

**COMMUNITY PRESERVATION FUNDING AGREEMENT between
CITIZENS for AFFORDABLE HOUSING IN NEWTON DEVELOPMENT
ORGANIZATION, INC. (CAN-DO) and the CITY of NEWTON
to support the development of
AFFORDABLE COMMUNITY HOUSING at 236 AUBURN STREET**

This AGREEMENT made as of May 2, 2018 by and between Citizens for Affordable Housing In Newton Development Organization, Inc. (CAN-DO), a Massachusetts corporation, having a usual place of business located at c/o MetroWest Collaborative Development at 79-B Chapel Street, Nonantum, MA 02458 (hereinafter "Grantee") and the City of Newton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Director of Planning and Development or his designated staff, but without personal liability to him, (hereinafter the "City"); collectively, the "Parties."

WITNESSETH THAT:

WHEREAS, the Grantee owns the real property with buildings thereon known and numbered 236 Auburn Street, Newton, Massachusetts (hereinafter the "Property"); and

WHEREAS, the Grantee intends to rehabilitate the Property as three (3) units of permanently affordable rental housing for families and five (5) units within a congregate home for individual adults with disabilities; and

WHEREAS the resulting project ("the Project") will include two (2) three-bedroom units and one (1) two-bedroom unit rented to households whose gross annual household income does not exceed 60% of area median income and five (5) units in a congregate home for individual adults with intellectual or other disabilities whose gross annual household income does not exceed 30% of area median income, in both cases based on area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area (MSA), adjusted for family size; and

WHEREAS, the Grantee applied for and received approval from the Community Preservation Committee ("CPC") and the City Council, upon the Funding Recommendation of the CPC, for a grant in the amount of \$977,700.00 subject to certain conditions set forth herein; and

NOW THEREFORE, the Parties do mutually agree to the following General Provisions:

****GENERAL PROVISIONS****

1. Subject Matter.

This Agreement sets forth the terms and conditions under which the Grantee shall receive funding from the City in the amount of Nine Hundred Seventy-Seven Thousand Seven Hundred (\$977,700.00) Dollars. The Grantee agrees to use such funding for the Project, to create three (3) units of permanently affordable rental housing for families and a congregate home with five (5) units of permanently affordable rental housing for individuals with disabilities, at 236 Auburn Street in accordance with the terms and conditions of the approval of the City Council (**Attachment A**) and the Funding Recommendation of the CPC (**Attachment B**), in compliance with the following description:

Project Description:

The project includes the partial demolition and exterior restoration of a nineteenth-century house (hereinafter "the **Historic Home**") and the construction of both a two-family duplex (hereinafter "the

Duplex") and a five-bedroom congregate house (hereinafter "**the Congregate Home**"), on a lot with approximately eighteen thousand square feet (18,760) in the Auburndale village of Newton, MA.

When the project is complete, the **Historic Home** will front the public way, Auburn Street. The **Duplex** will be located behind the Historic Home, and the **Congregate Home** will be located behind the Duplex, at the rear of the site. Both the Historic Home and the Duplex will contain single-family rental units. A short driveway will access parking spaces for the single-family units, plus a separate small parking lot for a van and two parking spaces to serve the Congregate Home.

The oldest portion of the **Historic Home** dates to the 1860s and is an Italianate two-and-a-half-story frame structure, with simple gable geometries and a center gable dormer over the one-story entry porch. The rear additions made to this home in the 1930s and 1950s are not in character with the oldest portion of the home and will be demolished. The original portion of the home will be relocated onto a new poured-in-place concrete foundation, replacing the existing rubble foundation, which has been cosmetically patched but is not structurally sound. The exterior window, door, siding and eave trim details on the original portion of the home will be restored, and new cedar clapboard siding to match the original siding will be installed. The interior will be repartitioned to provide a single-family unit with three bedrooms, one-and-a-half baths, kitchen, dining and living room.

The new **Duplex** will be of modular construction, factory finished at the interior, with foundations and exterior finishes constructed on site. The Duplex will include two single-family housing units: one with two bedrooms, one bath, kitchen/dining and living room, and one with three bedrooms, one and half baths, kitchen, dining room, and living room. Each of these units will be two stories, with simple intersecting gable roof, wood siding and double hung window units. The exterior will have clapboards equal in exposure to those of the oldest portion of the Historic Home, the roofline will be slightly lower than that of the Historic Home, and the overall appearance of the Duplex design will be designed so as not to dominate the architectural character of the Historic Home.

The **Congregate Home** will include five accessible bedrooms, two baths, a kitchen, dining, and living room with a live-in staff office/bedroom and bath. The house will be a single story, site built, wood frame dwelling. Gable roofs, wood siding, and double-hung windows will match the character and geometries of the Duplex and the preserved portion of the Historic Home.

2. Conditions for Initial Release of Funds.

Grantee agrees to meet the following conditions prior to requesting the initial release of grant funds:

(a) Grantee shall provide proof of ownership of the Property as evidenced by a deed recorded with the Middlesex South Registry of Deeds, Book 68683, Page 242, attached hereto as **Attachment C**.

(b) Grantee shall submit for City approval prior to final execution the legal development agreement between Grantee and Metro West Collaborative Development for the overall management and completion of the project. This final agreement is listed as **Attachment D** below.

(c) The Grantee shall provide evidence that it has secured all other funding sources necessary to complete the Project, including rates and terms.

(c) The Grantee shall submit an allocation plan approved in writing by the City of Newton Housing Programs Manager, showing how total project costs will be covered by applying funds from each source only to costs that are eligible uses of funds from that source.

(d) The Community Preservation Program Manager shall confirm local approval of the Grantee's current Reasonable Accommodation/Reasonable Modification Policy.

(e) Grantee shall execute a Memorandum of Agreement (MOA) with the City of Newton and the Massachusetts Historical Commission under the terms of 36 CFR 800.6, "Resolution of adverse effects," specifying the measures that will be taken to mitigate the adverse impact on the Historic Home of its partial demolition and relocation. In their letter dated 6 July 2017, MHC stated that "1) the information submitted to MHC to date in addition to the MHC's Inventory Form will serve as adequate documentation for this project, but ... the plan to move the building must [be consistent] with 2) John Obed Curtis's book, "Moving Historic Buildings" (U.S. Dept of the Interior 1979). A copy is attached hereto as **Attachment E**.

(f) Grantee shall execute a Declaration of Affordable Housing Covenants in recordable form, in accordance with M.G.L. c. 184 § 32. Said Declaration will be a perpetual restriction, the terms of which will preserve the Property's affordable housing rental units for qualifying households and will conform with the requirements of the Project and any other requirements imposed in connection with funding received under the Community Preservation Program. A copy of the Declaration of Affordable Housing Restrictions shall be recorded at the Middlesex South Registry of Deeds. A copy is attached hereto as **Attachment F**.

(g) Grantee shall reasonably assist the City in publicizing the Project and shall provide progress reports as requested by the CPC or the City Council.

(h) Grantee understands and agrees that it may not request payment under this Funding Agreement for any costs already covered by or charged to any other funding source.

Requests for payment should be addressed to:

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

3. Conditions for Subsequent Release of Funds.

Once the conditions in paragraph 2 above have been met to the satisfaction of the Community Preservation Program Manager, Grantee may submit requests for reimbursement of approved project costs as set forth in Grantee's Funding Request to the CPC (**Attachment G**) and in the CPC's Funding Recommendation to the City Council (**Attachment B**). Requests for payment must be mailed or hand-delivered to the address in Paragraph 2(h). Requests may be made as significant portions of the work are completed, but no more often than biweekly, and subject to the following conditions:

(a) Request for Payment of Construction Costs.

Prior to requesting reimbursement of costs associated with construction, Grantee shall submit the following:

- i. A final scope of work and specifications for construction and an executed contract for all work set forth in Grantee's CPC proposal. Said contract must be certified by the City of Newton Purchasing Department as having been procured in compliance with the City's current procurement policy for private grantees receiving Newton CDBG and CPA funding, included here as **Attachment H**.

- ii. The project's building or other permits as may be required.

(b) Submissions Required with Requests for Reimbursement.

With any request for reimbursement, Grantee shall remit fully executed MassDocs Requisition Forms as supplied by City staff to the Community Preservation Program Manager, including:

- i. Documentation of the approved reimbursable costs incurred, such as, but not limited to, architect's or contractor's invoices and copies of other paid bills.
- ii. A status report showing current projected date of occupancy and percentage completion of tasks from the scope of work/specifications in Paragraph 3(a)(i). Said status report shall contain: a description of the work that is complete, work that remains to be completed, as well as any changes made in that scope of work in response to site conditions or requests from City inspectors or departments, as well as all expenditures to date in a format based on the original approved project budget, to permit clear comparison of planned and actual expenditures.

(c) Inspections Prior to Disbursement

- i. Upon any submission for reimbursement under this section, the work specified in a request shall be inspected by the City of Newton's housing construction and rehabilitation coordinator, or another City employee with equivalent qualifications. Once inspected, and approval of Grantee's request for payment is granted, the City shall make periodic progress payments to Grantee in the amount of the invoice attributable to the completed portion of the work.
- ii. An independent audit shall be conducted at the rough electrical/rough plumbing stage to ensure that the design and installation of the project's planned accessibility features are compatible with all applicable accessibility standards. The City of Newton's ADA Coordinator shall approve of the entity that conducts the audit and shall oversee the audit.

4. Conditions for Final Release of Funds.

Upon completion of the Project to the satisfaction of the Community Preservation Program Manager, but prior to the release of the final \$97,000.00 (10%) of CPA grant funds, Grantee shall

- (a) convey to the City, in a form acceptable to the Newton Historical Commission or its designee and approved by the Secretary of the Massachusetts Historical Commission and recorded at the Middlesex South Registry of Deeds, a perpetual historic preservation restriction on the Historic Home as restored and relocated, which shall prohibit further modifications to the exterior except upon approval by the Newton Historical Commission or its designee
- (b) prior to execution and recording, submit for City approval a master deed and all other condominium and legal documents that will govern the ownership and uses of the property once the Congregate Home has been transferred to the Barry L. Price Center for Rehabilitation.

Also prior to release of the final 10% of CPA funds under this agreement, Grantee shall submit to the City in writing, and present to the CPC in person, a final project report with the following components:

- (c) a copy of the certificate of occupancy

- (d) certification by the project architect that the project was completed in accordance with the final approved plans
- (e) a table comparing the costs and sources in the original approved project budget to the actual costs and sources, with a short narrative explaining the differences
- (f) analysis of project results, including a description of households served and suggestions, if any, for improving the funding and management process or final results of similar future projects
- (g) If units have not been rented at the time of this final report, Grantee may omit the description of households served from the report but must submit that information to the City of Newton's Planning & Development Department as soon as the units are rented.
- (h) To confirm that all units created by the Project will be listed on the City of Newton's Subsidized Housing Inventory, the Planning & Development Department shall approve and submit a copy of the Project's Affirmative Fair Housing Marketing Plan, and shall also submit a copy of the Certificate of Approval from the state Dept. of Housing and Community Development (DHCD), as recorded at the Registry of Deeds.
- (i) The Grantee shall record the Declaration of Affordable Housing Covenants and the Historic Preservation Restriction at the Middlesex South District Registry of Deeds.

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

5. Completion Deadline and Return of Unspent Funds.

All funds shall be spent within 30 months from the date of execution of this Agreement, or by any extension of this deadline granted in writing by the CPC or its designee.

Grantee shall return to the City's Community Preservation Fund any portion of the grant funds not used for the Project.

6. Conditions Subsequent to Receipt of Funds.

- (a) Grantee shall manage its portion of the Property as affordable rental housing, with two 3-bedroom units and one 2-bedroom, in accordance with Grantee's proposal to the CPC (**Attachment G**) and in the CPC's Funding Recommendation to the City Council (**Attachment B**).
- (b) Grantee shall market the rental units in accordance with the approved Affirmative Fair Housing Marketing Plan described in paragraph 4(h) above.
- (c) Grantee shall assist the City of Newton as needed in obtaining written confirmation that the units in this project have been added to the state-maintained Subsidized Housing Inventory for the City of Newton.

7. Insurance Requirements.

Grantee shall keep the Property insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices and in compliance with the standards outlined further in **Attachment K**.

8. Initial Reporting Requirement.

Before a lease is signed and prior to initial occupancy of each affordable unit, Grantee shall submit a report to the Community Preservation Program Manager, identifying the household composition, characteristics and income of the prospective tenant households.

9. Recapture of Funds.

If the Grantee fails to comply with the requirements of this Agreement, the approval of the City Council, or the Funding Recommendation of the CPC, then the funds shall revert back to the City's Community Preservation Fund, and the Grantee shall be liable to repay the entire amount of the funding to the City. The City may take such steps as necessary, including legal action, to recapture such funds.

10. Record Keeping.

The Grantee agrees to keep such records as are kept in the normal course of business and as may be required by the City. Upon reasonable notice, Grantee shall provide the City with full and free access to such records with respect to utilization of the proceeds of this Agreement.

11. Termination.

In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, the approval of the City Council, or the Funding Recommendation of the CPC, then the City shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon such termination, the City shall be free to pursue any rights or remedies available at law or in equity, including without limitation, recapture of funds under paragraph 9.

12. Compliance with Applicable Laws.

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

13. Equal Opportunity.

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

14. Fair Housing Marketing.

The Grantee and its assigns shall adopt and implement affirmative marketing procedures for the Property consistent with the City of Newton's obligation as a grantee of the federal Department of Housing and Urban Development to affirmatively further fair housing and meet any other marketing or other requirements for listing of these units on the Subsidized Housing Inventory by the Massachusetts Department of Housing and Community Development.

15. Monitoring.

The City shall annually evaluate the performance of the Grantee and may make a determination as to

whether the Grantee has complied with this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to this Agreement. With reasonable notice and during normal business hours and as often as the City may deem necessary, Grantee shall make available all such records and documents as requested by said Parties for audit and/or monitoring. The City may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

16. Successors and Assigns.

The terms of this Agreement, including but not limited to the reporting, marketing, insurance and monitoring requirements in paragraphs 6, 7, 8 and 15 shall be binding on the Grantee's successors and assigns. The Grantee shall promptly provide notice to the City of any change in ownership of the Property.

17. Conflict of Interest; Bonus and Benefit Prohibited.

(a) No member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Newton or the Commonwealth of Massachusetts, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the subject funding programs during his or her tenure or for one year thereafter, shall have any interest or benefit, direct or indirect, in any contract or subcontract, or in the proceeds thereof, in connection with this Agreement, including work to be performed.

(b) Grantee shall not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of or concurrence to complete the work financed in whole or in part by this Agreement.

18. Indemnification.

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

19. Notice.

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

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

To Grantee:
Jennifer Van Campen, Executive Director
Citizens for Affordable Housing Development in Newton Organization (CAN-DO)
79-B Chapel Street
Nonantum, MA 02458

20. Changes.

In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the Grantee shall request the change in writing. If the City agrees to such changes, they must be approved in writing by the City and incorporated into this Agreement as amendments.

21. Other Provisions.

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

- A. Approval of the City Council by Council Orders dated 2 October 2, 2017 and April 2, 2018
- B. CPC Funding Recommendation dated 23 June 2017
- C. Deed of the Property
- D. Development Agreement Between CAN-DO and Metro West Collaborative Development, for overall management & completion of the project
- E. Memorandum of Agreement with Massachusetts Historical Commission re: Moving of Historic House at 236 Auburn Street
- F. Declaration of Affordable Housing Covenants
- G. Grantee's CPC Funding Request for Affordable Housing Development
- H. City of Newton Procurement Policy for Affordable Housing Projects Receiving CPA, CDBG, or HOME Funds
- I. Certification of Tax Compliance
- J. Corporate Certificate of Authority and Certificate of Good Standing for CAN-DO
- K. Insurance Requirements
- L. Legal Agreement Between CAN-DO and Barry L. Price Center for Rehabilitation, for acquisition of the completed Congregate Home

{SIGNATURE PAGE SEPARATE BELOW}

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in three sets to be effective when executed by the Mayor of the City of Newton.

