

**COMMUNITY PRESERVATION FUNDING AGREEMENT between
CITIZENS for AFFORDABLE HOUSING DEVELOPMENT in NEWTON, INC. (CAN-DO)
and the CITY of NEWTON to support the development of
AFFORDABLE COMMUNITY HOUSING at 10-12 CAMBRIA ROAD**

This AGREEMENT made as of 21 June, 2016 by and between Citizens for Affordable Housing Development in Newton, Inc. (CAN-DO), a Massachusetts corporation, having a usual place of business located at 1075 Washington Street, Newton, MA 02465 (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 10-12 Cambria Road, Newton, Massachusetts (hereinafter the "Property"); and

WHEREAS, the Grantee intends to pay off an existing mortgage and rehabilitate the Property as two (2) units of permanently affordable rental housing; and

WHEREAS the resulting project ("the Project") will include one (1) two-bedroom unit rented to households whose gross annual household income does not exceed 50% of area median income for and one (1) two-bedroom unit rented to households whose gross annual household income does not exceed 80% 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 \$471,117, 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 Four Hundred Seventy-one Thousand One Hundred Seventeen (\$471,117) Dollars. The Grantee agrees to use such funding for the Project, to create two (2) units of permanently affordable rental housing at 10-12 Cambria Road 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**).

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

(b) 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:

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

(c) Grantee agrees to 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, recorded at the Middlesex South Registry of Deeds at Book 67169, Page 105, is attached hereto as **Attachment C**.

(d) Grantee shall provide proof of ownership of the Property as evidenced by a deed recorded with the Middlesex South Registry of Deeds attached hereto as **Attachment D**.

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

(f) 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.

(g) The Housing Programs Manager shall confirm local approval of the Grantee's current Reasonable Accommodation/Reasonable Modification Policy.

3. Conditions for Subsequent Release of Funds.

Once the conditions in paragraph 2 above have been met to the satisfaction of the Housing Programs Manager, Grantee may submit requests for reimbursement of approved project costs as set forth in Grantee's proposal to the CPC (**Attachment H**) and in the CPC's Funding Recommendation to the City Council (**Attachment B**). Requests for payment must be mailed to the address in Paragraph 2(b). 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 I**.
- 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 City's Housing Programs Manager, for forwarding to the CPC, 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

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.

4. Conditions for Final Release of Funds.

Upon completion of the Project to the satisfaction of the Housing Programs Manager, but prior to the release of the final \$47,000 (10%) of CPA grant funds, Grantee shall submit to the City in writing, and present to the CPC in person, a final project report which shall include the following:

- (a) A copy of the certificate of occupancy
- (b) Certification by the project architect that the project was completed in accordance with the final approved plans
- (c) 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
- (d) 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
- (e) 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 Housing Program Manager as soon as the units are rented.
- (f) To confirm that all units created by the Project will be listed on the City of Newton's Subsidized Housing Inventory, in accordance with Newton City Council Order #356-15, the Planning & Development Department shall approve and submit a copy of the Project's Affirmative Fair Housing Marketing Plan, and shall also submit a copy of the Certificate of Approval from the state Dept. of Housing and Community Development (DHCD), as recorded at the Registry of Deeds.

Once the final report has been presented and 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 18 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 the rehabilitated Property as affordable rental housing, with two 2-bedroom units, in accordance with Grantee's proposal to the CPC (**Attachment H**) 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(f) 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 G**.

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 Housing Programs 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 under the Community Development Block Grant Program 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 conformed 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:
Josephine McNeil, Executive Director
Citizens for Affordable Housing in Newton Development Organization, Inc.
1075 Washington Street
Newton, MA 02465

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 Board Order dated 19 April 2016
- B. CPC Funding Recommendation dated 7 December 2015, revised 1 February 2016
- C. Declaration of Affordable Housing Covenants
- D. Deed of the Property
- E. Certification of Tax Compliance
- F. Corporate Certificate of Authority, Certificate of Vote of Board of Directors, and Certificate of Good Standing for CAN-DO
- G. Insurance Requirements
- H. Grantee's CPC Funding Request for Affordable Housing Development

I. City of Newton Procurement Policy for Affordable Housing Projects Receiving CPA, CDBG,
or HOME Funds

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, INC.

By: Josephine McNeil 6/14/2016
Josephine McNeil, Executive Director Date

CITY OF NEWTON

By: Barney Heath 6/20/16
Barney Heath Date
Director of Planning and Development

I certify that funds are available within Account # 21C11422-5797 in the amount of \$471,117 for this
Agreement.

By: David C. Wilkinson 6/16/16
David C. Wilkinson Date
Comptroller of Accounts

Approved as to legal form and character

By: Asst City Solicitor 6/20/16
Asst City Solicitor Date

CONTRACT APPROVED

By: Setti D. Warren, Mayor 6/21/16
Setti D. Warren, Mayor Date

#356-15

CITY OF NEWTON

IN CITY COUNCIL

April 19, 2016

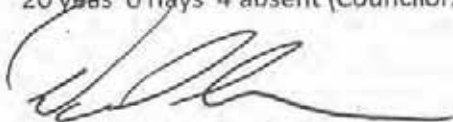
ORDERED:

That, in accordance with the recommendations of the Land Use Committee through its Chairman Marc C. Laredo; and the Finance Committee through its Chairman Leonard J. Gentile, the sum of four hundred seventy-one thousand one hundred seventeen dollars (\$471,117) be appropriated from the Community Preservation Fund Accounts as shown below to the Planning and Development Department for a grant to create two units of permanently affordable rental housing at 10-12 Cambria Road, West Newton, as described in the Community Preservation Committee recommendation dated December 7, 2015.

From: CPA Housing Reserve (21R10498- 5790C).....	\$357,251
CPA Reserve (21R10498 - 5790).....	\$113,866
To: Cambria Road Housing (21-C11422-5797).....	\$471,117

Be it Further Ordered that the Mayor and the Planning Department ensure that the petitioner comply with the State Department of Housing and Community Development guidelines, including but not limited to the tenant selection process, to facilitate these units qualifying for the Subsidized Housing Inventory List.

Under Suspension of Rules
Readings Waived and Approved
20 ~~days~~ 0 days 4 absent (Councilors Brousal-Glaser, Lipof, and Rice)


(SGD) DAVID A. OLSON
City Clerk


(SGD) SETTI D. WARREN
Mayor

Date 4-26-16

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

James Freas,
Acting Director

**Community Preservation Committee
Funding Recommendation for
10-12 CAMBRIA ROAD (WEST NEWTON)
AFFORDABLE HOUSING**

date: 7 December 2015, summary budget revised 1 February 2016

from: Community Preservation Committee

to: The Honorable Board of Aldermen/City Council

PROJECT GOALS & ELIGIBILITY

CAN-DO (Citizens for Affordable Housing in Newton Development Organization) will use the recommended project grant to rehabilitate an existing two-family home as two units of permanently affordable rental housing, one for a homeless family currently living in a hotel or motel and whose household income is up to 50% of the area-wide median, and one for a family currently living in CAN-DO's transitional housing for survivors of domestic violence, whose household income is up to 80% of the area median. Each unit will have two bedrooms and one bathroom. The project's only significant remodeling is relocating an opening onto the rear stairwell, to create more usable space in the second-floor unit's kitchen.

