u>. This instrument, executed in multiple originals, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Seller and Buyer. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Buyer may, at its option, make an assignment of its rights and obligations under this Agreement.

[signatures on next page]

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be signed under seal as of the date first written above.

SELLER

By: Kuthan Trille

Its: Mayor Date: 6 6 1/18

Approved as to form:

By:

Acting City Solicitor

BUYER

By: Jewish Community Housing for the Elderly III, Inc.

By; Name Schectman

Title: Authorized Agent

EXHIBIT A

LEGAL DESCRIPTION

KH 491347.2

LEGAL DESCRIPTION

Beginning at a point in a line perpendicular to the southwesterly line of Stanton Avenue said perpendicular line intersecting said southwesterly line of Stanton Avenue at a point 200.00 feet southeasterly from the southeasterly tangent point of a curve of 441.88 feet radius in said southwesterly line of Stanton Avenue, said point of beginning being distant 234.00 feet southwesterly from the southwesterly line of Stanton Avenue; thence S37°55'32"W, 130.00 feet; thence N52°04'28"W, 130.00 feet; thence N57°55'32"E, 130.00 feet; thence S52°04'28"E, 130.00 feet to the point of beginning, the last four described lines being over land of Brae Burn Country Club. Said parcel containing 16,900 square feet of land,

EXHIBIT B

ENVIRONMENTAL REPORTS

- 1. Stanton Ave Tank Inspection Report, November 2003
- 2. MassDEP Stanton and Winchester Tank Decommissioning Approval, October 2015
- 3. MassDEP Stanton and Winchester Tank Land Conveyance Approval, October 2015
- 4. Assessment of Lead in Soil, Elevated Water Storage Tank Sites, Stanton Avenue and Countryside Road, July 2016

G. Community Outreach

Community Outreach Plan

JCHE appreciates the local support and thoughtful input for the Golda Expansion project received to date. We are committed to actively partnering with each community in which our properties are located to create a transparent development process and to identify opportunities to expand the projects' positive impacts.

In 2016 and 2017, JCHE engaged in the City of Newton's surplussing and rezoning process to make the water tower parcel available for development including attending the public hearings and Zoning and Planning Committee meetings, which provided important insights into the City's goals for the project. During the time, JCHE also engaged numerous neighbors and other stakeholder groups regarding potential expansion of our Golda Meir House. Through these conversations, we gained an understanding of local concerns that we are prepared to address through on-going engagement with neighbors and stakeholders, such as the following:

- Parking and traffic flow
- Contextual design
- Construction period mitigation
- Shadows and wind impact on adjacent properties

JCHE responded to the City of Newton's RFP for the 160R Stanton Ave water tower parcel in Fall 2017. Prior to submitting our proposal, we notified Stanton Ave residents of our intent to submit a proposal by phone and email. Once JCHE was designated by the City to acquire the water tower parcel, we held two neighborhood meetings in February and May 2018. Neighbors within a quartermile radius of the site were invited, and 15-20 people attended each meeting, held down the street from Golda Meir House at Temple Reyim (1860 Washington St). We had additional discussion by phone with several neighbors who were not able to attend the meetings in-person. The February meeting included an introduction of the development team and a brainstorming session of priorities for the project. At the May 2018 meeting, we presented the proposed site plan and design of the two additions.

Community groups that JCHE has recently engaged and plan to engage further in Fall 2018 include the following:

- Livable Newton
- Engine 6
- Newton Housing Authority
- Metrowest CD and CAN-DO
- Newton Council on Aging
- Newton Senior Center
- Newton at Home
- Uniting Citizens for Housing Affordability in Newton (U-CHAN)

In addition, Golda Meir House staff are in regular communication with neighbors as questions arise related to the ongoing renovation project. Our commitment to being a good neighbor includes inviting neighbors to take part in programs and services, and we welcome more community members to take part in these "Village Center" activities in the future.

H. Fair Housing, Accessibility, Relocation

Affirmative Fair Housing Marketing Plan

Golda Meir House Expansion 160 Stanton Ave, Auburndale, MA

INTRODUCTION

The Golda Meir House Expansion will create 69 units of new service-enriched rental housing in the Auburndale neighborhood of Newton, MA. The proposed development will be affordable with multiple tiers of affordability serving extremely low-income and low to moderate-income seniors and chronically homeless individuals broken down as follows:

Affordability Ranges	Number of Units
Up to 30% AMI	8 (Section 8 PBV)
Up to 50% AMI	22 (<i>MRVP</i>)
Up to 60% AMI	20
60% to 100% AMI	10
Graduate Student apartments	2
Below Market, Unrestricted Units	6
Live-In Site Rep Unit	1
Total	69

JCHE's target population for the Golda Meir House Expansion will be seniors, age 62 and older, who are interested in aging in independent apartments in a connected, enriched community with a supportive environment. However, 12 of the units will not have an age restriction, including 9 units that will be dedicated to chronically homeless individuals with disabilities. Based on its experience at its other developments, JCHE anticipates that the average age of residents in the age-restricted units will be approximately 80 years old. Consistent with our experience at other JCHE sites, the low-income assisted residents are expected to have an average annual income of approximately \$11,997, and residents in tax credit units are expected to have an average annual income of approximately \$30,000. Close to a third of the residents in the Golda Meir House Expansion may have significant mobility, visual, and/or hearing impairments. JCHE expects that a significant proportion of its residents will be minorities, including African Americans, Asians, and persons with Hispanic ethnicity.