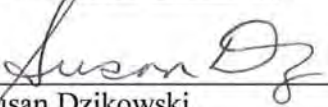
CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.

By:  4/13/18
Jennifer Van Campen, Executive Director Date

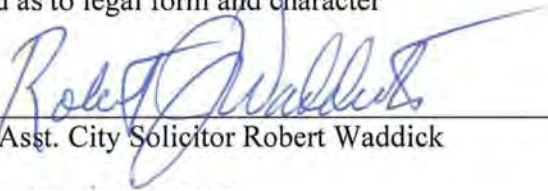
CITY OF NEWTON

By:  4/26/18
Barney Heath Date
Director of Planning and Development

I certify that funds are available within Account # 21C11423-5797 in the amount of \$677,700.00 and within Account #21B11423-5797 in the amount of \$300,000 for this Agreement.

By:  4/30/18
Susan Dzikowski Date
Comptroller of Accounts

Approved as to legal form and character

By:  5/1/18
Asst. City Solicitor Robert Waddick Date

CONTRACT APPROVED

By:  5/2/18
Ruthanne Fuller, Mayor Date

ATTACHMENT A

#221-17

CITY OF NEWTON

IN CITY COUNCIL


October 2, 2017


ORDERED:

That, in accordance with the recommendations of the Land Use Committee through its Chair Marc C. Laredo; and the Finance Committee through its Chair Leonard J. Gentile, three hundred thousand for historic rehabilitation and six hundred seventy-seven thousand seven hundred dollars (\$677,700) for affordable housing be hereby appropriated from the Community Preservation Fund as shown below to the Planning and Development Department for a grant to Citizens for Affordable Housing Development in Newton (CAN-DO) to create eight units of permanently affordable rental housing at 236 Auburn Street, Auburndale, including five units in a congregate home to be owned and operated by the Barry L. Price Rehabilitation Center, as described in CAN-DO's proposal submitted to the Community Preservation Committee in May 2017.

From: Community Preservation Budget Reserve (21R10498-5790)	\$331,597
Community Preservation Housing Reserve (21R10498-5790C)	\$346,103
Community Preservation Historic Resources Reserve (21R10498-5790B)	\$300,000
To: Auburn Street Housing (21C11423-5795)	\$977,700

Under Suspension of Rules
Readings Waived and Approved
21 yeas 2 nays (Councilors Ciccone and Gentile), 1 absent (Councilor Lappin)


(SGD) DAVID A. OLSON
City Clerk


(SGD) SETTI D. WARREN
Mayor

Date 10-6-17

Account number corrected by second Council order, attached.

#193-18

CITY OF NEWTON

IN IN CITY COUNCIL

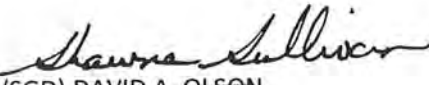
April 2, 2018

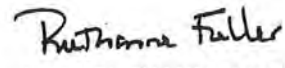
ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chair Leonard J. Gentile, a transfer of funds in the amount of three hundred thousand dollars (\$300,000) to reflect the intent of Council Order #221-17, be and is hereby approved as follows:

From:	Auburn Street Housing 21C11423-5795).....	\$300,000
To:	Auburn Street Historic Rehabilitation (21B11423-5795).....	\$300,000

Under Suspension of Rules
Readings Waived and Approved
23 yeas 0 nays 1 absent (Councilor Downs)


(SGD) DAVID A. OLSON
acting City Clerk


(SGD) RUTHANNE FULLER
Mayor

Date: 4/10/18

ATTACHMENT B

City of Newton

Setti D. Warren
Mayor

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

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

Barney S. Heath
Director

Community Preservation Committee
Funding Recommendation for
AUBURN STREET
Affordable Housing & Historic Rehabilitation

date: 23 June 2017
from: Community Preservation Committee
to: The Honorable City Council

PROJECT GOALS & ELIGIBILITY

This project will create 8 units of rental housing permanently affordable to households at up to 60% of the area median income (AMI): one 3-bedroom unit in the oldest part of a rehabilitated Italianate home originally built in the 1860s; a new modular building with one 3-bedroom and one 2-bedroom unit; and a second, fully accessible modular building designed as a 5-bedroom congregate home for adults with intellectual disabilities, to be owned and operated by the Barry L. Price Rehabilitation Center.

The project is eligible for CPA funding as the creation of affordable housing. The adaptive reuse of the historic house is also eligible for CPA historic resources funding, based on the Newton Historical Commission's declaration that the house is significant in Newton's local history and on the sponsor's commitment to comply with the federal historic rehabilitation standards required by the Community Preservation Act (MGL Ch. 44B).

RECOMMENDED FUNDING

After its public hearing on 31 May 2017, on 8 June 2017 the Community Preservation Committee (CPC) voted 7-0 (chair Jonathan Yeo and member Don Fishman absent) to recommend appropriating \$977,700 for this project as shown below, from the Community Preservation Fund's reserves and fund balances for housing and historic resources and if needed from the Fund's general reserve, to the Planning & Development Department for a grant to CAN-DO, for any purpose implied in this summary budget:

USES	by type of construction & (no. of housing units)	Congregate - New (5)	Family - Historic (1)	Family - New (2)	Total (8)
acquisition		\$256,645	\$526,634	\$161,721	\$945,000
construction		\$780,318	\$605,485	\$551,327	\$1,937,129
soft costs, including but not limited to: architecture, engineering, legal, permitting, marketing/tenant selection, taxes, insurance, development consultant		\$163,029	\$68,524	\$105,041	\$336,594
developer overhead / fee (50% / 50%; combined total ≈ 10% of other costs)		\$119,999	\$120,064	\$81,809	\$321,872
capitalized operating reserves			\$4,500	\$10,500	\$15,000
	TOTAL DEVELOPMENT COST	\$1,319,991	\$1,325,207	\$910,398	\$3,555,595
SOURCES					
CPA (\$300,000 historic resources, \$677,700 affordable housing)					\$977,700
CDBG (\$1,020,000) and HOME (\$447,900)					\$1,467,900
Facilities Consolidation Fund (state funds, for congregate home only)					\$659,995
sale of completed congregate home to Price Center (using bank mortgage)					\$450,000
				TOTAL SOURCES	\$3,555,595

website www.newtonma.gov/cpa

contact Alice E. Ingerson, Community Preservation Program Manager

email aingerson@newtonma.gov phone 617.796.1144

Preserving the Past  Planning for the Future

SPECIAL ISSUES CONSIDERED BY THE CPC

As for past small-scale affordable housing projects, many CPC members expressed concern about this project's high per-unit costs and about the long-term economic sustainability of the family units, to be owned by CAN-DO. However, all members also recognized that the congregate home provided important leverage for Newton public funds through access to state funds for which the rest of the project could not qualify and through the Price Center's capacity to carry a mortgage for that building, which it will own.

The Committee recognized that many reasons for the project's high costs were also reasons for the strong community support expressed at the public hearing, including from abutters. The project is in an ideal village-center location, close to shopping and transportation. The project's small scale will minimize its visual impact on the neighborhood streetscape. The project will preserve a relatively rare and early (pre-1870) historic home by moving it onto a new foundation, preserving or restoring its exterior, and rehabilitating its extensively reconfigured and deteriorated interior. Finally, the project's congregate home for residents with medically intensive disabilities will be costly to construct, but it will also allow these young adults to remain in their community, near their families.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. All recommended CPA funds will be appropriated within 6 months, and the project will be completed within 24 months, after the date of this recommendation. If either deadline cannot be met, CAN-DO may request a written extension from the CPC, which the Committee may grant at its discretion.
2. All housing units created through this project will be listed on the state Subsidized Housing Inventory.
3. CAN-DO, as the final owner of the family housing, and the Barry L. Price Center, as the final owner of the congregate home, will grant to the City of Newton a permanent preservation restriction on the historic home and permanent affordability restrictions on all housing units. Affordability restrictions for the family housing will allow for "high HOME" rents, based on incomes up to 60% of the area median.
4. The phased release of CPA funds for the project will be governed by a detailed grant agreement that includes but is not limited to the conditions required of past CPA-funded housing projects: initial release upon final commitment of all funding required to complete the project, plus receipt of a Comprehensive Permit; initial release for construction upon procurement of a construction contract through the City of Newton Purchasing Dept., plus receipt of a building permit; phased release of developer overhead, based on construction progress; release of the funding for the developer fee upon completion of construction; and release of final 10% of the CPA grant upon receipt and presentation of a final report to the CPC.
5. Any CPA funds appropriated but not used for the purposes stated herein will be returned to the Newton Community Preservation Fund.

KEY OUTCOMES

The Community Preservation Committee will evaluate this project based on how well it meets conditions 1 through 3 above.

ATTACHMENTS (delivered to the clerks of the Land Use Committee and Finance Committee)

- ◆ Copy of the CPC's project webpage showing all information available there, including community comments received in writing: www.newtonma.gov/gov/planning/cpa/projects/auburn.asp

In addition, once minutes of the CPC's 31 May 2017 public hearing and 8 June 2017 are approved, they will be posted on the CPC's [Committees & Meetings](#) page:

www.newtonma.gov/gov/planning/cpa/committee/default.asp#Meetings.

- ◆ Slide presentation to the CPC on 31 May 2017
- ◆ Key portions of the proposal to the CPC, including: project budgets, Newton Historical Commission review, site & floor plans, elevations and construction cost estimates
- ◆ Underwriting analysis by independent consultant, required for Newton HOME funding
- ◆ Background on the affiliation between CAN-DO and Metro West Collaborative Development

ATTACHMENT C

Bk: 68683 Pg: 242



Bk: 68683 Pg: 242 Doc: DEED
Page: 1 of 2 12/29/2016 12:27 PM

DB

Return to:

JOSEPH ROSSI
ATTORNEY AT LAW
2120 COMMONWEALTH AVENUE
NEWTON, MA 02466

QUITCLAIM DEED

I, **Maia R. Perel, Personal Representative of the Estate of Peter I. Parel a/k/a Pyotr Perel, Middlesex Probate and Family Court Docket #M16P1756EA, of Lawrence, Kansas, holder of a Decree of License to Sell Real Estate from the Probate Court of Middlesex County dated December 2016, by power conferred by said Decree and every other power,**

For consideration paid of Nine Hundred Thousand Dollars (900,000.00),

Grant to **Citizens For Affordable Housing In Newton Development Organization, Inc., a Massachusetts corporation** with a principal office at 1075 Washington Street, Newton, MA 02465,

with quitclaim covenants,

236 Auburn Street, Newton

The land with the buildings thereon situate on the Southerly side of Auburn Street in that part of Newton, Middlesex County, Massachusetts know as Auburndale and being number 236 Auburn Street, bounded and described as follows:

- NORTHERLY: by Auburn Street, one hundred seven (107) feet;
- EASTERLY: by land now or formerly of William E. Tyler, one hundred ninety (190) feet;
- SOUTHERLY: by land now or formerly of George Banker, one hundred seven (107) feet, ten (10) inches and
- WESTERLY: by land now or formerly of F. Shumway, one hundred seventy (170) feet.

Excepting, however, from the above described premises, so much of the same as was taken by Massachusetts Turnpike Authority as set forth in instrument recorded with Middlesex South District Registry of Deeds on March 7, 1963 in Book 10228, Page 235.

Grantor states under the pains and penalties of perjury that there are no persons entitled to rights of homestead in the premises.

For Grantor's title, see Deed dated November 4, 2014 and recorded with the Middlesex South County Registry of Deeds at Book 64494, Page 22.

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 12/29/2016 12:27 PM
City# 258188 Doc# 00235158
Fee: \$4,104.00 Cons: \$900,000.00

Bk: 68683 Pg: 243

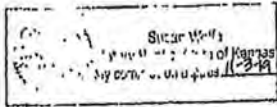
Witness my hand and seal this 7th day of December, 2016.

**Maia R. Perel, Personal Representative
of the Estate of Peter I. Perel a/k/a Pyotr Perel**

STATE OF KANSAS

Doughs, ss

On this 7th day of December, 2016, before me, the undersigned notary public, personally appeared **Maia R. Perel, Personal Representative as aforesaid**, and proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.



Notary Public
My Commission Expires: 11-3-19

ATTACHMENT D

Development Services Agreement

This development Services Agreement (this "Agreement") is made as of the 29 day of September, 2017, between Citizens for Affordable Housing Newton Development Organization (the "Owner"), a Massachusetts non-profit company and Metro West Collaborative Development (the "Developer"), Inc. a Massachusetts non-profit company.

BACKGROUND

- A. The Owner has acquired a property located at 236 Auburn St., Newton, Massachusetts (the "Property").
- B. The Owner desires to rehabilitate the existing house and add an additional seven units of affordable housing (the "Project").
- C. The Owner has engaged the Developer to oversee the development of the Project until all rehabilitation and development work is completed and to provide certain services relating thereto.
- D. The Developer has agreed to perform such services on the terms and conditions set forth below.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Engagement. The Owner engages the Developer to render services in overseeing the development of the Project for the Owner as herein contemplated and authorizes the Developer to exercise such powers as may be necessary and appropriate in connection with the performance of such services. The Developer agrees to perform the services pursuant to the terms and conditions hereof and agrees to use its best efforts in the performance of such services. The Developer shall act as an independent contractor in the performance of its responsibilities and this Agreement shall not be deemed to create an employer-employee relationship, either express or implied, between the Owner and the Developer.
2. Services. The Developer shall use its best efforts to perform or cause to be performed the following services:
 - a) Supervise and coordinate the preparation of cost, income, and other financial projections for the development of the Project. Such projections shall be supplemented and/or updated throughout the course of the development to reflect material changes in the scope or timing of development;
 - b) Perform and/or direct on behalf of the Owner, the following functions relevant to the design and rehabilitation of the Project:

- i. Supervise and coordinate the activities of the architect, engineers, construction manager and other professional consultants involved in the development and rehabilitation of the Project;
- ii. Negotiate on behalf of the Owner any necessary agreements with public authorities and utility companies relating to access, traffic control, utility services, flood control and other matters affecting the development of the project;
- iii. Review and approve schematic, design development and final plans and specifications relating to the Project for compliance with design criteria and the construction contract;
- iv. Secure on behalf of the Company insurance coverage sufficient to protect the Owner's interest in the project during the development of the Project;
- v. Obtain, or cause to be obtained, at the Owner's expense, such certificates, licenses, permits and approvals as are necessary for the development of the Project;
- vi. Maintain a central control file of all design, engineering and development documents including contracts, plans and specifications;
- vii. Coordinate for the Owner its obligations under its construction loan financing and other financing sources; and
- viii. Supervise and coordinate the filing of all necessary reports regarding the utilization of Minority, Women-owned, and Section 3 Business Enterprises in connection with the development of the Project.

The Developer is authorized to perform any other service that it deems reasonably necessary to carry out its responsibilities hereunder and as may be relevant to the development of the Project after reasonable notice to the Owner under the circumstances, providing the Owner the opportunity to object to and thereby to prevent the performance of such other services.

3. Overhead and Developer Fee of the Project. The Overhead and Developer Fee, as established in the approved budget, shall belong to the Owner and be paid to the Owner in regular installments as requisitions are approved and funded by the Project lenders.
 4. Developer Fee for Service. The Developer shall be paid for their time and materials by the Owner in regular installments as the Project proceeds and funds are available. It is anticipated that the total contract will not exceed \$78,000.
 5. No Assignment. This Agreement may not be assigned, in whole or in part, by either party, without obtaining written consent of the Project lenders.
 6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and shall supersede any previous agreement between the Developer and the Owner. This Agreement shall be binding
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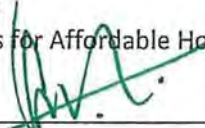
upon and insure to the benefit of the Owner and the Developer and their respective successors and assigns, and may be changed only by written instrument signed by their duly authorized officers or representatives.

7. Applicable Law. This Agreement, and the application or interpretation hereof shall be governed by the laws of the Commonwealth of Massachusetts.
8. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.
9. Nonrecourse. No member of the Owner shall have any personal liability for the payment of any sum of money which is, or may become, payable under or pursuant to this Agreement, or for the performance of any obligation under or arising pursuant to this Agreement, and the Developer agrees to look only to the assets of the Owner for any such payment or performance.
10. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect the remaining provisions in this Agreement.