The project is eligible for CPA funds as the creation of affordable housing.

RECOMMENDED FUNDING

On 19 November 2015, the Community Preservation Committee recommended appropriating \$471,117 for this project by a vote of 5-1 (member Rick Kronish opposed, members Michael Clarke, Don Fishman and Jonathan Yeo absent). The CPC recommends that funds be appropriated from the Community Preservation Fund's current reserve and fund balance for housing, and general fund balance, to the Planning & Development Department for a grant to CAN-DO, for any use included in this summary budget:

10-12 Cambria Road (Affordable Housing) Project Budget

USES		SOURCES	
Acquisition (Mortgage Elimination)	\$ 610,000	City of Newton - CDBG/HOME	\$ 384,293
Construction (including 10% contingency)	\$ 148,528	Newton CPA Funding	\$ 471,117
Other Development Costs (Soft Costs)		Charlesbank Homes (grant)	\$ 50,000
Architect, Engineer, Survey	\$ 22,000	<i>1 February 2016 update: originally listed Federal Home Loan Bank grant of \$75,000 was not received.</i>	
Permits, Legal, Appraisal, Taxes, Insurance	\$ 22,030	Total Sources \$ 905,410	
Loan Interest	8 months \$ 20,112		
Soft Cost Contingency	10% \$ 6,414		
Developer Overhead/Fee	8% \$ 66,327		
Initial Funding of Replacement Reserve	\$ 10,000		
Total Uses	\$ 905,410		

website www.newtonma.gov/cpa

contact Alice E. Ingerson, Community Preservation Program Manager

email aingerson@newtonma.gov phone 617.796.1144

SPECIAL ISSUES CONSIDERED BY THE CPC

Project Funding Sources & Costs CPC member Rick Kronish voted against the project primarily because he regarded the amount of its request for locally-controlled subsidies as excessive. He faulted the project for failing to use local subsidies to leverage available state and federal funds. The 5 CPC members voting in favor appreciated that the project's \$390,205 total public subsidy per unit was much lower than the \$482,014 per-unit total public subsidy for CAN-DO's previous project, on Taft Avenue, in part because CAN-DO has proposed only the minimum necessary repairs and remodeling at Cambria Road.

Community Building & Community Support Kronish also expressed his concern that the development of only 2 or 3 affordable units at a time, dispersed across the city, made it difficult to provide supportive services efficiently and threatened to engender a sense of isolation among the units' residents. Other CPC members felt that living in a mixed-income neighborhood would help to integrate the project's residents into the broader Newton community.

Petitions, letters and comments submitted by all but one member of the public supported this proposal. This will be CAN-DO's third property on Cambria Road, with a cumulative total of 15 bedrooms. As noted by one person at the public hearing, the lack of any comments from residents of this fairly short street suggested that the earlier CAN-DO projects, developed in 2004 and 2006, have been seen as good neighbors.

Listing on the Subsidized Housing Inventory The state Dept. of Housing & Community Development has approved an affirmative marketing/tenant selection plan for listing CAN-DO's Taft Avenue project on the SHI. The new Cambria Road project should also be eligible for the SHI because it will use basically the same plan.

Alternative Strategies for Affordable Housing In the context of Newton's challenging real estate market, most CPC members applauded CAN-DO for continuing to develop permanently affordable units in existing 2- and 3-family homes, with a deliberately minimal impact on neighborhood streetscapes.

However, many CPC members also voted in favor of this project in part because the Committee has recently had limited alternatives for supporting affordable housing. Since 2011, all housing proposals to the CPC have come from CAN-DO, with only two exceptions: Myrtle Village (a 7-unit project first proposed in 2011) and the City's homebuyer assistance program. Most CPC members would welcome the opportunity to consider housing projects that leverage a higher proportion of their total public funding from non-local sources or that require smaller public subsidies per unit. The CPC recognized that the projects most likely to meet these criteria would be on a larger scale and designed to create many more than 2 or 3 affordable units at a time.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. The CPC assumes all recommended funds will be appropriated within 6 months, and the two affordable units will be occupied within 18 months, after the date of this recommendation. If either of these deadlines cannot be met, CAN-DO will submit a written request asking the CPC to extend that deadline.
2. Grant funds will be released on a reimbursement basis through a detailed grant agreement including but not limited to requirements for initial, continued and final release of funds, confirmation of non-CPA funding, permits, procurement, contracting, verification of construction work, and cost documentation.
3. CAN-DO will provide project status reports to CPC staff upon request and, as a prerequisite for release of the final 10% of grant funds, will present an in-person and written final report to the CPC summarizing project outcomes and comparing actual to budgeted expenditures.
4. 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 goals 1 and 3 above.

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

- Copy of the CPC's project webpage, with links to additional information:
www.newtonma.gov/gov/planning/cpa/projects/cambria.asp#10-12
- Slide presentation to the CPC on 19 November 2015
- Proposal & supporting materials, including memo from City of Newton Housing staff

8



DECLARATION OF AFFORDABLE HOUSING COVENANTS

10-12 CAMBRIA ROAD, NEWTON 02465

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC. ("CAN-DO"), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, having an address of 1075 Washington Street, Newton, MA 02465, and owner in fee simple of property known as 10-12 Cambria Road, Newton, Massachusetts 02465, 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, (the "Property") shall be subject to the following restrictions for the benefit of the Newton Community Development Authority, an agency organized and existing pursuant to Chapter 705 of the Acts of 1975 and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, having a mailing address of Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts, 02459 (the "NCDA"), its successors and permitted assigns.