The Golda Meir House Expansion will have 59 one-bedroom apartments and 10 two-bedroom apartments. Four (4) apartments will be fully accessible per the standards of the Massachusetts Architectural Access Board. The other 65 apartments will have a variety of universal design features, including easy handicapped adaptability, to help make aging in community an easy option for as long as possible.

FAIR HOUSING/EQUAL OPPORTUNITY

JCHE puts forward this Marketing Plan to ensure that all applicants are treated fairly and consistently in the marketing of the units in the Golda Meir House Expansion. JCHE seeks to reach out broadly into the community to develop a wide pool of eligible applicants. The Owner of the Golda Meir House Expansion, JCHE Golda LP, and its management agent, JCHE Services, Inc., will comply with all applicable Federal, State and local fair housing and civil rights laws and with all Equal Opportunity requirements in HUD administrative procedures. In carrying out its marketing program and resident selection process, neither the Owner nor its agents will discriminate based upon race, color, creed, religion, sex, sexual preference, national or ethnic origin, age, handicap, citizenship, ancestry, class or marital status, or any other basis prohibited by law. This applies to accepting and processing applications, selecting residents from among eligible applicants of the waiting list and assigning units, and certifying and recertifying eligibility for assistance.

All persons who will be handling and/or processing applications for housing will be trained in procedures and policy matters, mindful of relevant federal, state and local orders, laws and statutes dealing with fair housing and civil rights. Site staff will receive ongoing training in the Fair Housing laws pertaining to resident selection and occupancy issues. Staff training and this affirmative marketing and future tenant selection plan will facilitate and promote full compliance with the applicable provisions of the Fair Housing Amendments Act of 1988, 42 U.S.C.A. \ni 3601-3620, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. \ni 794 et seq., The Americans with Disabilities Act of 1990, 42 U.S.C.A. \ni 12101-12213, Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. \ni 2000d, the Age Discrimination Act of 1975, 42 U.S.C.A. \ni 6101-6107, Executive Order 11,063, Chapter 151B of the Massachusetts General Laws, and the Massachusetts Equal Rights Law, M.G.L. c 93, \ni 103 and other relevant laws and provisions.

MARKETING

JCHE will market the Golda Meir House Expansion to eligible applicants' diverse communities in order to create a large and diverse pool of eligible applicants and to meet the affirmative fair marketing goals of this Plan. We will work closely with community organizations and agencies to reach out to various communities. JCHE's existing Golda Meir House has an extensive waiting list that ranges from 1 to 8 years for apartments within our community.

Newspaper Advertising

Advertisements for initial vacancies will be placed in area and minority newspapers. We will especially seek out publications whose readership is comprised largely of those ethnic or racial groups deemed least likely to apply. All advertisements will include the HUD Equal Opportunity Housing logo and slogan and the universal symbol of handicapped access, and other information required under federal guidelines.

Community Outreach

JCHE is conducting a multi-year public engagement process and as a result of these efforts has become well-known amongst community based organizations, government entities, elected officials, neighbors, and others who could refer potential applicants to the Golda Meir House

Expansion. Some of these organizations and entities include the Newton Housing Authority, U-CHAN, Engine 6, Livable Newton, Metrowest CD, Newton at Home, Newton Council on Aging, the Newton Senior Center, and Myrtle Baptist Church. JCHE has a close relationship with Springwell, Inc., the Aging Services Access Point for Newton, because Springwell already operates in our Coleman House and Golda Meir House properties.

JCHE will undertake a multifaceted outreach program for this campus expansion to ensure a diverse community mix, reflective of the elderly population of Newton and metro Boston. In addition to print advertising, JCHE will continue to seek assistance of community organizations and agencies for presentations on the Golda Meir House Expansion, distribution of flyers, outreach via community newsletters, translation assistance, and referrals. JCHE also has strong relationships with minority communities in the Boston, Newton and Framingham areas, where it operates properties, and will utilize those relationships in our outreach efforts. JCHE also sends out its own agency newsletter once a month to the entire JCHE mailing list, composed of community organizations, housing referral agencies, and friends and family of current residents. This newsletter has featured articles describing the multicultural environment at JCHE and picturing minority tenants and staff.

Targeted Outreach

According to the 2016 American Community Survey, Newton's population is 77.8% white, 13.9% Asian, 3.5% Black or African American, 3.1% Two or more races, 1.6% Some other race alone, and 0.1% American Indian. To affirmatively market this project to those less likely to apply, JCHE will need to focus its outreach efforts towards members of the Asian, Black, American Indian and Latino communities.

JCHE will use all available channels to affirmatively market with a focus on these communities. JCHE will advertise our new property in area newspapers, including those targeted at Asian, Black, American Indian and Latino communities. We will hold application fairs offsite in locations that are easy for these communities to access, and will distribute information about our applications widely on line and through application drops at service providers' locations.