(Signature Page to Follow)

In witness whereof, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Owner:
Citizens for Affordable Housing Newton Development Organization, Inc.

By:  _____
Suneeth John, President

Developer:
Metro West Collaborative Development, Inc.

By:  _____
Jennifer Van Campen, Executive Director


ATTACHMENT E



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

MEMORANDUM

TO: Rachel Powers
Community Development Programs Manager
City of Newton
Department of Planning and Development
1000 Commonwealth Avenue
Newton, MA 02459

FROM: Brona Simon 
Executive Director
Massachusetts Historical Commission

DATE: March 27, 2018

RE: Can-Do Housing, 236 Auburn Street, Newton, MA; MHC# RC. 61470

Enclosed please find a copy of the MOA for your records. The MHC has retained the original copy for our files. These comments are offered to assist in compliance with Section 106 of the National Historic Preservation Act of 1966 (36 CFR 800). Please do not hesitate to contact Linda Santoro of my staff if you have any questions.

Enclosure

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF NEWTON,
CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.,
AND THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER

WHEREAS, the Citizens for Affordable Housing in Newton Development Organization, Inc. [Can-Do] ("Proponent") has proposed to redevelop the existing building at 236 Auburn Street in Newton, MA; and

WHEREAS, the Proponent is receiving Community Block Development Grant funds as distributed by the City of Newton ("City") and HOME Investment Partnership Program funds from the West Metro Home Consortium, and has sought the comments of the Massachusetts State Historic Preservation Officer (MASHPO) pursuant to Section 106 of the National Historic Preservation Act (36 CFR 800); and

WHEREAS, the City is currently authorized, under the provisions of Title II of the Cranston-Gonzales National Affordable Housing Act, as amended, to distribute HOME funds in accordance with the terms of the HOME Program Mutual Cooperation Agreement by and between the municipalities of the West Metro Home Consortium and the City; and

WHEREAS, The Newton Community Development Authority, in accordance with the terms of the Memorandum of Understanding by and between the City of Newton and the NCDA, is authorized to distribute funds under the provisions of Title I of the Housing and Community Development Act of 1974, and HOME funds under Title II of the Cranston-Gonzales National Affordable Housing Act, as amended; and

WHEREAS, the proposed redevelopment will require the demolition of two existing twentieth-century additions of the building at 236 Auburn Street; and

WHEREAS, the building at 236 Auburn Street (NWT.2191), in MASHPO staff opinion, meets the criteria of eligibility for listing in the National Register of Historic Places; and

WHEREAS, the City and the MASHPO have determined that the proposed demolition constitutes an "adverse effect" on the building at 236 Auburn Street in Newton, MA pursuant to 36 CFR 800.5(a)(2)(i); and

WHEREAS, no feasible or prudent alternatives to the adverse effect exist that would avoid or minimize the adverse effect of the project;

NOW THEREFORE, the City and the Proponent, together with MASHPO, agree that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the project on the building at 236 Auburn Street;

STIPULATIONS

The City of Newton and the Proponent shall ensure that the following measures are carried in coordination with the MASHPO:

- 1) **DOCUMENTATION:** The photographs and information submitted to the MASHPO thus far will serve as adequate mitigation documentation for this project.
- 2) **BUILDING RELOCATION:** The proposed specifications for structure relocation should be developed in a manner consistent with *Moving Historic Buildings* by John Obed Curtis (US Department of the Interior, 1979).
- 3) **NOTIFICATION OF DATE OF RELOCATION:** The City shall notify the MHC of the date of the relocation and its new geographical location.

Execution of the Memorandum of Agreement by the City of Newton, the Proponent, and the MASHPO, its subsequent filing with the Council, and the implementation of its terms, shall establish that the City of Newton has taken into account the effects of the undertaking on historic properties.

NEWTON COMMUNITY DEVELOPMENT AUTHORITY

By: [Signature] Date: 3/15/18
Name:
Title:

MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER

By: [Signature] Date: 3/27/18
Name: Brona Simon
Title: State Historic Preservation Officer
Massachusetts Historical Commission

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC

By: [Signature] Date: 3/15/18
Name: [Signature]
Title: Ex. Director

ATTACHMENT F

DECLARATION OF AFFORDABLE HOUSING COVENANTS

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC. (CAN-DO), a Massachusetts corporation having a usual place of business located at c/o Metro West Collaborative Development at 79-B Chapel Street, Nonantum, MA 02458 and owner in fee simple of property known as 236 Auburn Street in Newton, Massachusetts, acting by and through its Executive Director pursuant to a Certificate of Vote recorded herewith (the "Owner") hereby covenants and agrees for itself, its successors, heirs and assigns, that the parcel described in Exhibit A, attached hereto and incorporated herein, (hereinafter the "Property") shall be subject to the following restrictions for the benefit of the Newton Community Development Authority, having a mailing address of Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts, 02459 (the "NCDA"), its successors and permitted assigns.

The consideration for this Declaration of Affordable Housing Covenants (hereinafter "Covenant") is a loan to the Owner from the Newton Community Development Authority, which is evidenced by a promissory note and secured by a mortgage of the Property of even date recorded herewith at the Middlesex South District Registry of Deeds.

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

1. **Purpose.** The purpose of this Covenant is to ensure that the Property will be retained as affordable housing for occupancy by low and moderate-income households as defined by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. This Covenant is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184.
2. **Covenants.** The Owner intends, declares and covenants on behalf of itself, its successors and assigns that these covenants, agreements, and restrictions are not merely personal covenants of the Owner and shall run with the land and shall bind the Owner, its successors and assigns and inure to the benefit of the NCDA, and its successors and assigns.
3. **Term.** For the maximum duration permitted by law with the approval of the Commonwealth of Massachusetts, pursuant to General Laws, Chapter 184, Sections 31-33, and in the event such approval is not given, for a period of fifty (50) years from the date of this Covenant and for such further time thereafter (up to ninety-nine (99) years) as this Covenant may be lawfully extended (including without limitation extensions permitted under General Laws, Chapter 184, Section 27-30), the property shall be maintained as affordable housing as defined in paragraph 1 above.
4. **Completion Date.** The date on which all required Certificates of Occupancy for the rental units on the Property are issued by the City of Newton Inspectional Services Department and

the Owner has provided written notification to the NCDA and the NCDA has verified that all units are fully occupied, as provided in the CDBG and HOME Program Loan Agreement of even date between the NCDA and the Owner. If the units receive Certificates of Occupancy and are occupied on different dates, then the Completion Date shall be the date of occupancy of the unit that is occupied last.

5. Owner's Warranties and Representations. During the term of this Covenant as defined in paragraph 3 beginning from the Completion Date as defined in paragraph 4 above, (hereinafter "affordability period") the Owner shall comply with the following requirements:

- A. Fixed HOME-Assisted Units: The Owner shall provide two units of rental housing at the Property which shall be rented at HOME Program rents as defined by the United States Department of Housing and Urban Development for the twenty (20) year HOME Affordability Period and set forth in 24 CFR 92.252. One (1) two-bedroom unit and one (1) three-bedroom unit shall be designated as High HOME units and occupied by low-income households with incomes that do not exceed sixty percent (60%) of the current area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area (AMI) or other statistical area designated by HUD, adjusted for family size (Low Income Family) for the duration of the HOME Affordability Period. The actual income limits are determined by HUD and published annually in the Federal Register. Notwithstanding the above, upon completion of the twenty (20) year period, any HOME Program imposed rules not also mandated by other programs, shall expire. The expiration of the HOME rules shall not impact the affordability period placed on the units by any other programs.
 - i Rents, including utilities, may not exceed the maximum rent limits imposed by the United States Department of Housing and Urban Development. Rent for the two-bedroom and three-bedroom HOME-Assisted Units, including utilities, may not exceed the lesser of the fair market rent as established by HUD or one-twelfth of thirty percent (30%) of the annual income of a family whose income equals sixty-five percent (65%) of the median income for the Area adjusted for number of bedrooms in the unit (the High HOME rent limit) as determined and published annually by HUD. The Owner must use utility allowances provided by the NCDA in determining tenant rents. NCDA shall establish maximum monthly utility allowances for utilities and services (excluding telephone) and update the allowances annually.
 - ii. A tenant whose income met the income limits at the time of initial occupancy, but whose income eventually exceeds sixty percent (60%) of the area median income, but does not exceed eighty percent (80%) of the Family-size Adjusted Area median income, may remain in the unit and shall thereafter be treated as a Low Income Family provided that the monthly rent should not exceed the lesser of the fair market rent as determined by HUD or one-twelfth of thirty percent (30%) of the adjusted income of a family whose annual income equals sixty-five percent (65%) of the median income for the Area, as determined by HUD, with adjustments for number of bedrooms in the unit (the High HOME Rent) as determined and published annually by HUD. The Owner must use utility allowances provided by the NCDA in determining tenant rents. NCDA shall

establish maximum monthly utility allowances for utilities and services (excluding telephone) and update the allowances annually. A Family who resides in the HOME- Assisted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted Area median income, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an Income qualified Family and must pay as monthly rent the Over-income Rent. "Over-income" rent is adjusted so that the household is paying the lesser of the amount payable by the tenant under State law or City Ordinance or thirty percent (30%) of the household's adjusted monthly gross income. As soon as the "over-income" tenant vacates the Property, the Owner must re-rent the unit to an income-eligible household. After the expiration of the twenty (20) year period of HOME affordability, units must continue to be occupied by households with incomes that do not exceed sixty percent (60%) of the area median income for the Boston-Cambridge-Quincy, Metropolitan Statistical Area (AMI), adjusted for family size.

- B. CDBG Affordable Unit: The Owner shall also provide one (1) three-bedroom rental unit which meets the occupancy and affordability requirements set forth in the CDBG Program requirements at 24 CFR 570. The CDBG unit shall be occupied by low-income households with incomes that do not exceed sixty percent (60%) of the AMI for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size (Low Income Family). The actual income limits are determined by HUD and published annually in the Federal Register.
- i. Rents, including utilities, may not exceed the maximum rent limits imposed by the United States Department of Housing and Urban Development. Rent for the three-bedroom Affordable Unit under this section, including utilities, may not exceed the lesser of the fair market rent as established by HUD or one-twelfth of thirty percent (30%) of the annual income of a family whose income equals sixty-five percent (65%) of the median income for the Area adjusted for number of bedrooms in the unit (the High Home rent limit) as determined and published annually by HUD, except as may be permitted or required by a subsidy program with which the Owner or tenant participates, such as the Section 8 program. The Owner must use utility allowances provided by the NCDA in determining tenant rents. NCDA shall establish maximum monthly utility allowances for utilities and services (excluding telephone) and update the allowances annually.
 - ii. A tenant whose income met the income limits at the time of initial occupancy, but whose income eventually exceeds sixty percent (60%) of the area median income, but does not exceed eighty percent (80%) of the Family-size Adjusted Area median Income, may remain in the unit and shall thereafter be treated as a Low Income Family provided that the monthly rent not exceed the lesser of the fair market rent as determined by HUD annually or exceed one-twelfth of thirty percent (30%) of the annual income of a household whose income equals sixty-five percent (65%) of the median

income for the Area adjusted for number of bedrooms in the unit (the High HOME Rent). The Owner must use utility allowances provided by the NCDCA in determining tenant rents. NCDCA shall establish maximum monthly utility allowances for utilities and services (excluding telephone) and update the allowances annually. A Family who resides in the Affordable Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted Area median income, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income qualified Family and must pay as monthly rent the Over-income Rent. "Over-income" rent is adjusted so that the household is paying the lesser of the amount payable by the tenant under State law or City Ordinance or thirty percent (30%) of the household's adjusted monthly gross income. As soon as the "over-income" tenant vacates the Property, the Owner must re-rent the unit to an income-eligible household.

- C. CDBG Affordable Units: The Owner shall also provide five (5) one-bedroom units of the congregate housing for severely disabled adults which meet the occupancy and affordability requirements set forth in the CDBG Program requirements at 24 CFR 570. The congregate units shall be occupied by households with incomes that do not exceed 30% of the AMI for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size (Extremely Low-Income Family).
- i. Rents, including utilities, may not exceed the maximum rent limits imposed by the United States Department of Housing and Urban Development. Rent for the one-bedroom Affordable Units under this section, including utilities, may not exceed one-twelfth of thirty percent (30%) of the annual income of a family whose income equals thirty percent (30%) of the median income for the Area adjusted for number of bedrooms in the unit, except as may be permitted or required by a subsidy program with which the Owner or tenant participates, such as the Section 8 program. The Owner must use utility allowances provided by the NCDCA in determining tenant rents. NCDCA shall establish maximum monthly utility allowances for utilities and services (excluding telephone) and update the allowances annually.
 - ii. A tenant whose income met the income limits at the time of initial occupancy, but whose income eventually exceeds thirty percent (30%) of the area median income, but does not exceed eighty percent (80%) of the Family-size Adjusted Area median income, may remain in the unit, and shall thereafter be treated as an Extremely Low Income Family provided that the rent is adjusted so that the monthly rent not exceed the lesser of the fair market rent as determined by HUD annually or exceed one-twelfth of thirty percent (30%) of the annual income of a household whose income equals thirty percent (30%) of the median income for the Area adjusted for number of bedrooms in the unit. A Family who resides in the Affordable Unit, who qualified as a Low Income Family at the time of such Family's initial

occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted Area median income, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income qualified Family and must pay as monthly rent the Over-income Rent. "Over-income" rent is adjusted so that the household is paying the lesser of the amount payable by the tenant under State law or City Ordinance or thirty percent (30%) of the household's adjusted monthly gross income. The Owner must use utility allowances provided by the NCDCA in determining tenant rents. NCDCA shall establish maximum monthly utility allowances for utilities and services (excluding telephone) and update the allowances annually. As soon as the "over-income" tenant vacates the Property, the Owner must re-rent the unit to an income-eligible household.

- D. The Owner represents warrants and covenants that the determination of whether a resident meets the income requirements set forth herein shall be made by Owner at the time of the leasing of the units and thereafter at least annually on the basis of the current income of such resident. The Owner shall maintain as part of its records, copies of all leases governing the rental of the units as may be executed throughout the affordability period and all initial and annual income certification(s) by the tenant(s) of the units. At the request of the NCDCA, the Owner shall provide copies of records documenting the annual and monthly gross and adjusted income of each resident occupying the units. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to NCDCA such reports as the NCDCA may deem necessary to ensure compliance with the requirements of this Covenant and of the CDBG and HOME Programs.
- E. Prior to initial occupancy of the units and annually thereafter, the Owner shall submit to the NCDCA a proposed schedule of monthly rent and monthly allowances for utilities and services for the units. Such schedule shall be subject to the approval of NCDCA for compliance with the requirements of applicable HUD regulations. After approval of a schedule of rent and allowances by NCDCA, rents shall not be increased without either (a) a specific request by Owner for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days prior written notice by Owner to the affected tenant(s).
- F. The Owner shall not demolish any part of the Property or substantially subtract from any real or personal property of the Property except in conjunction with renovation or rehabilitation of the Property or construction of a new project on the Property, in either case subject to the prior written consent of the NCDCA, which consent shall not be unreasonably withheld. The Owner shall not permit the use of any residential unit for any purpose other than housing.
- G. The Owner represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Owner (subject to the approval of the lender(s)

which will provide the financing) will use its best efforts to repair and restore the Property to substantially the same condition as existed prior to the event causing such damage or destruction, and the Owner represents, warrants and agrees that the Property shall thereafter continue to operate in accordance with the terms of this Covenant.

- H. Any use of the Property or activity thereon which is inconsistent with the purpose of this Covenant is expressly prohibited. The Owner shall carry out each activity provided for in this Covenant in compliance with all applicable federal laws and regulations described in 24 CFR 570, Community Development Block Grant Program and 24 CFR Part 92, the HOME Investment Partnership Program, as amended.