The consideration for this Declaration of Affordable Housing Covenants (the "Covenant") is a loan to the Owner from the NCDA, 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") Program. 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 thirty (30) years from the date of this Covenant and for such further time thereafter (up to 99 years) as this Covenant may be lawfully extended (including without limitation extensions permitted under General Laws, Chapter 184, Sections 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 NCD A and the NCD A has verified that all units are fully occupied, as provided in the CDBG and HOME Program Loan Agreement of even date between the NCD A 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. The Owner shall provide two units of rental housing at the Property which shall be rented at affordable rents as defined by HUD for the thirty (30) year period of CDBG and HOME affordability. Notwithstanding the above, upon completion of the thirty (30) year period, any HOME Program and CDBG Program imposed rules not also mandated by other programs, shall expire. The expiration of the HOME and CDBG rules shall not impact the affordability period placed on the units by any other programs. The HOME and CDBG-assisted units will comply with the following income and affordable rent requirements:
- (i) One two-bedroom CDBG and / or HOME unit must be occupied by households with incomes that do not exceed 50 percent of area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area (MSA), adjusted for family size. The other two-bedroom unit must be occupied by households with incomes that do not exceed 80 percent of the area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area, adjusted for family size. The actual income limits are determined by HUD and published annually in the Federal Register;
 - (ii) Rents, including utilities, may not exceed 30% of 80% of the area median income referenced above, except as may be permitted or required by a subsidy program with which the Owner or tenant participates, such as the Section 8. Initial rent for the two-bedroom unit, including utilities, may not exceed the LOW HOME rent limit as determined and published annually by HUD. Initial rent for the two-bedroom unit, including utilities, may not exceed the Fair Market Rent as determined and published annually by HUD.
 - (iii) A tenant whose income met the income limits at the time of initial occupancy, but whose income eventually exceeds 80% of the area median income, may remain in the unit, provided that the rent is adjusted so that the "over-income" tenant is paying not less than 30% of their adjusted monthly gross income for rent and utilities, except as may be permitted or required by a subsidy program with which the Owner or tenant participates, such as the Section 8 program. As soon as the "over-income" tenant vacates the Property, the Owner must re-rent the unit to an income-eligible household.

- (iv) After the expiration of the (20) year period of HOME affordability, units must continue to be occupied by households as defined above in Section 5.A.
- B. The Owner represents warrants and covenants that the determination of whether a resident meets the income requirements set forth herein shall be made by Owner at the time of the leasing of the units and thereafter at least annually on the basis of the current income of such resident. The Owner shall maintain as part of its records, copies of all leases governing the rental of the units as may be executed throughout the affordability period and all Initial and annual income certification(s) by the tenant(s) of the units. At the request of the NCDA, the Owner shall provide copies of records documenting the annual and monthly gross and adjusted income of each resident occupying the units. Owner shall keep such additional records and prepare and submit to NCDA such reports as the NCDA may deem necessary to ensure compliance with the requirements of this Covenant and of the HOME and CDBG Program.
- C. Prior to initial occupancy of the units and annually thereafter, the Owner shall submit to the NCDA 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 NCDA for compliance with the requirements of applicable HUD regulations. After approval of a schedule of rent and allowances by NCDA, rents shall not be increased without either (a) a specific request by Owner for a rent increase or (b) the next annual schedule of rents and utility allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days prior written notice by Owner to the affected tenant(s).
- D. 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 NCDA, which consent shall not be unreasonably withheld. The Owner shall not permit the use of any residential unit for any purpose other than housing, with the exception of a licensed home day care operated by the tenant, in conformity with the City of Newton Ordinances.
- E. 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.
- F. 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, NCDA does not undertake any liability or obligation relating to the condition of the Property.

7. **Instruments to Enforce Covenant.** The NCDA 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 NCDA its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree to execute any such instruments upon request. The Owner and the NCDA intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval. At least 30-days prior to the filing of such notices or instruments the NCDA shall notify the Owner in writing.

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

In the event the NCDA chooses not to exercise its option to assume the mortgage referenced above, then the affordability restriction created hereunder shall terminate upon foreclosure or by instrument in lieu of foreclosure, provided that the holder of the mortgage gives the NCDA not less than 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 5, 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 in Newton Development
Organization, Inc.
d/b/a CAN-DO
1075 Washington Street
Newton, MA 02465

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; and

(vi) the Owner hereby grants to the NCDA 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 NCDA 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. has caused its corporate seal to be hereto affixed and these present to be signed, acknowledged and delivered in its name and behalf by Josephine McNeil, Executive Director, its duly authorized representative, this 28th day of APRIL, 2016.

Citizens for Affordable Housing in Newton Development Organization, Inc.

By: Josephine McNeil
Josephine McNeil, Executive Director

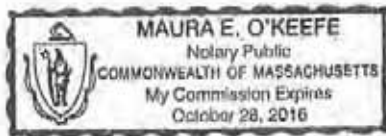
4/28/2016
Date

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

April 28, 2016

On this 28th day of APRIL, 2016, before me, the undersigned notary public, personally appeared the above-named Josephine McNeil, Executive Director, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Josephine McNeil, Executive Director, for Citizens for Affordable Housing in Newton Development Organization, Inc., a non-profit corporation.



[Signature]
Notary Public
My Commission expires: 10/28/16

EXHIBIT A

The land in that part of said Newton called West Newton, Middlesex County, Massachusetts, with the buildings thereon, being Lot numbered 163 as shown on "Plan of Parmenter Park in Waltham & Newton, Mass. Property of Thomas Joyce Realty Trust", dated May 1923, made by Rowland H. Barnes and Henry F. Beal, C.E.'s, recorded with Middlesex South District Registry of Deeds as Filed Plan 731, bounded and described as follows:

NORTHWESTERLY by Lot numbered 162 on said plan, one hundred (100) feet;

NORTHEASTERLY by Cambria Road, fifty (50) feet;

SOUTHEASTERLY by Lots numbered 164 and 165 on said plan, one hundred (100) feet; and

SOUTHWESTERLY by Lot numbered 168 on said plan, fifty (50) feet.

Containing, according to said plan, 5,000 square feet of land, more or less.

Said parcel is conveyed subject to and with the benefit of all rights, easements, restrictions, agreements, takings and covenants of record, to the extent the same are presently in force and applicable.

For title see Deed from Robert E. Close to Citizens for Affordable Housing in Newton Development Organization, Inc, dated September 17, 2015 and recorded with the Middlesex South Registry of Deeds at Book 66117, Page 109.

A2

JOSEPH ROSSI
ATTORNEY AT LAW
2120 COMMONWEALTH AVENUE
NEWTON, MA 02459



QUITCLAIM DEED

I, Robert E. Closo, an unmarried man, of Newton, Massachusetts ("Grantor"),
for consideration paid of Six Hundred Ten Thousand Dollars and no/100 (\$610,000.00)
grant to Citizens for Affordable Housing in Newton Development Organization, Inc. a Massachusetts
corporation with a principal office at 1075 Washington Street Newton, Massachusetts 02465 ("Grantee"),
with quitclaim covenants,

the land in that part of said Newton called West Newton, Middlesex County, Massachusetts, with the
buildings thereon, being Lot numbered 163 as shown on "Plan of Parmenter Park in Waltham & Newton,
Mass. Property of Thomas Joyco Realty Trust", dated May 1923, made by Rowland H. Barnes and Henry
F. Beal, C.E.'s, recorded with Middlesex South District Registry of Deeds as Filed Plan 731, bounded and
described as follows:

- NORTHWESTERLY by Lot numbered 162 on said plan, one hundred (100) feet;
- NORTHEASTERLY by Cambria Road, fifty (50) feet;
- SOUTHEASTERLY by Lots numbered 164 and 165 on said plan, one hundred (100) feet;
and
- SOUTHWESTERLY by Lot numbered 168 on said plan, fifty (50) feet.

Containing, according to said plan, 5,000 square feet of land, more or less.