In recent years, JCHE has found that the most successful model for minority recruitment for our properties has been to identify housing referral agents who themselves are meeting face to face with individuals in need of housing. In the case where a minority group was reluctant to change neighborhoods or hesitant about moving to a predominantly non-minority neighborhood, a group tour was arranged and applications were distributed. This model has been successful, and over time the minority tenants themselves have become the primary and best source of referrals. While marketing the Golda Meir House Expansion, JCHE will continue these efforts with a focus on Asian, Black, American Indian, and Latino service providers and constituencies. In addition to the above Newton-based organizations, JCHE has existing relationships for referrals with Boston-area agencies including the Greater Boston Chinese Golden Age Center, Boston Aging Concerns, Young and Old United, Elders Living at Home Program, the Boston Housing Authority, the Korean Church of Boston, the NAACP, the North American Indian Center of Boston, and the Boston Center for Independent Living.

Tenant Selection Plan

Golda Meir House Expansion 160 Stanton Ave, Auburndale, MA

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I. <u>INTRODUCTION</u>

JCHE provides affordable senior housing in a supportive, caring community. Fifty-seven of the 69 apartments in the Golda Meir House Expansion are restricted to the elderly (i.e., the head or co-head is a person 62 years of age or older). The other 12 apartments comprise 9 apartments for chronically homeless individuals with disabilities, 1 unit dedicated for a JCHE on-site manager, and 2 apartments for graduate students participating in an intergenerational program. The 9 units for chronically homeless individuals with disabilities will be filled via direct referrals, while the 57 senior apartments will be filled via application, lottery, and waiting list procedures described in more detail below.

Four apartments are designed to meet Massachusetts Architectural Access Board standards, and applicants for these units must require the special design features of these units. All units feature universal design adaptation to help make apartments more livable as people age.

In order to help elderly residents remain in this community setting, JCHE offers non-medical, housing related services for the elderly such as social, education, recreational and volunteer programs. In addition, JCHE staff helps tenants with arrangements to obtain supportive services provided by community agencies serving the elderly, such as home delivered meals, homemaking, transportation, and more.

The Golda Meir House Expansion has 69 units, including 59 one-bedroom units and 10 two-bedroom apartments and an approximately 3,000 square foot wellness clinic. Thirty (30) of these units receive project-based assistance from the Section 8 housing voucher program (8 units) and the Massachusetts Rental Voucher Program (MRVP) (22 units). Twenty (20) apartments have tax credit rents established for residents at or below 60% of area median income. Ten (10) apartments will have moderate-income rents for residents below 100% of area median income. After the initial lease-up, there will be waiting lists maintained for each unit size, per income/program category. Six (6) apartments will be unrestricted and priced at below market rents, and one unit will be dedicated to a live-in site representative for emergency assistance.

All resident selection and management functions will be carried out in accordance with DHCD and HUD regulations and other directives.

II. POLICY OF NONDISCRIMINATION

No person will be denied the opportunity to apply for housing, and no eligible applicant will be denied the opportunity to rent any apartment suitable to his/her needs on account of sex, race, color, creed, religion, national origin, ancestry, marital status, sexual orientation, gender identity, disability, or handicap. Available housing accommodations will be assigned on a fair and equitable basis in accord with regulations of the

Department of Housing and Urban Development and all applicable Fair Housing and Civil Rights laws.

It is the policy of JCHE to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Fair Housing Act Amendments of 1988, the Americans with Disabilities Act, state and local civil rights laws, and any applicable legislation protecting the individual rights of applicants and tenants which may subsequently be enacted.

Complaints of discrimination may be directed to the owner, Jewish Community Housing for the Elderly located at 30 Wallingford Road, Brighton, MA 02135.

III. AFFIRMATIVE MARKETING

Affirmative marketing at JCHE is handled in accordance with approved Affirmative Fair Housing Marketing Plans for each development. Outreach to racial and ethnic groups who are not represented in the immediate vicinity of its developments is an ongoing process. Asian, Black and Hispanic occupants have been successfully recruited through ongoing contact with housing referral personnel in community agencies. Current tenants are JCHE's best source of minority referrals.

- The AFHMP is available for public inspection in the JCHE Manager's Office at 30 Wallingford Road.
- HUD Fair Housing Posters are prominently displayed in the office in which rental activity takes place.
- All advertising material related to the housing contains the Equal Opportunity logo, slogan, or statement in conformance with the HUD Fair Housing Advertising Regulation (24 CFR Part 109) for Fair Housing.
- Information relating to rental activity will be collected and maintained in an Affirmative Marketing log which includes documentation connected with the outreach program, and data by race, ethnicity and gender for both occupants and applicants (Executive order 11063 and 24 CFR 1.4(b) 121 and 108).

Marketing

JCHE maintains an open waiting list whenever practicable. Applicants may apply to any JCHE property on a standardized application. Separate waiting lists of individual properties are maintained by the central office. Twice yearly, newsletters are sent to community agencies, families and tenants describing JCHE activities and reminding interested organizations of the work JCHE does to provide affordable housing.