6. Condition of Property. By its acceptance of this Covenant, NCDCA does not undertake any liability or obligation relating to the condition of the Property.

7. Instruments to Enforce Covenant. The NCDCA is authorized to record or file any notices or instruments appropriate to ensuring the enforceability of this Covenant; and the Owner on behalf of itself and its successors and assigns appoints the NCDCA its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree to execute any such instruments upon request. The Owner and the NCDCA intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

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

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

Owner of record prior to assumption of the mortgage, in full satisfaction of its equity interest in the Property.

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

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

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

For Owner:
Executive Director
Citizens for Affordable Housing Development in Newton, Inc.
c/o Metro West Collaborative Development
79-B Chapel Street
Nonantum, MA 02458

11. Enforcement.

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

- (i) specific performance of the provisions of this Covenant, which shall be the preferred remedy;
- (ii) voiding of any rental arrangement that violates this Covenant;
- (iii) In the case of any rental arrangement where the Owner is found to have violated willfully or in bad faith, then money damages for charges in excess of rents permissible under this Covenant;
- (iv) If any action is brought to enforce this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of bringing such action, in addition to any other relief or remedy to which such party may be entitled.
- (v) The Owner hereby grants to the NCDCA and its duly authorized representatives the right to enter upon the Property upon reasonable notice for the purpose of enforcing the restrictions contained in this Covenant and to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Covenant. Notwithstanding the definition of Owner hereinbefore contained, the rights of enforcement for violations of this Covenant shall survive any subsequent sale or transfer of the Property.

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

13. **Governing Law.** This Covenant shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Covenant must be in writing and executed by all of the parties hereto. If any provision of this Covenant shall to any extent be held invalid, the remainder shall not be affected.

IN WITNESS WHEREOF the said Citizens for Affordable Housing in Newton Development Organization, Inc. (CAN-DO) has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Jennifer Van Campen, Executive director, its duly authorized representative, this 3rd day of April, 2018.

Citizens for Affordable Housing in Newton Development Organization, Inc. (CAN-DO)

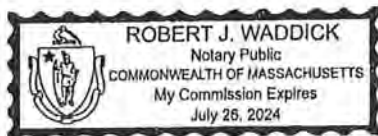
By: [Signature]
Jennifer Van Campen
Its: Executive Director

4/3/18
Date

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 3rd day of April, 2018, before me, the undersigned notary public, personally appeared the above-named Jennifer Van Campen proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director of Citizens for Affordable Housing in Newton Development Organization, Inc. (CAN-DO)



[Signature]
Notary Public
My Commission expires: 7/26/2024

EXHIBIT A

LEGAL DESCRIPTION

The land with the buildings thereon situate on the Southerly side of Auburn Street in that part of Newton, Middlesex County, Massachusetts known as Auburndale and being number 236 Auburn Street, bounded and described as follows:

NORTHERLY: by Auburn Street, one hundred seven (107) feet;

EASTERLY: by land now or formerly of William E. Tyler, one hundred ninety (190) feet;

SOUTHERLY: by land now or formerly of George Banker, one hundred seven (107) feet, ten (10) inches and

WESTERLY: by land now or formerly of F. Shumway, one hundred seventy (170) feet.

Excepting, however, from the above described premises, so much of the same as was taken by Massachusetts Turnpike Authority as set forth in instrument recorded with Middlesex South District Registry of Deeds on March 7, 1963 in Book 10228, Page 235.

Owner states under the pains and penalties of perjury that there are no persons entitled to rights of homestead in the premises.

For Owner's title, see Deed dated December 7, 2016 and recorded with the Middlesex South County Registry of Deeds at Book 68683, Page 242.

ATTACHMENT G

City of Newton



Setti D. Warren
Mayor

**Newton, Massachusetts Community Preservation Program
FUNDING REQUEST**

PRE-PROPOSAL PROPOSAL

Last updated February 2017.

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

*(For staff use)
date rec'd:*

28 April 2017

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	Auburn Street Affordable Housing & Historic Preservation			
Project LOCATION	Full street address (with zip code), or other precise location. 236 Auburn Street, Auburndale MA 02466			
Project CONTACTS	Name & title or organization	Email	Phone	Mailing address
Project Manager	Linda Moody, RE Project Manager, Metro West CD	linda@metrowestd.org	617-923-3505	79B Chapel St., Newton, MA 02458
Other Contacts	Jennifer Van Campen, Exec. Dir., CAN-DO	jvc@metrowestcd.org	617-923-3505	79B Chapel St., Newton, MA 02458
Other Contacts	Justin Sallaway, President, Price Rehab. Ctr.	jsallaway@thepricecenter.org	617-244-0065	27 Christina St., Ste. 201, Newton, MA 02461
Sponsoring Orgs. (check all that apply)	Non-profit	Certified CHDO	Public Agency	Project LLC
Anticipated Project FUNDING	A. Newton CPA funds: \$472,800 Housing & \$472,800 Historic	B. Newton CDBG/HOME funds: \$1,000,000 CDBG & \$500,000 HOME	C. Other funds: \$659,995 FCF & \$450,000 sale to Price	D. Total project cost (A+B + C): \$3,555,595
Project SUMMARY	Explain how the project will use the requested Newton public funds. For housing, please cover location, rehab vs. new construction, rental vs. ownership, target population, and unit composition. You may provide more detail in attachments, but your PROJECT SUMMARY MUST FIT IN THE SPACE BELOW.			
<p>The project consists of 8 units of affordable housing: 5 units within a new 2493 sq. ft. congregate house for individuals with medically intensive disabilities, 1 three bedroom 1280 sq. ft. and 1 two bedroom 1020 sq. ft. in attached modular homes and the restoration of the existing 1512 sq. ft. nineteenth century house on the site into a 3 bedroom single family home. All units will be rental housing.</p> <p>There will be full handicapped accessibility in the congregate home. There will be a tot lot on site and 10 parking spaces, including room for a handicapped van. A proposed small addition to the historic house will contain an office and a ½ bath to provide meeting space for tenants and their service providers.</p> <p>The historic house will be preserved consistent with the current architectural preservation standards and will be further fortified by moving it to a new foundation on the site.</p> <p>The project is located within ¼ mile of Auburndale village center and within walking distance of the commuter rail, the express bus, and the MBTA station at Riverside. Within the village center are a supermarket, two banks, the post office, a gas station, and several restaurants. Several possible employment opportunities are available nearby including the Marriott Hotel, Lasalle College and Village and the Newton Wellesley Hospital. There is also a park within ¼ mile.</p>				

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		Auburn Street Affordable Housing & Historic Preservation			
USE of CPA and CDBG/HOME FUNDS		HISTORIC RESOURCES		COMMUNITY HOUSING	
CHECK ALL THAT APPLY	create	not allowed		X	
	preserve	X			
	new construction			X	
	rehabilitate/restore	X		X	
HOUSING TARGET POPULATION <i>Check all that apply.</i>					
<input checked="" type="checkbox"/> Individual/Family	<input checked="" type="checkbox"/> Homeless/At Risk of Homelessness	<input checked="" type="checkbox"/> Special needs/disabilities (identify population & provider of support services, if any):			
HOUSING TYPE <i>Check all that apply.</i>					
<input checked="" type="checkbox"/> Rental	<input checked="" type="checkbox"/> Individual/single family	<input checked="" type="checkbox"/> Group residence/congregate			
HOUSING UNIT COMPOSITION <i>List the development's number of units in each category.</i>					
	Total	≤ 30% AMI	≤ 50% AMI	≤ 80% AMI	80- <100% AMI
congregate unit	5	5			
2 BR	1		1		
3 BR	2		2		
COMMUNITY NEEDS & OUTREACH	For community needs , provide a brief quote with plan title, year and page number from each of at least 2 plans linked to <i>Guidelines & Forms</i> on www.newtonma.gov/cpa showing how this project meets already recognized needs. For community outreach , summarize both efforts to date & future plans.				
<p>This project will address 1) affordable housing needs, 2) historic preservation of a significant house, and 3) provision of housing to a developmentally challenged population in great need of accessible housing.</p> <p>Comprehensive Plan: The Housing Section emphasizes the steady decrease in both affordable rental and ownership units in the City and the need to protect diversity. Under Housing Goals titled "Utilizing Existing Housing" on pp 5-8 states "the importance of bringing affordability to existing housing as one of the means to attain our housing goals".</p> <p>Consolidated Plan 7/2015 to 6/2020: pp 100-101, comments on overcrowding of units occupied by low income families and their cost burden. This project will serve larger families and charge rents that are more than \$200 less than fair market rents for the area.</p> <p>Community Needs: Ramping Up: Planning for a More Accessible Newton: recommends "taking significant steps to implementing fair housing and choice for people with disabilities."</p> <p>Newton Leads 2040: Suggests that, "If action is not initiated, there are clear consequences for the City in terms of housing diversity and economic development outcomes. The Newton Leads 2040 Housing Strategy supports the traditional diversity of housing while at the same time providing smart, contextual, sustainable housing options that add value to the fabric of the community."</p> <p>Community Outreach: 3 councilors (Gentile, Harney, Sangiolo) are aware of this project. Several abutters have reviewed plans and there will be a neighborhood meeting in May to address neighbor concerns.</p>					
COMMUNITY CONTACTS	List at least 3 Newton residents or organizations willing and able to comment on the project and its manager's qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. Consult staff on the community contacts required for your specific proposal.				
	Name & title or organization	Email	Phone	Mailing address	
	Marcia Johnson, Newton resident		617-581-9314	39 Bemis St., Newtonville 02466	
	Mary Ryan, Newton resident		617-947-1869	36 Freeman St., Auburndale 02466	
	Karla Armenoff, Newton resident		617-332-1435	57 Evergreen Ave., Auburndale 02466	

You may adjust the space for each question, but the combined answers to all questions on this page must fit on this page.
 Full proposals must include separate, detailed budgets in addition to this page.

Project TITLE		Auburn Street Affordable Housing & Historic Preservation	
SUMMARY CAPITAL/DEVELOPMENT BUDGET			
Uses of Funds: see attached full budget for complete breakdown			
Congregate Housing - Acquisition			\$256,645
Congregate Housing – Design (Architectural and Engineering)			\$86,179
Congregate Housing – Construction			\$977,167
Family Housing – Acquisition			\$ 161,721
Family Housing – Design (Architectural and Engineering)			\$54,304
Family Housing - Construction			\$694,373
Historic Preservation (adaptive reuse for family housing) - Acquisition			\$526,634
Design (architectural and engineering)			\$35,699
Historic Preservation (adaptive reuse for family housing) - Construction			\$762,874
E. TOTAL USES (should equal D. on page 1 and F. below)			\$3,555,595
Sources of Funds		Status (requested, expected, confirmed)	
Newton CPA funding: Housing and Historic			\$ 945,600
Newton CDBG/HOME funds			\$1,500,000
FCF			\$659,995
Sale to Price Center			\$450,000
F. TOTAL SOURCES (should equal D. on page 1 and E. above)			\$3,555,595
SUMMARY ANNUAL OPERATIONS & MAINTENANCE BUDGET (cannot use CPA funds)			
Uses of Funds			
Congregate Housing			\$1,363,000
Family Housing (excludes interest and capital costs)			\$30,408
G. TOTAL ANNUAL COST (should equal H. below)			\$1,393,408
Sources of Funds			
Congregate Housing (DDS & Rent)			\$1,309,880
Family Housing (Rent)			\$35,739
I. TOTAL ANNUAL FUNDING (should equal G. above)			\$1,345,619
Project TIMELINE		Phase or Task	Season & Year
		Newton Historical Commission Hearing, FCF Pre-App In	Feb 2017
		Community outreach, CPC pre-app, FCF full proposal, CDBG, HOME apps in	March 2017
		Community outreach, CPC meeting, CPC full app, CDBG, HOME conditional commitments	April 2017
		CPC hearing, PEL Submission	May 2017
		CPC recommendation to Council	June 2017
		DHCD site visit	July 2017
		All funding commitments, Comp. permit granted, 20 day appeal	August 2017
		ZBA Comp. permit request	September 2017
		Construction drawings, construction closings and public procurement process	Oct - Dec 2017
		General Contractor procurement	January 2018
		Building Permit, construction begins	March 2018
		Construction substantial completion	January 2019

Project TITLE		Auburn Street Affordable Housing & Historic Preservation	
✓ = submitted w pre-proposal		↓ Check off submitted attachments here. updates as of 6 & 21 April 2017	
REQUIRED.	✓	PHOTOS	of existing site or resource conditions (2-3 photos may be enough)
	✓	MAP	of site in relation to nearest major roads (omit if project has no site)
REQUIRED for full proposal.	PROJECT FINANCES printed and as computer spreadsheets, with both uses & sources of funds		
	x	development pro forma/capital budget: include total cost, hard vs. soft costs and contingencies, and project management time from contractors or staff	
	x	operating/maintenance budget, projected separately for each of the next 10 years – including Price Ctr congregate housing	
	x	description of planned ownership structure (condominium)	
	x	rental subsidy, if any: sources, commitment letters or application/decision schedules	
	x	market analysis: including prevailing/trending rents or prices & target population	
	x	affirmative marketing & resident selection plan	
	x	non-CPA funding: commitment letters, letters of inquiry to other funders, fundraising plans, etc., including both cash and est. dollar value of in-kind contributions	
	x	purchasing of goods & services: briefly summarize sponsor's understanding of applicable state statutes and City policies	
REQUIRED for full proposal.	x	HISTORIC SIGNIFICANCE	attachments analyzing historic significance and significant features, and showing how project meets national preservation standards
REQUIRED for full proposal.	PROJECT SPONSOR FINANCES & CAPACITY		
	x	most recent annual operating budget & audited financial statement	
	x	transition plan, mission & current housing portfolio, including how this project fits both	
	x	previous similar projects completed, with photographs	
	x	fair housing: training completed, past complaints & their resolution	
	x	Boards of Directors & project managers/team: list skills, experience, tenure & affiliations (incl. City boards or commissions)	
	SITE CONTROL, VALUE & DEED RESTRICTIONS		
	x	deed	
	x	appraisal by independent, certified real estate appraiser	
	x	owner's agreement to permanent deed restrictions for affordability & historic preservation	
	ZONING & PERMITTING		
	x	short email confirming review by the Development Review Team (DRT)	
	x	brief property history: at least the last 30 years of ownership & use	
	x	environmental mitigation plans: incl. lead paint, asbestos, underground tanks & results of phase 1 environmental assessment (may be submitted separately when available)	
	x	zoning relief and permits required: incl. parking waivers, demolition or building permits, comprehensive permit or special permit	
	x	other approvals required: local & state historical commissions, disability & architectural access boards, etc.	
	DESIGN, CONSTRUCTION & ACCESSIBILITY		
	NA	home inspection report by a licensed professional, for rehabilitation	
	x	site plan, floor plans & elevations	
x	architectural access worksheet: highlight accessibility in excess of legal requirements		
x	reasonable accommodation/reasonable modification policy		
x	scope of construction work: highlight "green" or sustainable features & materials		
OPTIONAL		LETTERS of SUPPORT	from Newton residents, organizations, or businesses

Project TITLE Auburn Street Affordable Housing & Historic Preservation	
ARCHITECTURAL ACCESS WORKSHEET	
Use this table to show how the proposed project will meet or exceed the most stringent applicable requirements.	
REQUIRED	PROPOSED
1. Site access – accessible route	
Site access to the congregate house is required, site access to community spaces is required	The congregate house will have an accessible route including walkways, curbs, cutouts, ramps and one accessible parking space (which will be the van space). All community spaces and offices of the congregate house will be fully accessible.
2. Accessible parking (identify proposed total # of spaces)	
Required for congregate house.	1 van accessible space.
3. Building entrances & accessible routes within buildings	
Congregate house is required to have an accessible entrance per AAB, Group 2B requirements.	The congregate house will have all entrances accessible.
4. Common areas & facilities (offices, laundry rooms, community rooms, etc.)	
Access is required to community areas.	All community spaces and offices of the congregate house will be fully accessible.
5. Group 1 Units (MAAB) (include units covered by the FHA)	
The historic house and the Townhouses are not required to be Group 1.	No special amenities proposed in this group.
6. Group 2 Units (MAAB)	
The congregate house is a lodging facility with 5 units and must meet Group 2B requirements.	Congregate house will meet Group 2 requirements of AAB.