Said parcel is conveyed subject to and with the benefit of all rights, easements, restrictions, agreements,
takings and covenants of record, to the extent the same are presently in force and applicable.

Being the same premises conveyed to Grantor by deed dated April 27, 2000 and recorded on April 28,
2000 in Book 31353, Page 208, at the Middlesex South District Registry of Deeds.

The Grantor hereby releases all of his rights and claims of Homestead in and to the premises
conveyed herein and affirms under the pains and penalties of perjury that no other person is
entitled to claim the benefit of an existing estate of Homestead in the premises.

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 09/23/2015 01:57 PM
Cit# 251094 21788 Doc# 00162182
Fee: \$2,781.60 Cons: \$610,000.00

Property Address: 10-12 Cambria Road, Newton, MA 02465

Under the pains and penalties of perjury,

WITNESS my hand and seal this 17 day of SEPTEMBER, 2015.



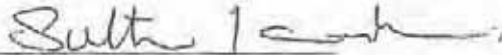
Robert E. Close

Commonwealth of Massachusetts

Middlesex County, ss

On this 17th day of September, 2015, before me, the undersigned notary public, personally appeared Robert E. Close, proved to me through satisfactory evidence of identification, which was MASS ID, to be the person whose name is signed on the preceding or attached document, ~~and acknowledged to me that he signed it voluntarily for its stated purpose.~~

*and swore and affirmed to me that the contents of the document are truthful and accurate and signed voluntarily for its stated purpose.



Notary public
My commission expires:



Contract # N1604

Also valid for CPA
grant agreement,
contract #

**CDBG LOAN AGREEMENT
ATTACHMENT E, STATE TAX ATTESTATION**

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983 REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

By: Josephine McNeil
Josephine McNeil
Executive Director
Citizens for Affordable Housing
in Newton Development Organization, Inc.

**Social Security Number or EIN
(Volun. or Mand. if Applicable)

Date: 4/28/2016

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will 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. This request is made under the authority of Mass. G. L. C. 62C, S. 49A.

CERTIFICATE OF VOTE OF THE BOARD OF DIRECTORS

EXHIBIT A

CERTIFICATE OF VOTE OF THE BOARD OF DIRECTORS

I, Richard Hassinger, as Assistant Clerk of Citizens for Affordable Housing in Newton Development Organization, Inc. d/b/a CAN-DO hereby certify that the following is a true copy of votes taken at the Meeting of the Board of Directors held April 27, 2016 at 7:00 p.m. at the Elliot Church of Newton, 474 Centre Street, Newton, Massachusetts 02458.

A quorum being present upon motion duly made and seconded it was:

VOTED: That the Corporation authorize either the Executive Director or the President to execute the funding agreement and all notes, mortgages and other customary financing documents necessary in connection with a Forgivable-Deferred loan in the amount of \$471,117.00 from the Newton Community Preservation Committee for the purpose of paying down a first mortgage for acquisition, and to pay for soft and construction costs relating to the development of 10-12 Cambria Road, West Newton, MA 02465.

VOTED: That the Corporation authorize either the Executive director or the President to execute the funding agreement and all notes, mortgages and other customary financing documents necessary in connection with a Forgivable-Deferred loan in the amount of \$195,00.00 in HOME funds from the Newton Community Development Authority for the purpose of paying down a first mortgage for acquisition of the property at 10-12 Cambria Road, West Newton, MA 02465

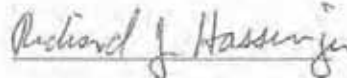
VOTED: That the President or the Executive Director either of them be and hereby are acting individually authorized to act on behalf of the Corporation in executing any and all documents, instruments or certifications usual, customary or necessary and in the form suitable in their judgment for carrying out the votes herein taken.

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.

CERTIFICATE OF AUTHORITY - CORPORATE

The undersigned hereby certifies on behalf of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO a Massachusetts corporation (the Corporation), that he is the duly elected and acting Clerk of the Corporation and that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of certain Votes taken at a Meeting of the Board of Directors of the Corporation on April 27, 2016 and said Votes have not been revised, rescinded, amended or otherwise modified and, as of June 22 2016, are in full force and effect; and
2. James Thompson is the duly qualified and acting President of the Corporation and Josephine McNeil is the duly qualified and acting Executive Director of the Corporation.



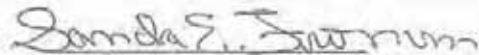
Assistant Clerk, Richard Hassinger

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

June , 2016

On this ____ day of June, before me, the undersigned notary public, personally appeared Richard Hassinger, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged that she signed it voluntarily for its stated purpose, as Clerk of Citizens for Affordable Housing in Newton Development Organization, Inc., d/b/a CAN-DO.



Notary Public

My commission expires:

June 25, 2021

LIST OF CAN-DO BOARD MEMBERS AS OF JUNE 2016

Susan Davidoff

Richard Hassinger

Donald Kondub

Bart Lloyd

Tammy McKenna

James Thompson

Attachment G**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 include 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.

City of Newton



Setti D. Warren
Mayor

Newton, Massachusetts
**FUNDING REQUEST for
AFFORDABLE HOUSING DEVELOPMENT
FY15 or FY16**

 PRE-PROPOSAL

 PROPOSAL

(For staff use)
date rec'd:

Rec'd 19-20
October 2015

Project TITLE	10-12 Cambria Road Affordable Housing			
Project LOCATION	Full street address (with zip code), or other precise location. 10-12 Cambria Road, West Newton, MA 02465			
Project CONTACTS	Name & title of organization	Email	Phone	Mailing address
Manager/ Developer	Josephine McNeil, Executive Director, CAN-DO	Jam_cando@msn.com	617-964-3527	1075 Washington Street West Newton, MA 02465
Other Contacts	None provided.			
Project FUNDING	Newton CDBG/HOME/CPA funds requested: \$780,410	Total other funds to be used: \$125,000	Total project cost: \$905,410	
Project SUMMARY & NEEDS	Location (amenities within walking distance, access to transit); short summary of details on page 2 (rehabilitation or new construction; target population; type of housing; unit composition; special features); and brief citations (section & page) showing how the project meets needs identified in Newton's <i>Comprehensive Plan, Consolidated Plan, or Community Preservation Plan</i> (if relevant).			
<p>The property is located in West Newton, close to the Waltham border. The 554/556 MBTA bus route which runs between Waltham and Newton is within two blocks of the property. Within one block is a convenience store, and a laundromat. The elementary school is within walking distance, the middle school is approx. one mile away and the high school is within 1.5 miles, both accessible on the bus line.</p> <p>The existing two-family will be renovated:</p> <ul style="list-style-type: none"> - Replace Roof; repartitioning of second floor kitchen with new cabinets and appliances; - Addition of new heating system (currently both units on one system); insulation of attic; - Repoint masonry chimney to prevent failure; - Repair siding, siding trim, seal penetrations and repair gutters and downspouts to prevent water infiltration; - Porch repair of decking, structural supports, lattice to prevent failure; Remove basement ceilings and wall finishes to determine extent of mold, and to provide proper access to electrical panes; - Remove/encapsulate/cover basement asbestos flooring tile; - Repair/replace basement rotted/termite damaged partitions and stair - Replace termite damaged frame sills; - Replace/repair misc. plumbing including waste lines and valves; - Repair electrical connections; and - Lead paint testing and removal. <p>The population to be served by the housing are extremely low and low income homeless families. This is a population identified as the top priority on p. 113 of the FY16-20 Consolidated Plan. (SP-25)</p>				