IV. ELIGIBILITY

To be eligible for admission to the units in the Golda Meir House Expansion, an applicant must meet the relevant following conditions:

- 1. The household's head or co-head is age 62 or older for admission
- 2. For deed restricted units, the applicant's gross annual income does not exceed the applicable income limit. Income limits are generally revised annually by HUD and DHCD.
- 3. The applicant's household composition is appropriate for the unit sizes available at JCHE in accordance with the occupancy standards described in Section VII.
- 4. The applicant intends to maintain the JCHE unit as his or her only residence, and agrees not to receive assistance for any other unit.
- 5. The applicant's household demonstrates to the staff of JCHE that they are able and willing to meet the obligations of tenancy as described in the lease and its attachments.
- 6. Admission may be rejected to those who have engaged in drug related and/or criminal activity.
- 7. Admission shall not be provided to an entire household that is comprised of students who:
 - a. Are enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
 - b. Are under the age of 24;
 - c. Are not married;
 - d. Are not a veteran of the United States Military;
 - e. Do not have a dependent child;
 - f. Are not persons with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2006;
 - g. Are not living with his or her parents who are receiving Section 8 assistance; and
 - h. Are not individually eligible to receive Section 8 assistance **and** have parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.

Chronically Homeless Individuals with Disabilities

The HUD definition of chronically homeless will be used as defined below:

- 1. A "homeless individual with a disability," as defined in the Act, who:
 - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - Has been homeless (as described above) continuously for at least 12 months or on at least four separate occasions in the last three years where the combined occasions must total at least 12 months
- 2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- 3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

(The McKinney-Vento Homeless Assistance Act, As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009)

Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide

Some applicants and tenants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide residing in the unit. When an applicant or tenant provides a certification from a licensed physician that an Aide is required, the following provisions shall apply:

- While households with live-in aides would generally be considered eligible for separate bedrooms, JCHE permits live-in aides to share a one-bedroom unit with one tenant if the tenant so wishes.
- Live-in aides must be listed as residing in the tenant's apartment, although the Aide's income is not included in the household income. An aide may be an adult family member who has returned to the parental home (and maintains no other household) because he or she is essential for the care or well-being of the elderly tenant(s).
- Live-in aides need approval from management to reside in a unit. The Live-In Aide is required to fill out a Criminal and Sex Offender Background Information Sheet and JCHE will conduct a CORI check on each live-in aide.
- Households with approved Live-In Aides are required to execute a Live-In-Aide
 Agreement and addendum. This agreement and addendum specifies that the LiveIn-Aide is not permitted to remain in the unit once services are no longer required.
 The agreement and addendum includes adult children who are acting as Live-In

Aides. In both instances, JCHE requires that a release form be signed relinquishing any future right to the unit as a remaining member of the household.

Violence Against Women Act VAWA

The Violence Against Women and Justice Department Reauthorization Act of 2005 protects against evictions or denial of housing based on domestic violence, dating violence, or stalking. In accordance with the Violence Against woman Act (VAWA), Management will not penalize victims of domestic violence, stalking, dating violence, or rape. Some key points provided in the Act include:

- 1. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- 2. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
- 3. Criminal activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
- 4. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
- 5. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
- 6. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.
- 7. The VAWA protections shall not supersede any provision of any federal, state, or

local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking

Victims must certify their status as victims and that the incident in question was a bona fide incident of domestic violence by presenting appropriate documentation to the Property Manager. Nothing prevents a victim who has committed a crime or violated a lease from being denied, evicted or terminated.

V. APPLICATIONS AND THE WAITING LIST

There are no application fees or other charges associated with processing applications.

For the units targeted to applicants at or below 60% AMI (20 units): These units will be rented through an application process directly administered by Jewish Community Housing for the Elderly. A paper and an online application form will be used. No person may be refused the right to submit an application, and the supportive service staff at JCHE will offer aid to applicants in completing applications. Upon contacting JCHE's main office, applicants will be asked to register their inquiry and will be given an application to complete. Applications will be submitted online or accepted by mail, email, or in person.

For Twenty-one (21) MRVP Project-Based Contract Units:

These units will follow the same application intake process outlined above for the 60% AMI units. Applicants will indicate on their application whether they wish to be considered for one of the MRVP voucher-supported units. All applicants will be referred to the contract administrator, Metropolitan Boston Housing Partnership, after the lottery to complete the required screening and paperwork.

For the One (1) MRVP Project-Based Contract Units and Eight (8) Section 8 Project-Based Homeless Set-Aside Units:

One MRVP unit and eight Section 8 project-based voucher units will be dedicated to nine of the one-bedroom apartments will be set-aside for chronically homeless individuals with disabilities. JCHE has partnered with Hearth, Inc. to provide direct referrals for these units and to provide supportive services to these individuals on an ongoing basis. Additional application criteria and waitlist procedures may be established in collaboration with the City of Newton.

Selection Preferences

Applications will be processed and considered for selection in order of application date. JCHE has agreed to provide local preference to Newton residents as permitted by DHCD regulations.

Additional Policies Regarding Special Use Units

Accessible Units – These are defined as units which have been constructed according to the ADAAG and MAAB codes for accessible units. Accessible units will be listed at the Massachusetts Access Registry. If there are no applicants who need the features of an accessible unit, JCHE will notify the Registry of the vacancy. If an accessible unit must be offered to someone who does not need the accessibility features, the lease will include a clause requiring the tenant to relocate to the first available comparable unit if a tenant or eligible applicant requires the unit's accessible features.