Project TITLE		Auburn Street Affordable Housing & Historic Preservation	
Submitted attachments posted as part of this document on the Newton CPC website, www.newtonma.gov/cpa			
REQUIRED.		PHOTOS	of existing site or resource conditions (2-3 photos may be enough)
		MAP	of site in relation to nearest major roads (omit if project has no site)
REQUIRED for full proposal.	PROJECT FINANCES printed and as computer spreadsheets, with both uses & sources of funds		
	✓	development pro forma/capital budget: include total cost, hard vs. soft costs and contingencies, and project management time from contractors or staff	
	✓	operating/maintenance budget, projected separately for each of the next 10 years – including Price Ctr congregate housing	
	✓	description of planned ownership structure (condominium)	
	✓	rental subsidy, if any: sources, commitment letters or application/decision schedules	
	✓	market analysis: including prevailing/trending rents or prices & target population	
	✓	affirmative marketing & resident selection plan	
	✓	non-CPA funding: commitment letters, letters of inquiry to other funders, fundraising plans, etc., including both cash and est. dollar value of in-kind contributions	
	✓	purchasing of goods & services: briefly summarize sponsor's understanding of applicable state statutes and City policies	
REQUIRED for full proposal.		HISTORIC SIGNIFICANCE	attachments analyzing historic significance and significant features, and showing how project meets national preservation standards
REQUIRED for full proposal.	PROJECT SPONSOR FINANCES & CAPACITY		
		most recent annual operating budget & audited financial statement	
		transition plan, mission & current housing portfolio, including how this project fits both previous similar projects completed, with photographs	
		fair housing: training completed, past complaints & their resolution	
		Boards of Directors & project managers/team: list skills, experience, tenure & affiliations (incl. City boards or commissions)	
	SITE CONTROL, VALUE & DEED RESTRICTIONS		
	✓	deed	
	✓	appraisal by independent, certified real estate appraiser	
	✓	owner's agreement to permanent deed restrictions for affordability & historic preservation	
	ZONING & PERMITTING		
		short email confirming review by the Development Review Team (DRT)	
		brief property history: at least the last 30 years of ownership & use	
		environmental mitigation plans: incl. lead paint, asbestos, underground tanks & results of phase 1 environmental assessment (may be submitted separately when available)	
		zoning relief and permits required: incl. parking waivers, demolition or building permits, comprehensive permit or special permit	
		other approvals required: local & state historical commissions, disability & architectural access boards, etc.	
	DESIGN, CONSTRUCTION & ACCESSIBILITY		
		home inspection report by a licensed professional, for rehabilitation	
	site plan, floor plans & elevations		
✓	architectural access worksheet: highlight accessibility in excess of legal requirements		
✓	reasonable accommodation/reasonable modification policy		
	scope of construction work: highlight "green" or sustainable features & materials		
OPTIONAL		LETTERS of SUPPORT	from Newton residents, organizations, or businesses

To: Members of the Community Preservation Committee

From: Jennifer Van Campen, Executive Director, CAN-DO

Date: May 18, 2017

Updated CPA Funding Request & Sources for 236 Auburn Street

The CPC proposal submitted by CAN-DO on April 28, 2017 requested \$945,600 in CPA funds for historic preservation and affordable housing at 236 Auburn Street in Auburndale. The below explains a small modification of that request.

The Department of Planning and Development's Housing Division staff has reviewed the development budget and funding sources for 236 Auburn Street and has recommended changes based upon the City's CDBG and HOME allocations and the regulations governing those programs. In the original proposal, CAN-DO requested \$472,800 in CPA historic preservation funds and \$472,800 in CPA affordable housing funds for a total CPA request of \$945,600. Given that the CDBG funding will be used to fund demolition, site improvements, and the rehabilitation of the historic structure, staff recommended reducing the CPA funding for historic preservation and reallocating these funds towards CPA-funded affordable housing.

The proposed reallocation will increase the total CPA request by \$32,100 or 3.4%. The CPA funding request as originally proposed by CAN-DO and the current CPA funding request as recommended by Housing Division staff are detailed in the table below.

Original Proposal		Currently Proposed (Housing Division Recommendation)	
CPA Historic	\$472,800	CPA Historic	\$300,000
CPA Housing	\$472,800	CPA Housing	\$677,700
Total Request	\$945,600	Total CPA Request	\$977,700

All currently proposed funding sources for the project, including CDBG and HOME funds and state and private funding, are included in the table below.

Original Proposal		Currently Proposed (Housing Division Recommendation)	
CPA Historic	\$472,800	CPA Historic	\$300,000
CPA Housing	\$472,800	CPA Housing	\$677,700
CDBG	\$1,000,000	CDBG	\$1,020,000
HOME	\$500,000	HOME	\$447,900
Facilities Consolidation Funds	\$659,995	Facilities Consolidation Funds	\$659,995
Sale to Barry Price Center	\$450,000	Sale to Barry Price Center	\$450,000
Total Request	\$3,555,595	Total Request	\$3,555,595

The proposed reallocation of funding will allow the CPA housing funds to be used towards the two new rental units in the duplex building as well funding to support the construction of the five-bedroom congregate residence that will be owned by the Barry Price Center.

We appreciate your consideration.

Updated version rec'd by CPC staff 19 May 2017					
Auburn Street					
USES	Total	Congregate	Historic	Family	Total
ACQUISITION					
Acquisition: Land	900,000	234,633	97,196	147,851	479,680
Acquisition: Building			420,320		420,320
Acquisition: Carrying Costs	45,000	22,012	9,118	13,870	45,000
Acquisition Subtotal	945,000	256,645	526,634	161,721	945,000
CONSTRUCTION					
Direct Construction	1,539,275	620,158	462,818	456,299	1,539,275
Demolition & Site work	243,601	98,144	73,244	72,213	243,601
Construction Contingency (5-15%)	154,253	62,016	69,423	22,815	154,253
Construction Subtotal	1,937,129	780,318	605,485	551,327	1,937,129
SOFT COSTS					
Architecture & Engineering	176,182	86,179	35,699	54,304	176,182
Survey & Permits	20,000	9,783	4,053	6,165	20,000
Clerk of the Works	-	-	-	-	-
Environmental Engineering	25,000	12,229	5,066	7,706	25,000
Bond Premium		-	-	-	-
Legal - Developer Only	25,000	12,229	5,066	7,706	25,000
Title / Recording	10,000	4,891	2,026	3,082	10,000
Accounting & Cost Certification		-	-	-	-
Marketing & Rent-up	3,000	-	900	2,100	3,000
Real Estate Taxes	9,812	4,800	1,988	3,024	9,812
Insurance	10,000	4,891	2,026	3,082	10,000
Relocation		-	-	-	-
Appraisal	-	-	-	-	-
Security	-	-	-	-	-
Construction Loan Interest	-	-	-	-	-
Inspecting Engineer	9,000	4,402	1,824	2,774	9,000
Fees: Construction Loan		-	-	-	-
Fees: Permanent Loan		-	-	-	-
Development Consultant	10,000	4,891	2,026	3,082	10,000
Other: Lender Legal	5,000	2,446	1,013	1,541	5,000
Other: LIP app fee	3,000	1,467	608	925	3,000
Soft Cost Contingency 10%	30,599	14,821	6,229	9,549	30,599
Soft Costs Subtotal	336,594	163,029	68,524	105,041	336,594
Subtotal Acq. + Const. + Soft	3,218,723	1,199,992	1,200,643	818,089	3,218,723
DEVELOPER FEE % OH, RESERVES					
Developer Overhead 5%	160,936	60,000	60,032	40,904	160,936
Developer Fee 5%	160,936	60,000	60,032	40,904	160,936
Capitalized Operating Reserves	15,000		4,500	10,500	15,000
Subtotal Dev Fee & OH, Reserves	336,872	119,999	124,564	92,309	336,872
TOTAL DEVELOPMENT COST	3,555,595	1,319,991	1,325,207	910,398	3,555,595
	per unit	263,998	1,325,207	455,199	
		5	1	2	
	per unit across all				444,449
	per bedroom across all				273,507

Revised Operating Budget

CAN-DO Operating Proforma
236 Auburn St. 3

INCOME	Unit	bedrooms	Rent No. units	Year									
				1	2	3	4	5	6	7	8	9	10
duplex	Low HOME	2	953	11,436	11,665	11,898	12,136	12,379	12,626	12,879	13,136	13,399	13,667
single	Low HOME	3	1,084	13,008	13,268	13,534	13,804	14,080	14,362	14,649	14,942	15,241	15,546
duplex	Low HOME	3	1,098	13,176	13,440	13,708	13,982	14,262	14,547	14,838	15,135	15,438	15,747
Gross Potential Annual Income				37,620	38,372	39,140	39,923	40,721	41,536	42,366	43,214	44,078	44,959
Vacancy	5%			(1,881)	(1,919)	(1,957)	(1,996)	(2,036)	(2,077)	(2,118)	(2,161)	(2,204)	(2,248)
Effective Annual Income				35,739	36,454	37,183	37,927	38,685	39,459	40,248	41,053	41,874	42,711
EXPENSES			per unit										
Insurance			1,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Management Fees			500	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Administrative Expenses			1,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
Supportive Services			500	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Landscaping/Snow			0	0	0	0	0	0	0	0	0	0	0
Facility Maintenance			2,000	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
Utilities			1,400	4,200	4,326	4,456	4,589	4,727	4,869	5,015	5,165	5,320	5,480
Property Taxes			1,500	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871
Replacement Reserve			300	900	900	900	900	900	900	900	900	900	900
Condo Fee			1,936	5,808	5,982	6,162	6,347	6,537	6,733	6,935	7,143	7,357	7,578
			10,136										
Total Annual Expenses				30,408	31,293	32,205	33,144	34,112	35,108	36,134	37,191	38,280	39,401
Net Operating Income				5,331	5,161	4,978	4,782	4,574	4,351	4,114	3,862	3,594	3,310
Debt Service	0	5.50%	30	0	0	0	0	0	0	0	0	0	0
Debt Service Coverage													
Cash Flow				5,331	5,161	4,978	4,782	4,574	4,351	4,114	3,862	3,594	3,310

Final version, provided to CPC staff at 31 May 2017 CPC

Price Center Operating ProForma
units 5

	Year	1	2	3	4	5	6	7	8	9	10
INCOME											
Unit											
DDS Rent	1	1,371,000	1,398,420	1,426,388	1,454,916	1,484,014	1,513,695	1,543,969	1,574,848	1,606,345	1,638,472
Gross Potential Annual Income											
Vacancy	3%	(41,130)	(41,953)	(42,792)	(43,647)	(44,520)	(45,411)	(46,319)	(47,245)	(48,190)	(49,154)
Effective Annual Income		1,329,870	1,356,467	1,383,597	1,411,269	1,439,494	1,468,284	1,497,650	1,527,603	1,558,155	1,589,318
EXPENSES											
	per unit										
Personnel	178,884	894,418	921,251	948,888	977,355	1,006,675	1,036,876	1,067,982	1,100,021	1,133,022	1,167,013
Support	4,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095
Occupancy	7,000	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667
Transportation	3,020	15,100	15,553	16,020	16,500	16,995	17,505	18,030	18,571	19,128	19,702
Consumables	7,400	37,000	38,110	39,253	40,431	41,644	42,893	44,180	45,505	46,870	48,277
Equipment	2,700	13,500	13,905	14,322	14,752	15,194	15,650	16,120	16,603	17,101	17,614
Condo Fee	2,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
Management & Gen. Admin.	6,100	30,500	31,415	32,357	33,328	34,328	35,358	36,419	37,511	38,636	39,796
	26,200	131,000	134,930	138,978	143,147	147,442	151,865	156,421	161,113	165,947	170,925
	237,304										
Total Annual Expenses		1,186,518	1,222,114	1,258,777	1,296,540	1,335,436	1,375,500	1,416,765	1,459,267	1,503,046	1,548,137
Net Operating Income		143,352	134,354	124,820	114,728	104,058	92,784	80,885	68,335	55,109	41,181
Debt Service	450,000 ###	30	28,988	29,858	30,754	31,676	32,627	33,605	34,614	35,652	36,722
Debt Service Coverage		4.95	4.50	4.06	3.62	3.19	2.76	2.34	1.92	1.50	1.09
Cash Flow		<u>114,364</u>	<u>104,496</u>	<u>94,066</u>	<u>83,052</u>	<u>71,431</u>	<u>59,179</u>	<u>46,271</u>	<u>32,683</u>	<u>18,388</u>	<u>3,358</u>

Description of Planned Ownership Structure, Market Analysis, Non-CPA Funding, Purchase of Goods and Services, Transition Plan, Fair Housing Training, Owners' Agreement to Permanent Deed Restrictions

236 Auburn Street Ownership Structure

236 Auburn Street will be owned by a condominium trust, which will have two member/owners: CAN-DO and the Price Center. Each will own 50% of the ownership of the condominium trust. CAN-DO's 50% will include the historic house and two attached town homes and the land they sit on. The Price Center's 50% will include the congregate house and the land it sits on. Each will be responsible for the maintenance and associated operating expenses of their own property. Both will equally own common space that will minimally include the driveway and may include some or all of the parking. The two parties will contribute to the operating expenses of the common areas through a monthly condominium fee.

Market Analysis

The Price Center, with the Department of Developmental Services, has already identified five individuals for residency at this location. 3 are Newton families.

With market-rate rents of \$3,500 on average in Newton, the three affordable family units will be in high demand. CAN-DO is currently advertising the availability of two units at Cambria Rd. and over 110 have already applied to be included in the lottery and the deadline is May 3rd. This is similar to the response to the affordable units at Myrtle Village where 279 people applied for 7 units.

Existing Current Rents in the Newton Area:

Avalon, Chestnut Hill, Newton	1 Bedroom	\$2,610
	2 Bedroom	\$3,420
	3 Bedroom	\$3,625
Chestnut River Landing, Needham	1 Bedroom	\$3,045
	2 Bedroom	\$3,785
	3 Bedroom	\$5,270
1940 Washington St., Newton	1 Bedroom	\$2,731
	2 Bedroom	\$3,029
	3 Bedroom	\$4,035
199 LaGrange St., Newton	1 Bedroom	\$3,350
	2 Bedroom	\$4,150

Non-CPA Funding

The project has submitted a pre-application to the Community Economic Development Assistance Corporation for a deferred interest loan from a publicly funded resource called the Facilities Consolidation Fund, which is available to developers of housing for individuals with disabilities. These

funds would help support the construction of the Price Center portion of the project. \$659,995 have been requested.

Additionally, the project is in the process of seeking support from the City of Newton's CDBG and HOME funding programs. \$1,500,000 have been requested.

The Price Center will purchase their portion of the project from CAN-DO at construction completion. The proceeds from the sale will help offset some of the development costs. The sale price will be \$450,000. A draft Option to Purchase has been circulated to the Boards of Directors of both organizations and a final signed agreement is anticipated in late May.

Purchasing of Goods and Services

In the process of constructing 236 Auburn Street, CAN-DO will comply with all City of Newton procurement requirements as well as the those required under the federal CDBG and HOME Programs that will insure a) competitive pricing is obtained and b) no vendors nor their principals are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation.

Transition Plan

In January 2017 the Board of Directors of both CAN-DO and Metro West Collaborative Development, Inc. amended their by-laws to allow for the creation of one merged Board that is responsible for both organizations, which will each continue to exist and fulfill their missions as defined in their articles of organization and by-laws.

The purpose of CAN-DO remains, "To expand the supply of decent and affordable housing for low income persons and families in Newton." CAN-DO owns and operates 39 units of affordable housing in Newton. CAN-DO Executive Director Emeritus, Josephine McNeil, will retire in July 2017 and CAN-DO will no longer have any paid staff. Staffing will be provided by Metro West CD. The organization will continue to seek affordable housing development opportunities in Newton while also effectively stewarding the assets already under ownership.