City of Newton Funding Request for Housing Development

Project TITLE		10-12 Cambria Road Affordable Housing				
SOURCES OF FUNDS <i>Check all that apply and identify if funds are committed or proposed.</i>						
X CDBG funds	\$189,690	<input type="checkbox"/> Other (identify sources)				
<input type="checkbox"/> HOME funds	\$119,603	Private Foundation	\$50,000			
X CPA funds	\$471,117	FHLBBoston of AHP	\$75,000			
<input type="checkbox"/> Private bank loan	\$		\$			
USES OF FUNDS <i>Check all that apply.</i>						
Acquisition	<input checked="" type="checkbox"/>	Rehabilitation	<input checked="" type="checkbox"/>	Mortgage buydown	<input type="checkbox"/>	Site preparation/ remediation
For CPA: <input checked="" type="checkbox"/> Creation						
TARGET POPULATION & SPECIAL FEATURES <i>Check all that apply.</i>						
<input checked="" type="checkbox"/> Individual/Family			<input checked="" type="checkbox"/> Homeless/At Risk of Homelessness			
<input type="checkbox"/> Special needs/disabilities (Identify population & provider of support services, if any): No information entered.						
<input type="checkbox"/> Special features (historic preservation, sustainability, etc.): No information entered.						
TYPE OF HOUSING <i>Check all that apply.</i>						
<input checked="" type="checkbox"/> Rental			<input type="checkbox"/> Combination or other (identify): No information entered.			
<input checked="" type="checkbox"/> Individual/single family						
UNIT COMPOSITION <i>List the development's number of units in each category.</i>						
	Total	≤ 30% AMI	≤ 50% AMI	≤ 80% AMI	80-100% AMI	Market-rate
2 BR			1			
3 BR				1		
OUTREACH <i>Summarize efforts to date to communicate with abutters, neighborhood residents & ward aldermen.</i>						
I have spoken to one ward alderman who has committed to communicating with his colleagues in Ward 3.						
This a an existing property and no changes will be made to the exterior; thus there is no obligation to notify neighbors.						

City of Newton Funding Request for Housing Development

Attachments struck out below are available on the CPC webpage for this project,

www.newtonma.gov/gov/planning/cpa/projects/cambria.asp#10-12

Project TITLE		10-12 Cambria Road Affordable Housing	
Required	Check if included	HOUSING PROPOSAL ATTACHMENTS CHECKLIST Pre-proposals need only the attachments highlighted in yellow.	
always	X	PETITION of SUPPORT	(2 page petition provided; phone numbers and emails omitted online)
always	X	PHOTOS	of site conditions & surroundings (2-3 photos may be enough for pre-proposal)
	X	MAP	of site in relation to nearest major roads, schools, shopping, transit, etc.
	X	TIMELINE	including financing, permitting, construction & occupancy
SITE CONTROL & PROJECT FINANCES			
always	X	Deed	
	X	Developer commitment to pursue permanent affordability	(statement on attachments list)
	SEPARATE ONLINE	Appraisal by an independent, certified real estate appraiser	(commissioned by CPC & posted separately on CPC website) – First 3 pages submitted to Board, full appraisal online
	X	Development pro forma	
	X	Scope of construction work, supported by professional cost estimates	
	X	Non-Newton funding; summary on attachments list	
	X	Market analysis: including prevailing/trending rents or prices & target population – summary on attachments list	
as needed	ONLINE ONLY	Home inspection report by a licensed professional, for rehabilitation projects	
rental only	X	10-year operating budget	(pre-proposals need only a short draft)
	NONE	Rental subsidy, if any: sources, commitment letters or application/decision schedules	
DEVELOPER CAPACITY & QUALIFICATIONS			
always	X	Organization mission & current housing portfolio, including how this project fits both	
	X	Previous similar projects completed, with photographs	
	X	Resumes for development team, including affiliations with City boards or commissions	
	X	Most recent audited annual financial statement of parent company or organization	
		Statements on attachments list	Fair housing training completed Any past fair housing complaints & their resolution
nonprofits	X	Most recent annual operating budget	
	X	Board of directors: including skills, experience, tenure & affiliations	
SITE REVIEW, ZONING & PERMITTING			
always	Statements on attachments list	Brief property history, covering at least the previous 30 years of ownership & use	
		Environmental mitigation plan, including lead paint, asbestos, underground tanks	
	Development is by right.	Confirmation of review by Development Review Team (DRT) and zoning relief / permits required – no review requested	
	NONE	Other approvals required: Newton Conservation or Historical Commission, Commission on Disability, Mass. Historical Commission, Mass. Architectural Access Board, etc.	
DESIGN & CONSTRUCTION			
always	X	Site & floor plans, elevations	One partial sketch floor plan attached.
	X	Materials & finishes; highlight "green" or sustainable features or proposed certification	
RELOCATION, FAIR HOUSING & ACCESSIBILITY			
always	X	Affirmative marketing & resident selection	
	X	Reasonable accommodation/reasonable modification policy	

Attachments List for October 2015 Cambria Road Housing Proposal to Newton CPC

Attachments struck out below are available on the CPC webpage for this project,
www.newtonma.gov/gov/planning/cpa/projects/cambria.asp#10-12