Processing Applications

Applications are time and date stamped upon receipt and reviewed to determine eligibility. All ineligible applicants will be sent written notification of their ineligible status and will be offered an opportunity to appeal their ineligibility by written request.

Eligible applicants are called for an interview in order of their rank. They will be requested to bring information needed to verify preference status indicated on their application and all other factors affecting eligibility (e.g. income, age, etc.).

JCHE will periodically update its waiting list by contacting each applicant in writing at his or her last known address and request information by a specific date. The updated information may result in a change in the order of selection (e.g. a change in preference status). Failure to respond to update requests within the required time frame will result in the applicant's name being removed from the list. Once removed from the waiting list, applicants may re-activate their status within a six-month period. Applicants must notify JCHE of any change in address and/or telephone number to ensure their receipt of future correspondence.

Applicants who have been approved for occupancy will be requested to return for leasing and for scheduling their move-in.

Applicants may withdraw their names from the waiting list at any time by written request. If a former applicant is again interested in housing at a later date, he/she may reapply and be given a new application date.

Screening

The burden is on the applicant to demonstrate, to the satisfaction of JCHE that he/she is:

- 1. A responsible rent payer based on past rental history;
- 2. Willing to maintain the apartment in a sanitary, safe and secure condition;
- 3. Willing to live peaceably with neighbors in a residential community; and

4. Willing to provide the management office with accurate and complete information on the application form or any other form required to determine eligibility. Failure or refusal to comply with DHCD and HUD regulations and JCHE requirements, or providing false or incomplete information is grounds for determining an applicant ineligible.

JCHE will use the Enterprise Income Verification (EIV) Existing Tenant Search (Required only for Federally Assisted Housing Developments). Management will conduct an Existing Tenant Search in EIV, and obtain an Existing Tenant Report, to determine if the applicant or any applicant household members are currently residing at another development receiving federal housing subsidies [Federally Assisted Housing Development]. Nothing prohibits a HUD housing assistance recipient from applying to this property. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin.

It is the policy of JCHE to reject an applicant if any of the following facts are verified:

- 1. The past performance of the applicant or member(s) of the applicant's household in meeting financial obligations has been poor, and/or
- 2. The applicant or member(s) of the applicant's household has a history of disturbance of neighbors, damage to property, or housekeeping habits, which would likely interfere with other tenants in such a way as to diminish their enjoyment of the premises or affect their health and safety, and/or
- 3. The applicant or member(s) of the applicant's household has a history of crimes of physical violence to persons or property or drug related activity or subject to a state sex offender lifetime registration or other criminal acts which would adversely affect the health, safety, welfare or peaceful enjoyment of the premises by other tenants or development employees, and/or
- 4. The applicant or member(s) of the applicant's household has falsified information requested on the application form, has failed to provide information requested, or has committed fraud in any housing program, and/or
- 5. There is other evidence relating to previous habits and practices which indicates that the applicant or member(s) of the applicant's household would be likely to have a detrimental effect on the housing community if admitted.
- 6. Review for completeness Applications will be reviewed for completeness. Incomplete applications will be rejected, returned to the applicant and will not be evaluated until all the required information has been provided.

Before rejecting an applicant for reasons listed above, JCHE will consider the following mitigating factors:

- The severity of the potentially disqualifying conduct;
- The amount of time that has elapsed since the occurrence of such conduct;
- The degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the housing development and its common areas if the conduct recurred;
- The disruption, inconvenience, or financial impact that recurrence would cause the housing provider; and
- The likelihood that the applicant's behavior in the future will be substantially improved.

VI. <u>UNIT ASSIGNMENT</u>

Applicants will be offered units of an appropriate size and type. One-bedroom units are offered to one and two person households. Two-bedroom units are offered to two and three person households.

Units designed for the mobility impaired or those with features for individuals with sensory impairments will be offered to eligible applicants who require the special design features of the unit. These units will be offered to an applicant who does <u>not</u> need the features if a mobility-impaired applicant is not present in the pool of applications received.

Units designed for the mobility impaired are offered, when available, in the following order:

- FIRST, current residents who require the accessibility features of the unit;
- SECOND, the first eligible preference applicant who has a mobility impairment and requires the accessibility features of the unit;
- THIRD, the first eligible non-preference applicant who has a mobility impairment and requires the accessibility features of the unit;
- FOURTH, to applicants who do not need the features of the unit (with preference applicants first). JCHE will prepare a lease addendum that requires the tenant to transfer when a non-accessible unit becomes available and a mobility impaired applicant is identified.

Unit Transfers

Tenants will only be transferred from one unit to another for the following reasons:

A. A disabled tenant requires a transfer to a specially designed modified unit.

B. A household occupying a wheelchair accessible unit does not require the features of the unit.

Tenants approved for transfers are offered suitable units in order of date and time of request. All moving costs associated with transfers are borne by the tenant. However if a tenant is transferred as a reasonable accommodation due to a household member's disability, then the owner will pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

VII. VERIFICATIONS

Each applicant household is required to provide all information and authorization necessary to enable JCHE to verify the applicant's qualification for preference status, income eligibility, and household composition.

Verification methods conform to DHCD and HUD requirements. Whenever possible, third party written verifications are obtained. If those are not possible, oral third party verifications are acceptable. Applicant/tenant provided documents and certifications will be considered upon at JCHE's discretion.