The purpose of Metro West CD remains, "to organize residents, mobilize resources, and identify ideas that improve the quality of life for resident of Metro West communities." Metro West CD owns and operates 44 units of affordable housing in Watertown. It also currently has site control of parcels in Norwell and Medway that are projected to provide 66 units of affordable housing in 2018-2019. Metro West CD has 4.5 full time equivalents including an Executive Director, Senior Real Estate Project Manager, Affordable Housing Programs Manager, Special Projects Coordinator and an AmeriCorps Member. In addition to housing development Metro West CD provides consulting services to other non-profits, private developers and municipalities in their efforts to build and preserve affordable housing. Current clients include:

- The Towns of Hudson, Bolton, Boxborough, Stow, Littleton
- Developers of projects in Dedham, Westwood and Scituate
- Lexington Housing Assistance Board, Belmont Housing Trust and Newton Community Development Foundation

Metro West CD is also a MassHousing approved 40B compliance monitor and is involved in projects in: Stoughton, Concord, Southborough, Danvers, North Andover, Needham and Watertown. Metro West

CD responds to over 3,000 callers per year and also provides one-on-one housing search assistance to individuals seeking affordable housing.

This merged Board structure, but independent organizations, provides for some economies of scale that will reduce costs, including a reduction in administrative overhead, as well as increased financial strength through a more diversified funding and program base as well as greater staff capacity as more projects in more communities allow the organizations to recruit and keep talented staff and a highly skilled Board of Directors.

Fair Housing training, past complaints & resolution

Metro West CD staff participate regularly in trainings on Fair Housing provided by the Department of Housing and Community Development, the West Metro HOME Consortium and the Mass Housing Partnership. Neither Metro West CD or CAN-DO have had a fair housing complaint filed against them.

Owners' agreement to permanent deed restrictions

Both CAN-DO and the Price Center are fully committed to affordable housing and willing to enter into permanent deed restrictions with the City of Newton.

Facilities Consolidation Fund (FCF)

Preliminary Application Form

1. Date: 1/25/2017

Agency: DMH / DDS (circle)2. Name of Sponsoring Organization: CAN-DO, 79B Chapel St., Newton, MA 02458 and The Barry L Price Center, 27 Christina Street, Newton Highlands, MA 02161.3. Contact Person/ Phone: Jennifer Van Campen or Linda Moody, 617-923-3505 and Justin Sallaway 617-244-00654. Property Location (street, city/town): 236 Auburn St., Newton, MA.

5. Description of Property and Development Plan (i.e. # Units, # Residents – type of work to be done)

FCF funds are being sought to create a new construction 5-bedroom congregate residence for DDS clients who have intensive medical needs. The residence will be part of a larger affordable housing development that will include the renovation of an existing historic house and up to four units collectively serving up to five low income units.

6. Description of Site/ Location (i.e. environmental, zoning, proximity to goods, services)

MR-1 zoning, 2.3 miles to commuter rail Newtonville Station. Short walk to various buses, 6-minute walk to grocery store/shopping center, ½ mile to library, 1 mile to closest bank.

7. Experience of Sponsoring Organization:

The Price Center has been providing services to individuals with developmental disabilities in Newton and surrounding communities for the past forty years. The Center currently provides services to twenty three individuals in DDS funded community residences with twenty four hour coverage. The Price Center also operates an intensive Day Habilitation Program that provides services to developmentally disabled individuals with intensive medical needs, who are the target population for this community residence. Other programs run by The Price Center include employment, community based day, and family support. CAN-DO is a non-profit developer of affordable housing, founded in 1994, which has created 46 units of housing including units for victims of domestic violence and for individuals with developmental disabilities.

8. Financing Plan:

The project will be funded by a variety of funding sources. The primary funding sources will be a City of Newton Community Development Housing Block Grant and City of Newton Community Preservation Act Funding. Additional funding is being applied for through CEDAC and FCF.

9. Development Team:

CAN-DO non-profit development company; Terrance Heinlein, architect; Barry Price Rehabilitation Center, congregate housing owner and manager; Daniel Violi, housing consultant; Mathew Yarmolinsky cost estimator.

10. Project Schedule:

CAN-DO purchased the property in December, 2016. We anticipate the project will be completed in the next eighteen months. Key next steps include finalizing the site plan, securing City of Newton funding commitments and submission of a LIP application to DHCD.

11. Population to be Served:

Developmentally disabled young adults with intensive medical needs.

12. Services Anticipated:

The providing of a twenty-four-hour community residence for five developmentally disabled turning twenty-two individuals with intensive medical needs.

13. Attach Additional Notes or Documents (if any)

(Complete and return to DMH or DDS Area Housing Coordinator with copy to CEDAC)

Rental Subsidy



The Commonwealth of Massachusetts
Executive Office of Health & Human Services
Department of Developmental Services

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Metro Region
465 Waverley Oaks Road
Suite 120
Waltham, Massachusetts 02452
Tel 781 314-7500 Fax 781 314-7579

Marylou Sudders
Secretary

Elin M. Howe
Commissioner

Gail Gillespie
Regional Director

Barney Heath
Director of Planning and Development
The City of Newton
1000 Commonwealth Ave.
Newton, MA 02459-1449

January 31, 2017

Dear Mr. Heath:

I would like to lend my support to the application of the Price Center to the City of Newton to develop an accessible group home. The proposed home is intended to serve individuals with developmental disabilities and intense medical needs. The Department of Developmental Services has identified individuals with medical needs who may be prioritized for this type of residential support.

I would be happy to talk with you further at your convenience (781.314.7501).

Sincerely,

A handwritten signature in cursive script, appearing to read "Gail Gillespie".

Gail Gillespie
Regional Director
Metro Region

Cc: Justin Salloway, President, The Price Center ✓

**Bank Mortgage Commitment
to Price Center**



307 Auburn Street • Auburndale, MA 02466 • Phone: (617) 527-6090 • Fax: (617) 965-8945 • E-mail: info@village-bank.com

Your Village. Your Bank.

April 6, 2017

Justin Sallaway
President
The Barry L. Price Rehabilitation Center, Inc.
27 Christina Street
Newton, MA 02461

Re: Loan Request

Dear Justin:

Your organization has been a long-standing and valuable customer of the Village Bank. As your primary lending institution for many years I am very interested in pursuing the financing for your next project located at 236 Auburn Street, Newton. Based on our prior experience with you on these types of projects I am confident that you will be able to obtain the necessary combination of public and private financing to successfully purchase and develop this project.

This letter is not a commitment for the Bank to lend, but is an indication of our strong interest in financing this project.

Thank you again for your business.

Sincerely,

David C. Pennybaker
Vice President



Reasonable Accommodation Policy

Non-discrimination/reasonable accommodation statement: CAN-DO and Metro West Collaborative Development

CAN-DO and Metro West CD does not discriminate in the selection of applicants on the basis of race, color, national origin, religion, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

The staff of Metro West CD are available to assist individuals in the completion of their application and can accommodate households with disabilities that may impede their ability to complete the application. Metro West CD staff can also arrange for assistance for households that have limited English proficiency. Applicants have the right to request a reasonable accommodation, which may include a change to a policy, procedure, or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing. Applicants may also be entitled to a reasonable modification(s) of the housing, when such modifications are necessary to afford a person with a disability an equal opportunity to use and enjoy the housing.

Lottery process: Opportunity to rent these units (specify, not the group home) shall be awarded by lottery. After the lottery numbers for this unit have been drawn, the list will be re-ordered to give first preference to applicants who request and have need for an accessible unit, per Affirmative Fair Housing Marketing guidelines, and as approved by DHCD's approval of an Affirmative Fair Housing Marketing Plan.

After the lottery, the Property Manager or Monitoring Agent shall maintain a list of any households that have contacted them to express their interest in renting the Accessible unit(s). Upon vacancy, the Accessible unit shall be marketed according to the approved Affirmative Fair Housing Marketing Plan, and anyone on the Accessible Unit Contact List shall be notified of the opportunity to participate in the Accessible Unit Lottery.

**Supportive Services for the Price Center
House, Description and Funding Source**

236 Auburn Street Home

The proposed 236 Auburn Street home is being designed to house five residents with significant physical and developmental disabilities. The Price Center's mission statement is: "To empower individuals with intellectual and developmental disabilities to thrive in their living, social, and work communities." The following are key elements that will be taken into account as the program is developed and operated:

- Creating a home in which family and friends are always welcome
- Respecting the dignity of each resident
- Hiring caring staff who demonstrate compassion and respect for the residents
- Promoting personal growth of each resident
- Encouraging full participation in community life
- Exceeding standards for quality and safety
- Adhering to the highest ethical standards

The five individuals who are planning to move to this home are at risk problematic health outcomes, being isolated from their community, and being marginalized by staff and community neighbors. However, through the efforts of the resident's family, friends and Price Center staff we will provide a supportive approach to tap the potential for each resident to participate in a rich community life with a variety of experiences and the cultivation of new friendships. We also hope that as we participate in individualized community activities with each of these residents, we also create communities that are more caring and more inclusive.

Given the medical needs of the residents at the Auburn Street home, there will be on-site nursing to oversee the medical needs of each resident and provide training to the staff on the various medical/nursing needs of each resident. The house will provide staffing coverage for the times the individuals are in the program. It is anticipated the residents will go to The Price Center Day Program during the week days. All staff will be certified to administer medication (certification through the Medication Administration Program-MAP), will be First Aid and CPR trained. Additionally they will be finger printed and CORI checked to ensure they do not have any outstanding criminal offenses.

The home is being designed to accommodate people in wheelchairs. Each bedroom will have double doors leading to the outside that allow for beds to be moved out of the home and onto a patio for emergency evacuation. There will be a generator as a back-up when electricity is out to ensure we have the ability to power respirators and any other medical device in the event of a power outage. The program will be supervised by Ms. Jen Thompson, Director of Residential Services at The Price Center.

The program's operations will primarily be funded by a contract with the Massachusetts Department of Developmental Services (DSS). Other sources of funding include charges for care charges to individual which would be based of 30% of each resident's benefits, and Medicaid billing to cover transportation and day program costs.

ATTACHMENT H

CURRENT POLICY (3/31/14)

CITY OF NEWTON

Procurement Policy for Affordable Housing Projects

This Policy applies to all allocations of grant funds, whether federal (HUD) or state and local (CPA), by the City of Newton, by the Newton Community Development Authority (NCDA) and by for profit and nonprofit entities for the purpose of developing affordable housing, The City is responsible for these funds as grantee or as distributor of funds to subgrantees.

Under state statute and City ordinance¹ all procurements made by the City must be through open, fair competition. Open competition means that opportunity is open to all. Fair competition means that no one bidder has an advantage over any other bidder. Federal law states that the City is

responsible for the efficient and effective administration of Federal awards through the application of sound management practices.

The City has determined that its responsibility to apply "sound management practices" for the grant monies it distributes means that its recipients also use open and fair competitive processes to procure their supplies and services.

The City has therefore instituted the following procedures, modeled on M.G.L. c. 30B, for NCDA and nonprofit (Developer) procurements in connection with affordable housing building projects:

0-\$2,999	\$3,000-\$24,999	\$25,000 AND ABOVE
Sound business practices	NCDA/nonprofit solicits at least three written quotes NCDA/nonprofit completes Comparison Sheet and awards to lowest responsive and responsible quoter. [See Appendix A]	NCDA/nonprofit solicits competitive sealed bids, completes Comparison Sheet and awards to the lowest responsible and responsive bidder. [See Appendix B]

¹ "All purchases of and contracts for supplies and contractual services ...involving a sum of two thousand dollars (\$2,000.00) or more shall be based upon competitive bid unless the mayor gives written authority to do otherwise, stating the reasons therefor." Newton Ordinances (2012), §2.193.

APPENDIX A

PROCEDURES FOR PROCUREMENTS BETWEEN \$3,000 AND 24,999

For projects of between \$3,000 and \$24,999, the Developer may procure contracting services and building materials in whatever manner it wishes, provided however, that the procurement includes the following minimum requirements:

1. Developer solicits at least three written quotes from persons who customarily provide the supply or service needed.
2. Developer selects the lowest responsive and responsible quoter.
3. Developer submits a completed Comparison Sheet to the Newton Purchasing Department.
4. The City Purchasing Department approves the process and the selection.
5. Developer enters into contract with selected quoter.

APPENDIX B

PROCEDURES FOR PROJECTS OF \$25,000 OR MORE

For projects of \$25,000 or more, the Developer may procure contracting services and building materials in whatever manner it wishes, provided however, that the procurement includes the following minimum requirements:

1. The Developer shall issue an invitation for bids (IFB) for a procurement contract. The IFB shall include:

- (a) the time and date for receipt of bids, where the bids are to be delivered, and the maximum time for bid acceptance;

- (b) the scope of service and the Developer's evaluation criteria; and

- (c) all contractual terms and conditions applicable to the procurement (The IFB may incorporate documents by reference; provided, however, that the IFB specifies where prospective bidders may obtain the documents.)

2. The Developer shall make copies of the IFB available to all persons on an equal basis.

3. The Developer shall give public notice of the IFB a reasonable time prior to the date for the opening of bids. The notice shall:

- (a) indicate where, when and for how long the IFB may be obtained;

- (b) describe the scope of work;

- (c) shall be, at a minimum, be posted for at least two weeks, in a conspicuous place in or near the City of Newton Purchasing Department until the time specified in the invitation for bids; and

- (d) be published at least once, not less than two weeks prior to the time specified for the receipt of bids

- o in a newspaper of general circulation within the area where the proposed project is located; and

- o in the *Central Register* published by the Massachusetts Secretary of State. (The City of Newton Purchasing Department will submit information to the *Central Register* on the Developer's behalf.)

4. The Developer may in addition distribute copies of the IFB and/or notice such prospective bidders as it may select, and may compile and maintain lists of

prospective bidders to which notices may be sent.

5. The Developer shall open bids publicly or in the presence of one or more witnesses.

6. The Developer shall evaluate each bid based solely on the requirements and criteria set forth in the IFB. Such criteria shall include the standards by which the Developer will determine acceptability as to ability and experience.

7. The Developer shall unconditionally accept a bid without alteration or correction, except as provided below. A bidder may correct, modify, or withdraw a bid by written notice received prior to the time and date set for the bid opening. However, after bid opening, a bidder may not change the price or any other provision of its bid. The Developer may waive minor informalities or allow the bidder to correct them.

8. The Developer shall provide a copy of a Comparison Sheet summarizing the bids and identifying the selected contractor and copies of the IFB and the bids received.

9. The City Purchasing Department approves the process and the selection.

10. Upon approval of the City, the Developer shall award the contract to the lowest responsible² and responsive bidder. The Developer shall award the contract by written notice to the selected bidder within the time for acceptance specified in the invitation for bids. The time for acceptance may be extended.

11. The Developer may agree to any change orders up to an aggregate of 25% of the original contract amount. Change orders which would cause the aggregate dollar amount to exceed 25% must have the prior approval of the City.

² A "responsible bidder" is a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.

ATTACHMENT I

ATTACHMENT I

CERTIFICATION OF TAX COMPLIANCE

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


**Signature of Individual

ID no. omitted on Newton CPC website.