10-12 CAMBRIA ROAD PROPOSAL ATTACHMENTS

- ~~1. LETTERS OR PETITONS OF SUPPORT~~ ~~ATTACHMENT #1~~
2. PHOTOS ATTACHMENT #2
3. MAP ATTACHMENT #3
4. TIMELINE ATTACHMENT #4
5. SITE CONTROL & PROJECT FINANCES
 - ~~a. Deed~~ ~~ATTACHMENT #5~~
 - b. The developer is committed to permanent affordability as a condition of the city funding.
 - ~~e. Appraisal~~ ~~ATTACHMENT #6~~
 - d. Development Proforma ATTACHMENT #7
 - e. Scope of Work and Cost Estimates ATTACHMENT #8
 - f. Non-Newton Funding – Federal Home Loan Bank of Boston application submitted in September - response expected in December of 2015; Charlesbank Home submitted in October – response expected in February.
 - g. Market analysis – Massachusetts currently has approximately 1500 families living in hotels/motels many of whom are seeking 2-bedroom units.
 - ~~h. Home inspection report~~ ~~City housing staff is in possession of the report.~~
 - i. 10 year operating budget ATTACHMENT #9
 - j. There are no rental subsidies; the state is not presently offering subsidies.
6. DEVELOPER CAPACITY & QUALIFICATIONS
 - ~~a. Organization mission & current housing portfolio~~ ~~ATTACHMENT #10~~
 - b. CAN-DO has the used the model set forth in the proposed project for the acquisition and renovation of a 2 or 3 family dwelling to create housing affordable to low-income families for approximately 20 years. This model has produced 15 units of housing in Newton which will be affordable into perpetuity. Attached are photos of all our projects including: Falmouth Road; Jackson Road; 11-13 Cambria Road; 18-20 Cambria Road; 2148-50 Commonwealth Avenue; Eddy Street and Pearl Street.
 - ~~e. Resumes for development team~~ ~~ATTACHMENT #11~~
 - ~~d. Most recent audited annual financial statement was submitted via e-mail.~~
 - e. Project manager, Josephine McNeil has completed fair housing training.
 - f. Organization has not had any fair housing complaints filed against it.
 - ~~g. 2015 annual operating budget~~ ~~ATTACHMENT #12~~
 - ~~h. Board of Directors~~ ~~ATTACHMENT #13~~
7. SITE REVIEW, ZONING & PERMITTING

Attachments List for October 2015 Cambria Road Housing Proposal to Newton CPC

- a. History – This property was built as a 2 family structure in 1938. I found no evidence of a use other than residential in the building jacket.
- b. Environmental Mitigation Plan – Lead paint and asbestos are present and remediation is included in construction budget.
- c. I assume it was not required to be presented to DRT as project is by right and there is no change in the design of the exterior.
- d. There are no approvals needed.

8. DESIGN & CONSTRUCTION

- a. Scope of work does not include any change in plan with exception of second floor kitchen. *ATTACHMENT #14*
- b. Letter from Architect *ATTACHMENT #15*
- c. Not Applicable

9. AFFIRMATIVE FAIR HOUSING MARKETING PLAN

- a. Affirmative Marketing & resident selection plan *ATTACHMENT #16*
- ~~b. Reasonable accommodation/reasonable modification policy *ATTACHMENT #17*~~

Rec'd & corrected by CPC staff 24 August 2015,
 corrected to accompany project full proposal 20 October 2015

10-12 CAMBRIA ROAD TIMELINE	
Offer	28-Jul-15
Housing Partnership (1st discussion)	12-Aug-15
Purchase & Sale	August-September 2015
Housing Partnership (2nd discussion)	9-Sep-15
CPC pre-proposal discussion	9-Sep-15
full proposal due to CPC	19-Oct-15
Closing	October 2015
P&D Board	October 2015
CPC public hearing & possible funding vote	19-Nov-15
Board of Aldermen committees / vote	November-December 2015
Grant agreements/ deed restriction	January 2016
Bidding	January-February 2016
Construction	February-March 2016
Marketing/Rent-Up	March 2015
Occupancy	April 2015

Received by CPC staff 20 October 2015

10-12 CAMBRIA ROAD DEVELOPMENT PRO FORMA**ORIGINAL**

ITEM			
DEVELOPMENT BUDGET			
SUBTOTAL - ACQUISITION COST			\$ 610,000
CONSTRUCTION COSTS:			
Direct Construction Costs			\$ 135,025
Construction Contingency	10%		\$ 13,503
Total Construction			\$ 148,528
TOTAL ACQUISITION AND CONSTRUCTION			\$ 758,528
SOFT COSTS			
Architect/Engineer			\$ 20,000
Survey			\$ 2,000
Building Permits			\$ 2,430
Legal			\$ 3,500
Title and Recording			\$ 2,500
Real Estate Taxes			\$ 5,500
Liability Insurance			\$ 4,000
Builder's Risk Insurance			\$ 3,500
Appraisal			\$ 600
Loan Interest	8 months		\$ 20,112
Pre-development			
Relocation			
Total			\$ 64,142
Soft Cost Contingency	10%		\$ 6,414
Subtotal: SOFT COSTS			\$ 70,556
Subtotal:Acquis.,Const., and Gen. Development			\$ 829,084
>Developer Overhead/Fee	8%		\$ 66,327
Fund Replacement Reserve			\$ 10,000
TOTAL DEVELOPMENT COSTS			\$ 905,410
FUNDING SOURCES:			
City of Newton - CDBG/HOME			\$ 309,293
CPA GRANT			\$ 471,117
Charlesbank Homes			\$ 50,000
FLHB			\$ 75,000
TOTAL SOURCES			\$ 905,410

inc. lead/asbestos remediation

revised 8-20-2015

Received by CPC staff 20 October 2015

10-12 CAMBRIA ROAD 10 YEAR OPERATING BUDGET		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Annual increase: income		0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Annual increase: costs		0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
INCOME:	MONTHLY	ANNUAL									
2 BR (50%)	\$ 924.00	\$11,088									
2 BR (80%)	\$ 1,466.00	\$17,592	(+\$1100/mo. minus Utilities = \$924 - Lo HOME								
		\$28,680	(+\$1623/mo. Utilities = \$1466 NHA rent								
Vacancy rate - 10%		\$ 2,868									
ANNUAL INCOME		\$25,812	\$26,328	\$26,855	\$27,392	\$27,940	\$28,499	\$29,069	\$29,650	\$30,243	\$30,848
EXPENSES											
Administrative:											
Mgmt Fee @ 5% of income		\$ 1,291									
Legal		\$ 300									
Audit		\$ 500									
TOTAL ADMINISTRATIVE		\$ 2,091	\$ 2,153	\$ 2,218	\$ 2,284	\$ 2,353	\$ 2,424	\$ 2,496	\$ 2,571	\$ 2,648	\$ 2,726
Maintenance:											
Extermination		\$ 500									
Landscaping/Snow Removal		\$ 1,500									
Decorating/Repairs		\$ 2,000									
TOTAL MAINTENANCE		\$ 4,000	\$ 4,120	\$ 4,244	\$ 4,371	\$ 4,502	\$ 4,637	\$ 4,776	\$ 4,919	\$ 5,067	\$ 5,219
Utilities:											
Common area electric		\$ 250									
Water/Sewer		\$ 2,000									
TOTAL UTILITIES		\$ 2,250	\$ 2,318	\$ 2,387	\$ 2,459	\$ 2,532	\$ 2,608	\$ 2,687	\$ 2,767	\$ 2,850	\$ 2,936
Other costs:											
Insurance		\$ 2,500									
Taxes		\$ 5,500									
Operating Reserve		\$ 2,000									
Supportive Services		\$ 5,000									
TOTAL OTHER COSTS		\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572
TOTAL OPERATING COSTS		\$23,341	\$24,041	\$24,762	\$25,505	\$26,270	\$27,058	\$27,870	\$28,706	\$29,567	\$30,454
NET CASH FLOW		\$ 2,471	\$ 2,287	\$ 2,093	\$ 1,887	\$ 1,670	\$ 1,440	\$ 1,199	\$ 944	\$ 676	\$ 394