Applicants and tenants are required to:

- A. Provide verification of income, assets, exclusions and deductions from income;
- B. Provide verification of household size, age and relationship;
- C. Execute release of information statements requested, including releases for tax returns if requested.
- D. Provide verification of any preference for selection claimed.
- E. JCHE may also consider information from a credit bureau, record of prior criminal history, or housing court history. If JCHE chooses to check this information for one applicant, information will be secured on all applicants.

Screening and verification methods are applied consistently and uniformly for all applicants and tenants. JCHE's application includes a Verification form, and both a Criminal and Sex Offender Background Information form. JCHE staff reserve the right to request and require additional information though appropriate sources if determined necessary.

All applicant and tenant information collected is maintained confidentially and kept for a period of no less than three years following application withdrawal or tenant move-out.

VIII. <u>LEASING AND LEASE ENFORCEMENT</u>

A. The Lease

Upon assignment and acceptance of an available unit, the prospective tenant will execute a lease with JCHE in a form approved by DHCD and HUD. The lease specifies the initial term and the renewal term.

Leases are signed by the Head of Household and all adult members of household (if applicable). One executed copy of the lease will be placed in the tenant file, and another will be given to the tenant. Requirements of the lease will become a part of this policy by reference. A new lease will be executed with a household whenever any of the following occur:

- 1. A signer of the lease ceases to be a member of the household;
- 2. A new spouse or co-head (approved in advance) joins the household;
- 3. The household is transferred to another unit;
- 4. JCHE and/or DHCD or HUD require new lease terms to be implemented.

Attachments to the lease include the Unit Inspection Report, Lease Addendum, House Rules, Declaration of Citizen/Immigration Status and Declaration of Criminal and Sex Offender Background Information.

B. Security Deposits

Prior to occupancy new residents must pay a security deposit, equal to the Tenant Rent. JCHE will collect, retain, refund and pay interest on security deposits in accordance with state law and HUD regulations.

C. Schedule of Rents, Utility Allowances and Other Charges

Households are charged a monthly rent based on the programmatic specifications for their unit. Tenants of the eight (8) Section 8 units will be charged a monthly rent which is based upon HUD's rent formula for the Section 8 program. Tenants of the 22 MRVP units will be charged a monthly rent which is based upon the MRVP program regulations. Residents of the 20 tax credit apartments will be charged a monthly rent based on HUD's allowable rent for 60% AMI LIHTC units. Residents of the 10 moderate income apartments will be charged a monthly rent based on HUD's allowable rent for 99% AMI. Residents of the 6 unrestricted apartments will be charged a rent that will be set at below-market rents. Tenants must also pay HUD approved charges for specific services provided by JCHE and damages to the unit or common area caused by the

tenant, the tenant's guests, or the tenant's pet. Rules governing payment of rent and other charges are specified in the Lease, Lease Addendum, the House Rules, and in the Resident Handbook which is incorporated herein by reference.

D. Evictions

JCHE will only commence eviction action against a tenant for:

- 1. Material non-compliance with the terms of the lease (including non-compliance with the requirements contained in House Rules and the Resident Handbook);
- 2. Failure to abide by State and local tenant laws;
- 3. Other good cause (including failure to accept lease modifications);
- 4. Criminal activity by tenant or any guest on premises; and
- 5. Non-payment of rent

Written records documenting eviction actions shall be maintained by JCHE in strict confidence and shall contain all of the following information:

- 1. Name of tenant and identification of unit occupied.
- 2. Copies of the Termination Notice and any subsequent correspondence or notices.
- 3. Specific reason(s) for eviction. For example, if a tenant is being evicted for conditions endangering health and safety of other tenants and damages to the building, the record shall detail the actions for which the eviction has been instituted.
- 4. Responses or answers, if any, received from the tenant.
- 5. Date and method of notifying tenant of reasons and showing a summary of any conference(s) with the tenant, including the names of conference participants.
- 6. Dated and signed records of the minutes of any hearings held.
- 7. Date and description of the final action taken.

E. Unit Inspections

- Each unit will be inspected jointly by the tenant(s) and a JCHE staff member at the time of lease execution, on the day the unit is vacated, and annually during tenancy. Tenants will be given reasonable advance notice of the date and time of the inspections.
- The tenant should be present during the inspection but if he/she is unable to be, management will conduct the inspection independently. A written inspection form will be used.
- Conditions noted during inspections will result in appropriate actions such as: more frequent inspections, requests for maintenance services, lease enforcement actions against tenants, and charges for damages to units.

IX. REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES

Applicants and tenants who meet HUD's definition of "individual with disabilities" may request accommodations to enable them equal access to the housing program, including modifications made to their units.

Requests for accommodations should be directed to the JCHE 504 Coordinator, who will follow established procedure for determining the feasibility and costs.

When JCHE and DHCD or HUD concur that the accommodations requested would result in an undue financial or administrative burden for the property, the applicant or tenant will be permitted to make accommodations at his/her own expense, provided they meet the development's standards of workmanship. JCHE reserves the right to impose specific requirements on the applicant or tenant as permitted under the law.