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

Print Name: Jennifer Van Campen

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: 4/13/18

Print Name: _____

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

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

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

ATTACHMENT J

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

1. I hereby certify that I am the Clerk/Secretary of:

Citizens for Affordable Housing in Newton Development Organization (CAN-DO) and that
(print name of corporation)

2. Jennifer Van Campen is the duly elected
(insert printed or typed name of the officer who signs the contract)

3. Executive Director of said corporation;
(insert title of the officer who signs the contract)

4. and that on 4/11/18, at a duly authorized meeting
*(insert date of meeting) **

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

Jennifer Van Campen, Executive Director

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

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

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

ATTEST:

Kalyani L. Devajyoti
(signature of Clerk/Secretary)

NAME:

Kalyani Devajyoti

(printed or typed name of Clerk/Secretary)

DATE:

4/25/18

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

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

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

Attachment J (Part 2 of 2)

NON-PROFIT CORPORATION - LIST OF OFFICERS AND DIRECTORS
(a separate sheet may be submitted provided that all the information is reported)

Metro West Collaborative Development, Inc. and CAN-DO Board Members 11/8/17

Name	Last	Address	City	Phone Numbers	E-Mail
Officers					
Suneeth	John (President)	35 Cherry St.	Newton 02465	Phone nos. omitted on Newton CPC website.	suneethjohn@gmail.com
Kalyani	Devajyoti (Clerk)	2 Rosary Dr. #302	Watertown 02472		sunnykalyani@verizon.net
Don	Kondub (Treasurer)	65 Brookside Ave.	Newton 02340		DKondub@nutter.com
Paul	Moreton (Assistant Treasurer)	58 Phillips St.	Watertown 02472		Pmoreton1@yahoo.com
Susan	Davidoff (Vice President)	24 Bridge St.	Newton 02465		
Rich	Hassinger (Assistant Clerk)	10 Church St.	Newton 02458		
Members					
Ana	Bonilla	44 Lowell Ave.	Newton 02460		
Danielle	DeMoss	21 Cot Hill Rd.	Bedford 01730		Danielle_demoss@waysideyou th.org
Bob	Flack	49 Russell Ave.	Watertown 02472		bflack@comcast.net
Alisa	Gardner-Todreas	16 Chenery Terrace	Belmont 02478		alisagt@mac.com
Bart	Lloyd	65 Taft Ave.	Newton 02465		blloyd@poah.org
Tammy	McKenna	61 Pearl St.	Newton 02465		
Vacant		1060 Belmont St.	Watertown 02472		



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

February 14, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

**CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT
ORGANIZATION, INC.**

is a domestic corporation organized on February 11, 1994 (Chapter 180).

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

ATTACHMENT K

Attachment K

Insurance

1. General. Grantee, and contractors and subcontractors engaged by Grantee, its agents or designees to perform the site work and construction work, shall, at all times, be required to maintain insurance coverage consistent with the character of the Project. Grantee agrees to keep copies of each policy and certificate on file, and to provide such copies to the City upon request.

The following coverage will be required at the minimum amounts indicated below:

Workmen's Compensation Employer's Liability	Statutory Coverage \$100,000 Coverage B
Comprehensive General Liability Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

NOTE: The comprehensive General Liability policy must included coverage for:

- Independent contractor's liability
- Products and completed operations liability for a period of not less than one year
- Broad form property damage liability
- Contractual liability

2. Property Insurance.

a. Hazard Insurance. Grantee shall keep the Property continuously insured against damages resulting from hazards by maintaining an adequate extended coverage policy. In the event of distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the structures, an amount of the proceeds equal to the amount of the grant distributed to Grantee by the City under the terms of this AGREEMENT are hereby assigned and shall be paid to the City.

b. Restoration or Repair of Property. In the event of fire, hazard or other similar occurrence resulting in the partial or total loss of the Property, Grantee shall restore the Property unless Grantee and the City determine that it is impossible or impractical to do so.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2018

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

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

PRODUCER Charles River Insurance Brokerage, Inc. 5 Whittier St., 4th Floor Framingham MA 01701		CONTACT NAME: Beth Berardi PHONE (A/C, No, Ext): (508) 646-1400 FAX (A/C, No): (508) 656-1499 E-MAIL ADDRESS:	
INSURED Citizens For Affordable Housing in Newton Development Organization, Inc. dba CAN-DO c/o Metro West Collaborative 9-B Chapel St Newton MA 02458 (617) 923-3505		INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's of Lon INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 99 **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	TBD	03/29/2018	09/29/2018	EACH OCCURRENCE --- \$ - 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property - Commercial		TBD	03/29/2018	09/29/2018	Building \$ 900,000 Deductible \$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Newton Community Development Authority is named as Additional Insured and Loss Payee.

CERTIFICATE HOLDER Newton Community Development Authority 1000 Commonwealth Avenue Newton MA 02459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ATTACHMENT L

OPTION AND DEVELOPMENT AGREEMENT
236 Auburn Street, Newton, Massachusetts (Congregate House)

For consideration paid, CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC., a Massachusetts nonprofit corporation, with an address c/o Metro West Collaborative Development, 79B Chapel Street, Newton, Massachusetts 02458 ("Seller"), hereby agrees to sell, and BARRY L. PRICE REHABILITATION CENTER, INC., a Massachusetts nonprofit corporation with an address of 27 Christina Street, Newton, Massachusetts 02461 ("Buyer"), agrees to purchase, the Congregate House Unit (as defined below) upon the terms and conditions specified in this Option and Development Agreement (the "Agreement").

1. **Subject of Agreement.** This Agreement relates to the land located at 236 Auburn Street, Newton, Massachusetts, as described in Exhibit A, and certain buildings located or to be built thereon (the "Property") which Property has been acquired by the Seller for \$900,000 (the "Acquisition Price").

2. **Agreement to Develop:** Seller hereby agrees to perform the following development services on the Property (collectively, the "Development Services");

(a) Pursue zoning approvals related to (i) the proposed construction of two buildings on the Property, including a duplex (the "Family Homes") and a 5-bedroom building (the "Congregate House"), and (ii) the rehabilitation of a single-family historic house (the "Historic Home" and, together with the Congregate House and Family Homes, the "Project"), all as depicted on the site plan attached hereto as Exhibit B, including but not limited to, obtaining a determination of site eligibility from the Department of Housing and Community Development and a Comprehensive Permit for the Project from the City of Newton Zoning Board of Appeals;

(b) Obtain construction and permanent financing of the Project (collectively, the "Project Financing"), which Project Financing is expected to include a loan of approximately \$659,995 of Facilities Consolidation Funds from Community Economic Development Assistance Corporation for the benefit of the Congregate House (the "FCF Loan");

(c) Not later than December 1, 2017, furnish the proposed construction plans and specifications for the proposed Congregate House for review and approval by Buyer (not to be unreasonably withheld, delayed or conditioned) and thereafter facilitate the construction of the Project, including the Congregate House in accordance with said approved plans and specifications; and

(d) Not later than December 1, 2017, furnish the proposed Condominium Master Deed Condominium Trust and related documents (the "Condominium Documents") for review and approval by Buyer (not to be unreasonably withheld, delayed or conditioned) and upon completion of construction of the Project, declare a 2-unit condominium on the Property (the "Condominium"), with the Congregate House comprising one unit of the Condominium (the "Congregate House Unit") and the Family Homes and the Historic Home comprising the second unit of the Condominium (the "Seller Unit").

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 Congregate House Unit. In consideration of the option granted hereunder, Buyer shall pay to Seller a nonrefundable option fee of Fifty Thousand and 0/100 Dollars (\$50,000.00) (the "Option Fee") upon the execution of this Agreement, the receipt and sufficiency of which is hereby acknowledged. The Option Fee shall be credited toward the Purchase Price (as defined below).

4. Purchase Price; Closing Costs. If Buyer should elect to purchase the Congregate House Unit under this Agreement, the purchase price for the Congregate House Unit (the "Purchase Price") shall be the total development cost of the Congregate Housing unit documented by Seller to Buyer in reasonable detail. The total development cost of the Congregate Housing unit shall be the sum of (i) construction (hard) costs of the Congregate Housing Unit and (ii) 49% of the "soft" or other costs of development of the Project. The total development cost is currently estimated at \$1,350,000 which is not a final estimate. Of the purchase price:

\$400,000	will be paid by check or wire transfer at Closing;
\$ 50,000	paid at the time of execution of this Agreement;
\$600,000	or such other amount as shall be received by Buyer as a Facilities Consolidation Fund loan will be paid by check or wire transfer, or \$0 if no such loan shall be received by Buyer
Balance	shall be paid by Buyer's assumption of a portion of such "soft" loans as may be received by Seller from governmental or quasi-governmental agencies, the amount of assumption such that the sum of the cash paid plus the "soft" debt assumed equals the total development cost of the Congregate Housing unit.

Total Total Development Cost

The purchase price shall be payable on the date of closing, and Buyer agrees that Buyer shall secure the assumed "soft" loans by mortgage(s) or restrictions encumbering the Congregate Housing Unit, provided that the "soft" loans shall have neither periodic principal or interest payments due nor a payback of principal for so long as Buyer or a successor entity to Buyer if Buyer shall cease to exist or shall be merged into an entity of similar purpose, shall own the Congregate Housing Unit.

At Closing, Seller shall pay (i) all costs and fees for Seller's representatives and consultants (ii) all fees and costs associated with delivering title to the Property in the condition required by Paragraph 4 of this Agreement; and (iii) all deed stamps payable in connection with the recording of the Deed. Buyer shall pay (i) all costs and fees for title examination, title insurance and related title company charges associated with the issuance of the Commitment and any owner's title insurance policy, (ii) all costs associated with any Survey or any updates thereto ordered by Buyer, (iii) all costs associated with Buyer's due diligence studies and investigations of the Property, (iv) all costs associated with Buyer's financing, if any, of its purchase of the Property, including, without

limitation, all recording fees. Seller and Buyer shall each pay its respective attorneys' fees.

5. Deed. The Congregate House Unit (the "Unit") shall be conveyed by delivery of a good and sufficient quitclaim deed (the "Deed") running to Buyer, which deed shall convey a good and clear, record and marketable title to such Unit free and clear of all occupants, tenants, leases, 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 Newton, Massachusetts;
- (b) such real estate taxes, applicable to the Congregate House Unit, for the then current year as are not due and payable on the date of delivery of the deed; and
- (c) easements and restrictions of record which do not prohibit or materially interfere with Buyer's intended use of the Congregate House Unit as DDS residential housing.

6. Condition for Exercise of Option. 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 Congregate House Unit subject and pursuant to the conditions set forth in this Agreement, it does not commit the Buyer to do so. Notwithstanding anything to the contrary herein, Buyer shall not exercise its option under this Agreement in any event prior to completion of any environmental review required by Seller's 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.

7. Closing. The Deed, the bill of sale, the assignment and assumption agreement and related documentation with respect to the Congregate House Unit shall be delivered at Noon on, or by mutual written agreement of the parties prior to, February 28, 2019 at the offices of Schlesinger and Buchbinder, LLP, 1200 Walnut Street, Newton, Massachusetts, or at another location by mutual written agreement of the parties (the "Closing"). The Closing may be extended by mutual written agreement of Buyer and Seller. It is agreed that time is of the essence of this Agreement. If, at any time prior to the Closing, Seller is unable or fails to perform the Development Services, Buyer shall have the first right and option to purchase the Property from the Seller for the Acquisition Price.

8. Seller's Representations and Covenants. Seller represents warrants and covenants that:

- (a) Seller is the sole owner of the Property;
- (b) 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 or liens not being paid in full at the Closing, or any 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;

- (c) Seller has not entered into and will not enter into, and to the best of Seller's knowledge the Property is not the subject of any outstanding agreements with any party pursuant to which any such party may acquire an interest in the Property; and
- (d) Seller has received no notice of taking or condemnation with respect to the Property.

If any of the representations or warranties in this Section 8 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.

9. Possession and Condition of the Property. Full possession of the Congregate House Unit, free from all occupants, fully completed with an unconditional Certificate of Occupancy issued by the requisite authorities of the City of Newton, is to be delivered at the time of delivery of the deed. 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 Congregate House Unit on the date of Closing, (b) violate any safety, health, wetlands, environmental or zoning laws or regulations in the construction of the Condominium and the Unit or in connection with the Property, 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. 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. Insurance. The Seller states that at the time of execution of this Agreement the Seller, its general contractor and/or its affiliates maintain builder's risk insurance with respect to the Property. Upon the creation of the Condominium in accordance with the Act, the Units and the Common Elements of the Condominium will be insured by the Trust in accordance with the Condominium Documents and in any event coverage shall be in an amount equal to the replacement cost thereof. Seller shall maintain such insurance until Closing. All risk of loss shall remain with Seller until delivery and recording of the Deed.

11. Extension to Perfect Title or Make Congregate House Unit Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Unit all as herein stipulated, or if at the time of the delivery of the Deed the Unit does not conform with the provisions hereof, then, Seller shall use all reasonable efforts to remove any defects in title, or to make the Unit 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 mutually agreed in writing by the parties.

12. **Acceptance of Title by Buyer.** Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Property in its then condition and to pay therefore the Purchase Price with reasonable deduction, in which case Seller shall convey such title.

13. **Acceptance of the Deed.** The acceptance and recording of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the deed or are stated to survive under the provisions of this Agreement.

14. **Adjustments.** All real estate taxes, charges and assessments affecting the Property ("Taxes") and all separately metered charges for water, electricity, sewer, oil and gas, shall be prorated on a per diem basis as of the date of Closing. For the purposes of this Section, Seller shall be considered the owner of the property for the entire date of Closing. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any of said amounts cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills for the same and readjusted within ninety (90) days after the Closing.

15. **Right of Entry.** Buyer shall have the right, from time to time prior to December 1, 2017 (the Due Diligence Period), at Buyer's sole cost, expense, risk and hazard and after reasonable notice to Seller, without material 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) 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. If Buyer is not satisfied with the results of any such inspections, Buyer may elect, in its sole and unreviewable discretion to terminate this Agreement, by giving written notice to Seller on or before 5:00 p.m. on the business day immediately prior to the Closing, as it may be extended as provided herein. If Buyer shall so terminate this Agreement, 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.

16. **No Real Estate Broker.** 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.

17. **Seller's Documents.** Seller has provided to Buyer or will provide Buyer, promptly upon execution hereof, copies of the following to the extent same are in Seller's possession or under Seller's control: (i) any and all surveys, plot plans, maps, or other representations of the Property or any part thereof, (ii) any title related documents, including title searches, title insurance policies, and copies of any deeds, easements or other documents affecting title, (iii) any reports or other documents relating to any

environmental, physical, geotechnical or other inspection of the Property, and (iv) all notices from any governmental authority or body with respect to the Property.

18. Additional Closing Documents. Seller agrees to furnish to Buyer, Buyer's attorneys, Buyer's mortgage lender(s) and title insurance company, at the time of delivery of the deed: (a) an affidavit verifying the nonexistence of mechanics' and materialmen's liens and lien rights and certifying that no basis for the same exists; (b) an affidavit verifying that there are no parties in possession or other persons entitled to rights of possession other than the Tenants; and (c) such additional documents as may be reasonably requested by Buyer, Buyer's attorneys, mortgage lender(s) and title insurance company.

19. Notices. Any and all written notices required hereunder shall be deemed properly given upon the earlier of (i) two business days after deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested, postage prepaid, (ii) tender if delivered by hand, same day courier or nationally recognized overnight courier to a party's attorney, at the addresses set forth below, (iii) sent to a party's attorney by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine, (iv) by electronic mail to a party's attorney with confirmation of transmission, or (v) actual receipt by a party's attorney. Either party may change its address for receipt of notice by giving written notice as set forth above. Notices to either party shall be sent to Klein Hornig LLP, 101 Arch Street, Suite 1101, Boston, MA 02110, Attention: Wataru Matsuyasu, Esquire Tel: (617)224-062; Fax: (617) 224-0601; Email: wmatsuyasu@kleinhornig.com and to Schlesinger and Buchbinder, LLP, 1200 Walnut Street, Newton, MA 02461, Attention: Alan Schlesinger, Esquire, Tel: (617) 965-3500; Fax: (617) 965-6824; Email: aschlesinger@sab-law.com.

In order to facilitate the execution and delivery of certain documents contemplated hereby, each of the undersigned hereby grants to his or her attorney the actual authority to execute and deliver on his or her behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including FAXed or electronically transmitted signatures), including acknowledged emails, unless they have actual knowledge that the party has disclaimed the authority granted herein to bind him or her.

20. Representations and Warranties.

20.1 Seller hereby represents and warrants as of the date of execution of this Agreement and as of the Closing Date the following to Buyer:

(a) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, is registered to do business in and is in good standing under the laws of the Commonwealth of Massachusetts, and has all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized by all requisite action on the part of Seller and represents the valid and binding obligation of Seller enforceable against Seller in accordance with its terms. Seller has full right, power and authority to purchase the Property as herein contemplated without the consent or approval of any third party.