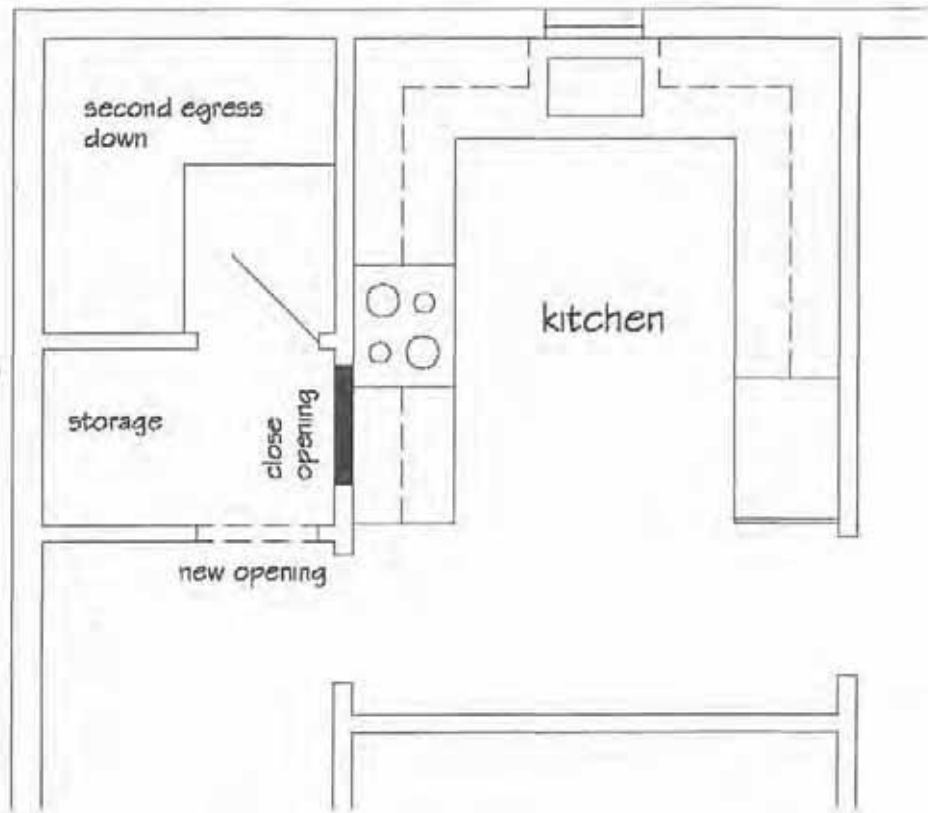
Rec'd by CPC staff for pre-proposal 21 August 2015,
 reformatted as 1-page summary. For additional detail, see
 full scope online, submitted with proposal in October 2015.

Terrence G. Heinlein AIA
 1 Aberdeen Road
 Weston, MA 02493

Proposed scope of work, and associated costs, for the partial renovation of 10-12 Cambria Road, Newton, MA	
PROPOSED SCOPE OF WORK	
BASEMENT	
Remove and dispose basement ceiling and wall finishes.	\$1,600
Allow remediation of possible/likely wall mold.	\$12,500
Remove/encapsulate/cover basement asbestos flooring and pipe cover.	\$5,300
Remove and replace basement damaged partitions and stair.	\$1,400
Replace termite damaged frame wall sills.	\$8,800
Repair nonconforming electrical connections.	\$850
Repair nonconforming plumbing, including waste and valves.	\$1,900
Modification to existing heating system, including new boiler.	\$15,000
TOTAL BASEMENT AREA SCOPE AND RELATED COSTS	\$47,350
FIRST FLOOR	
Repair of side access stairs, railing, and landing.	\$1,750
Removal and refinishing of interior entry stair ceiling to increase height.	\$2,100
Repair first floor main entry porch, including frame, deck, and skirt.	\$8,300
TOTAL FIRST FLOOR AREA SCOPE AND RELATED COSTS.	\$12,150
SECOND FLOOR	
Demolition of existing second floor kitchen, and alcove.	\$850
Reframing of existing second floor kitchen, and alcove.	\$900
Second floor kitchen cabinetry.	\$7,400
Second floor kitchen appliances.	\$3,100
Second floor drywall.	\$1,700
Second floor trim.	\$450
Second floor doors, frames, hardware.	\$1,150
Second floor painting.	\$2,300
Second floor heating, ventilating, exhaust.	\$2,600
Second floor plumbing.	\$1,350
Second floor electrical (relocate panel)	\$5,200
TOTAL SECOND FLOOR AREA SCOPE AND RELATED COSTS.	\$27,000
EXTERIOR ENVELOPE	
Repair, seal, and replace coil stock trim, and damaged siding components.	\$9,400
Repair gutters and downspouts. Add splashblocks.	\$1,025
Repaint masonry chimney.	\$2,200
Replace roofing, underlayment and drip edges.	\$12,000
TOTAL EXTERIOR ENVELOPE SCOPE AND RELATED COSTS	\$24,625
MISCELLANEOUS	
Lead paint testing and remediation.	\$14,500
Insulation of rim joists, exterior walls, and attic (work by nonprofit energy company)	\$9,400
TOTAL MISCELLANEOUS SCOPE AND RELATED COSTS.	\$23,900
TOTAL PROJECTED SCOPE COSTS	\$135,025
10% CONTINGENCY	\$13,503
TOTAL CONSTRUCTION SCOPE COSTS	\$148,528

PROPOSED PROJECT SCHEDULE:	weeks required
Construction Documents (post P & D board approval)	5
Construction Bidding.	3
Construction Contract Signing	2
Construction Phase	12
TOTAL	22

REDESIGNED SECOND FLOOR KITCHEN



Renovated Kitchen Plan
12 Cambria Road, Newton, MA

Terrence G. Heinlein AIA Architect

TGHARCHITECT.COM

HEINLEINTG@AOL.COM

September 14, 2015

Federal Home Loan Bank of Boston Affordable Housing Program
800 Boylston Street
Boston, Massachusetts

Re: Sustainable Development Building Practices for 10-12 Cambria Road, Newton, MA

To Whom It May Concern:

This letter is to summarize the sustainable development building practices included in the development of the renovations to the above referenced project for Citizens for Affordable Housing in Newton Development Organization Inc.

New open cell foam insulation by Icynene or equal, shall be added to first floor perimeter rim joists at the exterior wall, and fiberglass insulations and/or cellulose insulations shall be placed at the first floor and attic framing planes. The existing structure currently has little or no insulation at these locations.

All new bath plumbing fixtures shall be low demand fixtures with dual flush by Toto or equal, including 1.28 gpf water closets, 2.0 gpm showerheads and kitchen faucets by Symmons or equal, with 1.5 gpm bath faucets. The new boiler, by Burnham or equal, shall be specified with a minimum of 87 percent efficiency.