X. LOTTERY AND WAITING LISTS

A. Initial Lottery for Income-Restricted Units: At the commencement of the initial application period, JCHE will announce the availability of rental applications, including how a potential applicant may obtain an application. The announcement will include a deadline of not less than 60 days after the initial announcement during which applications will be accepted. All applications received during this initial application period will be considered as being received on the last day of the period.

All applicant households receive a letter acknowledging receipt of their application, noting any preferences for unit type and whether the household requires accessibility features. Each application is assigned an application number.

A modified Open Lottery will be utilized for all unit types where the number of applicants exceeds the number of units. In the Open Lottery Drawing, application numbers will be selected at random and applicants shall be given a number in the order of the draw. The Wheelchair Accessible units will be considered first. This will be followed by consideration of the Standard Units. In accordance with the procedures delineated below, applicants will be placed on the waiting list for the various unit types for which they would like to be considered and appear to be eligible.

- 1. Lottery Procedures for Wheelchair Accessible Units: The 4 accessible units will be filled by the eligible applicants requesting a wheelchair accessible unit with the lowest number from the Open Lottery Drawing.
- 2. Lottery Procedure for Extremely Low Income PBV units: The 8 units with ELI PBV's will be filled by the eligible applicants with income eligibility who have the lowest number from the Open Lottery Drawing.
- 3. Lottery Procedures for Tax Credit and Moderate Income: The lottery for standard units will be considered last. These units will be filled by the eligible applicants who have the lowest number from the Open Lottery Drawing.
- B. Initial Waiting List after Lottery: All applications for units filed after the deadline for the initial lottery will be placed on the Open applicant waiting list(s) for each eligible unit type as explained in Section V.
- C. Direct Referrals: Units for chronically homeless individuals with disabilities will be rented through a direct referral process in partnership with Hearth.

Fair Housing Training and History

Site staff will receive ongoing training in the Fair Housing laws pertaining to resident selection and occupancy issues. The most recent training was conducted by Ross Business Development in April 2018 by the staff shown below.

There are no prior Fair Housing complaints against JCHE.





















NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

If you have a disability and as a result of your disability you need...

- * a change in the rules or policies of how we do things that would give you an equal chance to live here and use the facilities or take part in programs on site,
- * a change or repair within your apartment that would give you an equal chance to live here and use the facilities or take part in programs on site,
- * a change or repair to some other part of the housing site that would give you an equal chance to live here and use the facilities or take part in programs on site,
- * a change in the way we communicate with you or give you information,

You may ask for this kind of change, which is called a REASONABLE ACCOMMODATION.

If you can show that you have a disability and if your request is reasonable (does not pose "an undue financial or administrative burden"), we will try to make the changes you request.

We will give you an answer in 60 days unless there is a problem getting the information we need or unless you agree to a longer time. We will let your know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

If yo need help filling out a REASONABLE ACCOMMODATION Request Form or if you want to give us your request in some other way, we will help you.

You can get a REASONABLE ACCOMMODATION Request Form at the Resident Service Department, or by contacting the JCHE 504 Coordinator:

Ms. Sarah Green-Vaswani
Jewish Community Housing for the Elderly
30 Wallingford Road
Brighton, MA 02135
(617) 912-8412
711 - TTY

NOTE: All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.



Chair Bernard Kaplan

President & CEO Amy Schectman

30 Wallingford Road Brighton, MA 02135-4708

Tel 617-912-8400 Fax 617-912-8489 TDD 617-789-4868

jche.org



Relocation Plans, Budgets, and Notices

In order to extend the corridors of the existing building, a small number of existing apartments will be impacted. For the Lower Addition, five apartments are expected to be reconfigured and one existing apartment is expected to be lost. For the Upper Addition, three existing apartments will be lost.

Our budget assumes that we will temporarily relocate the residents from the five units to be reconfigured and move them back to the reconfigured apartments. The relocation budget also assuming that we will permanently relocate the residents of the four existing units that will be lost to other similar units in Golda Meir House prior to the start of construction.

The relocation budget is based on recent experience in the Golda Meir House renovation and Kurlat House renovation, both of which involved extensive temporary relocation. For both these projects, JCHE contracted with Housing Opportunities Unlimited, a Boston-based company that specializes in relocation and resident support. JCHE staff worked closely with HOU on the relocation plans, required notices, phasing, communications with residents, and support on the day of moves. The proposed relocation budget of \$60,000 includes two moves for each of the reconfigured apartments and one move for the four permanent moves.