(b) No suit, action, arbitration, or legal, administrative, or other proceedings are pending and, to the best of Seller's knowledge, none of the same have been threatened against the Property or against the Seller with respect to the Property.

(c) No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or, to the best of Seller's knowledge, threatened against Seller.

(d) Seller knows of no outstanding violations of any laws, statutes, ordinances, rules or regulations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received. Any such notices hereafter issued prior to Closing shall be satisfied prior to Closing by Seller at Seller's sole cost and expense except to any extent caused by Buyer.

(e) The Property at Closing shall be, free and clear of all tenancies or rights of possession.

(f) There are no existing or pending contracts of sale, leases, options to purchase or rights of first refusal (or the like) affecting the Property

(g) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), and Seller shall provide Buyer with an affidavit to that effect in compliance with FIRPTA at Closing.

(h) Seller has received no notice of any or contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.

(i) The execution and delivery of this Agreement and the consummation of the transactions hereunder will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Seller is a party or by which it or the Property is bound.

(j) Seller has no knowledge or notice of any work being done or about to be done, or of any assessment, violation or other notice issued or about to be issued by any federal, state, municipal or public body or authority concerning the Property.

(k) Seller has received no notice of any proceedings to change the existing zoning classification as to all or any portion of the Property (except for the changes contemplated hereunder), and to Seller's knowledge none are threatened.

(l) The Property is not subject to any service contracts which would bind the Property after the Closing that cannot be terminated upon thirty (30) days' notice.

(m) To Seller's knowledge there has not been any release of oil or hazardous materials at the Property.

(n) OFAC. Neither Seller, nor any record or beneficial owner of 5% or more of Seller, is (1) currently listed on the Specially Designated Nationals List ("SDN List") or any similar list maintained by the Office of Foreign Assets Control ("OFAC") at the United States Department of the Treasury; (2) owned or controlled, directly or indirectly, by a Person who is listed on the SDN List or any similar list maintained by OFAC; (3) a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, regulation, or executive order; or (4) incorporated in any country subject to U.S. country-based economic sanctions whereby conducting transactions with that Person would be in violation of any applicable law, rule, or regulation.

(o) Anti-Money Laundering. In connection with the transactions contemplated by the Agreement, Seller shall comply with all requirements of law relating to money laundering, anti-terrorism, bribery, corrupt practices, trade embargos, and economic sanctions, now or hereinafter effect (including the U.S. Foreign Corrupt Practices Act and the UK. Bribery Act of 2010) and shall immediately notify Buyer in writing if it becomes aware that the foregoing is no longer true or has been breached or if Seller has a reasonable basis to believe that they may no longer be true or have been breached.

20.2 Buyer hereby represents and warrants as of the date of execution of this Agreement and as of the Closing Date the following to Seller:

(a) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, is registered to do business in and is in good standing under the laws of the Commonwealth of Massachusetts, and has all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized by all requisite action on the part of Buyer and represents the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. Buyer has full right, power and authority to purchase the Property as herein contemplated without the consent or approval of any third party.

(b) Neither the execution and delivery of this Agreement by Buyer; nor the performance of Buyer's obligations hereunder, will result in a breach, violation or default by Buyer of any provision of its organizational documents or any other document to which it is bound or to which its assets are subject.

(c) OFAC. Neither Buyer, nor any record or beneficial owner of 5% or more of Buyer, is (1) currently listed on the Specially Designated Nationals List ("SDN List") or any similar list maintained by the Office of Foreign Assets Control ("OFAC") at the United States Department of the Treasury; (2) owned or controlled, directly or indirectly, by a Person who is listed on the SDN List or any similar list maintained by OFAC; (3) a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, regulation, or executive order; or (4) incorporated in any country subject to U.S. country-based economic sanctions whereby conducting transactions with that Person would be in violation of any applicable law, rule, or regulation.

(d) Anti-Money Laundering. In connection with the transactions contemplated by the Agreement, Buyer shall comply with all requirements of law relating to money laundering, anti-terrorism, bribery, corrupt practices, trade embargos, and economic sanctions, now or hereinafter effect

(including the U.S. Foreign Corrupt Practices Act and the UK. Bribery Act of 2010) and shall immediately notify Seller in writing if it becomes aware that the foregoing is no longer true or has been breached or if either Buyer has a reasonable basis to believe that they may no longer be true or have been breached.

20.3 The provisions of Section 20 of this Agreement and all representations and warranties of the Seller and the Buyer shall survive this Agreement for a period of one year following the Closing.

21. Conditions Precedent.

In addition to any other conditions precedent in favor of Buyer set forth elsewhere in this Agreement, Buyer's obligation to close under this Agreement is subject to the timely fulfillment of the conditions set forth in this Paragraph on or before the Closing Date, or such earlier date as is set forth below any, all or none of which may be waived by Buyer in Buyer's sole discretion. Each condition may be waived by the Buyer in whole or in part in the sole discretion of Buyer only by written notice of such waiver from Buyer to Seller.

- (a) Seller shall have performed and complied with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing
- (b) On the Closing Date, the Seller Representations shall be true, complete and accurate; and
- (c) On the Closing Date, title to the Property shall be as provided in this Agreement.

22. Environmental Condition of Property.

22.1 If during the Due Diligence Period, Buyer or Seller shall discover, find, locate, learn of or otherwise become aware of any Hazardous Materials (as hereinafter defined) in excess of any permitted standards for the Project on, in, or under the Property, Seller may elect by a notice within fifteen days of becoming aware of same, at Seller's sole cost and expense, to remove or remediate the same in compliance with all applicable laws, rules, and regulations pertaining thereto and to the use of the Property for the intended use and construction thereon of the Project ("Applicable Laws"), including without limitation making all filings and registrations with the proper agencies in accordance with Applicable Laws (the "Remediation"). Each party shall, upon the request of the other, provide true copies of all reports and recommendations of environmental consultants and advisors prepared regarding the environmental condition of the Property. If Seller does not elect to remediate any alleged presence or discharge of Hazardous Materials in accordance with applicable law and regulation and the reasonable requirements of Buyer's consultants, either Buyer or Seller may elect to terminate this Agreement upon ten (10) days written notice to the other, subject to the following sentence. Buyer shall have the right by a notice to Seller within fifteen (15) days after Seller's receipt of notice of termination (i) to prevent termination by agreeing that Buyer will at its option undertake the remediation as provided in Section 22.2 below or (ii) to terminate this Agreement in which event the Option Payment shall forthwith be refunded to Buyer.

22.2 If Seller elected to undertake the remediation in accordance with Section 22.1 but has not completed it within a period of sixty (60) days after the last day of the Due Diligence Period or such later period as may be agreed to by Buyer and Seller, Buyer shall have the option, exercisable in its sole discretion, to:

(a) waive its termination rights under this Section 22.2 and elect to continue this Agreement in full force and effect, subject to the terms and other conditions herein; or extend the date for closing to permit Seller additional time to complete the Remediation in which event Seller will complete the Remediation with the agree time period, or

(b) terminate this Agreement on written notice to Seller in which event the Escrow Agent shall return the Option Payment, together with all interest and earnings thereon if any, to Buyer, and the parties shall have no further rights or obligations hereunder, except those which by their express terms are intended to survive the expiration or earlier termination of this Agreement. In the absence of such written notice of termination, Buyer will be deemed to have waived its rights to terminate pursuant to this Section 22:

22.3 For purposes hereof, "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated thereunder; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated thereunder; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; or (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities or any other political subdivisions in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including ambient air, surface water, ground water or land or soil).

23. **Miscellaneous.** This Agreement and any and all extensions and amendments thereto may be executed in several counterpart copies, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, some counterpart copies of this Agreement may contain signatures of fewer than all the parties hereto. Nonetheless, all of such counterpart signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed all signature pages. Facsimile signatures and electronic transfer/signatures shall be binding on all parties and shall have the same effect as delivery of a signed original.

This Agreement 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]

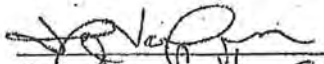
[Signature Page to Purchase Option and Development Agreement]

IN WITNESS WHEREOF Seller and Buyer have caused this Option-Agreement to be signed under seal as of June 29 2017.

SELLER:

**CITIZENS FOR AFFORDABLE HOUSING
IN NEWTON DEVELOPMENT
ORGANIZATION, INC.**

By:


Name: Jennifer Van Campen
Title: Executive Director

BUYER:

**BARRY L. PRICE REHABILITATION
CENTER, INC.**

By:

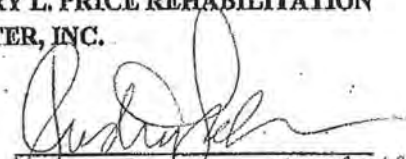

Name: JUSTIN SALLAWAY
Title: PRESIDENT

Exhibit A
Legal Description

EXHIBIT A

LEGAL DESCRIPTION

236 Auburn Street, Newton, Massachusetts

The land with the buildings thereon situated on the Southerly side of Auburn Street in that part of Newton, Middlesex County, Massachusetts, known as Auburndale and being numbered 236 Auburn Street, bounded and described as follows:

NORTHERLY: by Auburn Street, one hundred seven (107) feet;

EASTERLY: by land now or formerly of William E. Tyler, one hundred ninety (190) feet;

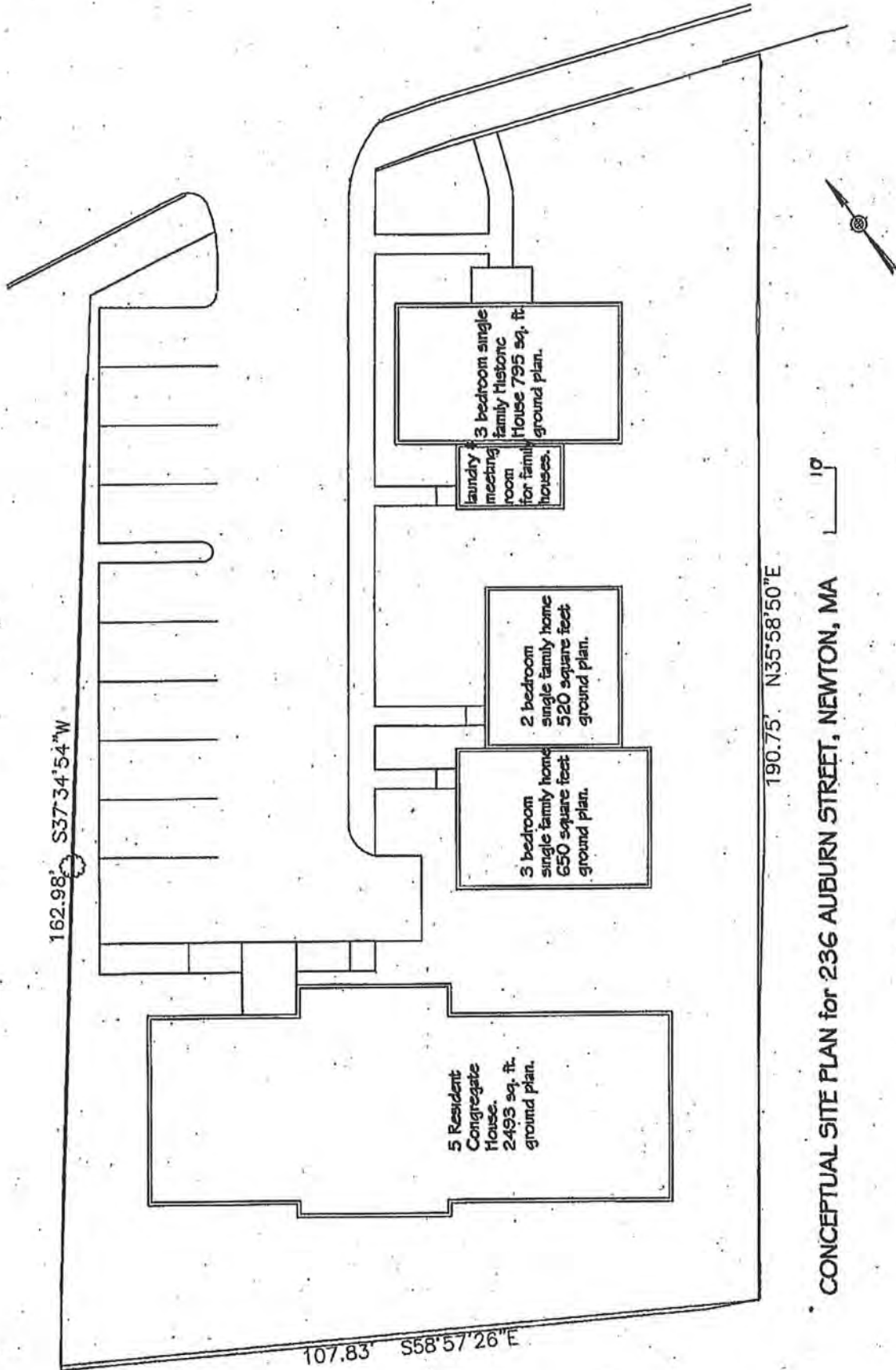
SOUTHERLY: by land now or formerly of George Banker, one hundred seven (107) feet, ten (10) inches; and

WESTERLY: by land now or formerly of F. Shumway, one hundred seventy (170) feet.

Excepting, however, from the above described premises, so much of the same as was taken by Massachusetts Turnpike Authority as set forth in an instrument recorded with Middlesex South District Registry of Deeds in Book 10228, Page 235.

Exhibit B

Site Plan



BARRY L. PRICE REHABILITATION CENTER, INC.
SECRETARY'S CERTIFICATE OF VOTE

I, Greg Schaffert, Secretary of Barry L. Price Rehabilitation Center, Inc., hereby certify that the following is a true copy of actions taken by the Board of Directors of the Barry L. Price Rehabilitation Center, Inc. at a meeting duly called and held on June 29, 2017, at which a quorum was present and voting.

VOTED: That the Corporation consents to and confirms the execution of that certain Option and Development Agreement ("Agreement") dated June, 2017 by and between Citizens for Affordable Housing in Newton Development Organization, Inc. and Barry L. Price Rehabilitation Center, Inc. relating to the land located at 236 Auburn Street, Newton, Massachusetts.

VOTED: That the President or the Treasurer or either of them acting singly or in any combination be and hereby are authorized on behalf of the Corporation, to exercise the Option to Purchase pursuant to such Agreement, if, as and when, the said President or Treasurer shall deem it desirable to do so.

VOTED: That the Corporation authorizes all actions which may be taken under such Agreement including, but not limited to, exercise of the Option to Purchase and payment of the purchase price set forth therein as the sum of (i) construction (hard) costs of the Congregate Housing Unit (as defined in the Agreement) and (ii) 49% of the "soft" or other costs of development of the Project. The Board acknowledges that total development cost is currently estimated at \$1,350,000 which is not a final estimate and authorizes the expenditure of such funds and the assumption of 49% of the "soft" costs related to the final actual total development cost of the Congregate Housing Unit. Of the purchase price:

\$400,000	will be paid by check or wire transfer at Closing;
\$ 50,000	paid at the time of execution of this Agreement;
\$600,000	or such other amount as shall be received by Buyer as a Facilities Consolidation Fund loan will be paid by check or wire transfer , or \$0 if no such loan shall be received by Buyer
Balance	shall be paid by Buyer's assumption of a portion of such "soft" loans as may be received by Seller from governmental or quasi-governmental agencies, the amount of assumption such that the sum of the cash paid plus the "soft" debt assumed equals the total development cost of the Congregate Housing unit.


VOTED: That the Corporation undertake each and all of the undertakings required by the Agreement or necessitated by it.

VOTED: That the President or the Treasurer or either of them acting singly or in any combination be and hereby are authorized on behalf of the Corporation, to execute such documents, instruments, covenants or undertakings as may be required, usual, customary or necessary in connection with the Corporation's performance of the Agreement and, if so desired by the

President or Treasurer, in connection with the exercise of the Option to Purchase and consummation of the transaction in connection therewith.

I further certify that the above votes have not been amended or rescinded as of the date hereof.

Dated: June 29th, 2017


Greg Schaffert, Secretary