Supplement to DESIGN & CONSTRUCTION: ARCHITECTURAL ACCESS WORKSHEET F. This worksheet may be expanded onto additional pages as needed. **REQUIRED PROPOSED** 1. Site access – accessible route 20.1 GENERAL An accessible route shall provide a 20.1 An accessible route is provided from all areas continuous unobstructed path connecting accessible spaces outside the building to areas inside the building and and elements inside and outside a facility. Accessible routes within the building via elevators. may include but are not limited to walks, halls, corridors, aisles, skywalks, and tunnels. Accessible routes may not 20.2 Within the boundary of the site an accessible include stairs, steps, or escalators, even if the stairs and route is provided from accessible parking, accessible steps are required to be accessible under 521 CMR. passenger loading zones, and public streets or sidewalks to the accessible building entrance they 20.2 LOCATION Within the boundary of the site, an serve and coincides with the route for the general accessible route(s) shall be provided from accessible public. parking, accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they 20.2.1 an accessible route connects the buildings, serve. The accessible route(s) shall coincide with the route facilities, elements and spaces that are on our site. for the general public. 20.2.1 At least one accessible route shall connect accessible buildings, facilities, elements and spaces that are on the same site. 2. Accessible parking (identify proposed total # of spaces) 10.3 PARKING SPACES FOR DWELLING UNIT OCCUPANTS 113 parking spaces provided. The number of accessible spaces shall not be limited in 5 are required to be accessible 6 are provided. number by 521 CMR 23.2.1, Number but shall be provided in 1 of the 6 is van accessible per CMR 23.4.7 sufficient numbers to meet the needs of the dwelling unit The number of handicap spaces meets the needs of occupants. If parking spaces are assigned to individual units, the dwelling unit occupants. Spaces are unassigned. those spaces designated for accessible units shall have signage reserving said space. An international symbol of accessibility need not be used. 23.2 NUMBER Accessible spaces shall be provided as follows: 23.2.1 Total Parking in Lot 101-150 Required Minimum Number of Accessible Spaces 5 23.2.2 One in every eight accessible spaces, but not less than one, shall be van accessible, See 521 CMR 23.4.7. 23.4.7 Van Accessible spaces shall comply with the following: a. Provide minimum vertical clearance of eight feet, two inches (8'2" = 2489mm) at the parking space and along at least one vehicle access route to such spaces from

site entrance(s) and exit(s).

3. Building entrances & accessible routes within buildings

- 25.1 GENERAL All public entrance(s) of a building or tenancy in a building shall be accessible.
- 25.2 APPROACH The approach to an accessible entrance shall be a paved walk or ramp with a slip resistant surface, uninterrupted by steps. Entrance(s) shall have a level space on the interior and exterior of the entrance doors
- 26.1 GENERAL All doors and openings along accessible routes shall have a clear opening of not less than 32 inches
- 26.6 MANEUVERING CLEARANCE A minimum clear floor area shall be provided on both sides of all doors as described in 26.6.3, 26.6.4, and 26.6.5

- 25.1 All public entrances are accessible. Where steps are provided, ramps are also provided
- 25.2 All accessible entrances are paved or have a slip resistant surface. Where steps are provided, ramps are also provided. Entrances have level spaces on the interior and exterior of entrance doors.
- 26.1 All doors along accessible routes and entry doors into units have clear 32" openings or more.
- 26.6 All doors have the minimum clear floor areas on both sides of all doors as described in 26.6.3, 26.6.4, and 26.6.5

4. Common areas & facilities (offices, laundry rooms, community rooms, etc.)

10.1 GENERAL The public use and common use spaces of multiple dwellings in existing buildings consisting of 12 or more units in a building, shall be accessible and shall comply with 521 CMR. Public and common use spaces are those spaces inside or outside a building that are used by residents and/or visitors. Public use and common use spaces shall include but not be limited to community facilities, meeting rooms, restaurants, recreation spaces, health facilities, pools, public toilet rooms, laundry areas, trash areas, storage areas, mailboxes, walks, sidewalks, parking lots and garages, entrances, elevators, lobbies and foyers, as well as corridors and stairways leading to dwelling units.

This project consist of two new construction additions to the building.

At the upper building there is a fully accessible entry lobby. No other common spaces are provided.

At the lower building there is clinic space that will be fit out by others. This space will be fully accessible from the interior of the building as well as the exterior. There is also a small amenity space at the ground level also fully accessible. It is currently un-programmed.

The building additions are connected directly at each floor level to the existing building along accessible routes. Common spaces, mailboxes, laundry and trash facilities in the existing building will be along accessible route from the addition.

There is an accepted MAAB variance for relief for the clearances of an existing trash chute that will remain in effect.

5. Group 1 Units (MAAB) (include units covered by the FHA)

9.3 GROUP 1 DWELLING UNITS all dwelling units must be constructed as Group 1 Dwelling Units, except those covered in 521 CMR 9.4, Group 2 Dwelling Units.
Group 1 units must comply with 521 CMR 9.5, and, 521 CMR 42.00: GROUP 1 BATHROOMS; 521 CMR 43.00: GROUP 1 KITCHENS; and 521 CMR 46.00: GROUP 1 BEDROOMS.

We are providing 69 new units in two additions 65 will be Group 1 4 will be Group 2

2 will be accommodated for persons who are deaf or hard of hearing.

6. Group 2 Units (MAAB)	
9.4 GROUP 2 DWELLING UNITS at least 5% of the dwelling	See above
units must be Group 2A units. Group 2A units must comply	
with 521 CMR 9.5, Dwelling Unit Interiors; and 521 CMR	
44.00: GROUP 2 BATHROOMS; and 521 CMR 45.00: GROUP	
2 KITCHENS; and 521 CMR 47.00: GROUP 2 BEDROOMS.	
9.7 SLEEPING ACCOMMODATIONS FOR PERSONS WHO ARE	
DEAF OR HARD OF HEARING. In addition to those units	
required to be accessible by 521 CMR 9.4, Group 2 Dwelling	
Units, 2% of the total number of dwelling units in the	
complex or project, but not less than one shall comply with	
9.7.1 – 9.7.4	