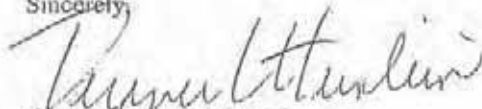
Energy Star appliances and lighting fixtures shall be provided at the new upper floor unit kitchen.

All residents shall be instructed as to the correct and efficient use, and maintenance, of the new boiler, plumbing fixtures, appliances and lighting fixtures, and shall be given manuals from suppliers as indicating proper use and maintenance.

The common lower level space shall have designated locations for the City of Newton provided recycling containers for residents' use.

If you have any additional questions regarding the sustainable development building practices to be specified for this project, please contact me.

Sincerely,


Terrence G. Heinlein AIA

APPRAISALS UNLIMITED

Small Residential Income Property Appraisal Report

File No. 424278GK

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

PROPERTY ADDRESS 10 GAMBRIA ROAD City NEWTON State MA Zip Code 02465-1117
OWNER CITIZENS FOR AFFORDABLE HOUSING IN NEWTON Owner of Public Record ROBERT CLOSE County MIDDLESEX
LEGAL DESCRIPTION BOOK 31353, PAGE: 208, MIDDLESEX COUNTY REGISTRY OF DEEDS.
ASSESSOR'S PARCEL # 34-045-0012 **TAX YEAR** 2015 **R.E. TAXES** \$ 4,782
NEIGHBORHOOD NAME WEST NEWTON **MAP REFERENCE** 15764 **CENSUS TRACT** 3746.00
DEEDS Deed Tenant Vicant **SPECIAL ASSESSMENTS** \$ NONE PUD HOA \$ 0.00 per year per month
PROPERTY RIGHTS APPRAISED Fee Simple Leasehold Other (describe)
ASSIGNMENT TYPE Purchase Transaction Refinance Transaction Other (describe)
LOANER/CLIENT CITY OF NEWTON **ADDRESS** 1000 COMMONWEALTH AVENUE, NEWTON, MA 02459
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s) PER MLS LISTING#71871628 SUBJECT WAS LISTED FOR SALE ON 07/10/2015 FOR \$649,000 AND WENT UNDER AGREEMENT FOR \$610,000 WITHIN 75 DAYS. SUBJECT WAS SOLD FOR \$610,000 ON 09/23/2015.
 I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of my analysis of the contract for sale or why the analysis was not performed.
CONTRACT PRICE \$ **DATE OF CONTRACT** **IS THE PROPERTY IN THE OWNER OF PUBLIC RECORD?** Yes No **DATA SOURCE(S)**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid.
NOTE: Race and the racial composition of the neighborhood are not material factors.

Neighborhood Characteristics				2-4 Unit Housing Trends			2-4 Unit Housing		Present Land Use %		
Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80% %
Build-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	15% %
Growth	<input checked="" type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	549 Low	50	Multi-Family	%
Neighborhood Boundaries	SEE ATTACHED ADDENDUM.							2790 High	200	Commercial	5% %
								850 Pred.	100	Other CONDOS	20% %
Neighborhood Description	SEE ATTACHED ADDENDUM.										
Market Conditions (including support for the above conclusions)	SEE ATTACHED ADDENDUM.										

DIMENSIONS 100' x 50' x 100' x 50' **AREA** 5000 sq ft **SHAPE** RECTANGULAR **VIEW** NEIGHBORHOOD
SPECIFIC ZONING CLASSIFICATION SR3 **ZONING DESCRIPTION** 7,000 SF MINIMUM LOT SIZE & 70' MINIMUM FRONTAGE
ZONING COMPLIANCE Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) SEE ATTACHED ADDENDUM.
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe THE HIGHEST AND BEST USE IS THE CURRENT USE.
UTILITIES **PUBLIC** **OTHER (describe)** **PUBLIC** **OTHER (describe)** **OFF-SITE IMPROVEMENTS—TYPE** **PUBLIC** **PRIVATE**
 Electricity Water Screen ASPHALT
 Gas Sanitary Sewer Alley NONE
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 25017C.0551E FEMA Map Date 06/04/2010
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe.
 Are there any adverse site conditions or external factors (encroachments, encroachments, environmental conditions, land uses, etc)? Yes No If Yes, describe SEE ATTACHED ADDENDUM.

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
Units	<input checked="" type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Foundation Walls	STONE/AVERAGE	Floors	HRDWD/AVG
Accessory Unit (describe below)				Exterior Walls	VINYL/GOOD	Walls	PLASTER/AVG
# of Stories	2 # of bldgs. 1	Basement Area	858 sq. ft.	Roof Surface	ASPHALT /GOOD	Trim/Finish	WOOD/GOOD
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Finish	PART/FINISHED %	Gutters & Downspouts	MTL & MTL/GOOD	Bath Floor	CERAMIC/AVG
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		<input checked="" type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	D9L, HUNG/GOOD	Bath Wainscot	CER./WOOD/AVG
Design (Style)	2-FAMILY	Evidence of	<input type="checkbox"/> Infestation	Storm Sash/Insulation	YES/YES/GOOD	Car Storage	
Year Built	1938	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	YES/GOOD	None	
Effective Age (Yrs)	12	Heating/Cooling		Amenities		<input checked="" type="checkbox"/> Driveway	# of Cars 4
Attic	<input checked="" type="checkbox"/> None <input type="checkbox"/> FWA <input checked="" type="checkbox"/> HWB <input type="checkbox"/> Radiant	Other Fuel GAS		Fireplace(s) # 0	Wood Stove(s) # 0	Driveway Surface	PAVED
Drop Stair	<input type="checkbox"/> Stairs	Central Air Conditioning		Porch/Dock 0	Fence 0	Garage	# of Cars
Floor	<input type="checkbox"/> Scribe	Individual <input checked="" type="checkbox"/> Other NONE		Pool 0	<input checked="" type="checkbox"/> Patio 2	Carport	# of Cars
Finished	<input type="checkbox"/> Heated			Other 0		Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in
# of Appliances	Refrigerator 2 Range/Oven 2 Dishwasher 2 Disposal 2 Microwave 2 Washer/Dryer 1 Other (describe)						
Unit # 1 contains:	5 Rooms 2 Bedroom(s) 1 Bath(s) 870 Square feet of Gross Living Area						
Unit # 2 contains:	5 Rooms 2 Bedroom(s) 1 Bath(s) 858 Square feet of Gross Living Area						
Unit # 3 contains:	Rooms Bedroom(s) Bath(s) Square feet of Gross Living Area						
Unit # 4 contains:	Rooms Bedroom(s) Bath(s) Square feet of Gross Living Area						
Additional features (special energy efficient items, etc.). UNIT #1 HAS FINISHED ROOM IN THE BASEMENT WITH HALF BATHROOM. THERE IS ALSO ASBESTOS TILE IN THE BASEMENT. THERE IS ONLY ONE WATER HEATER AND HEATING SYSTEM FOR 2 UNITS.							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) SEE ATTACHED ADDENDUM.							

Small Residential Income Property Appraisal Report

File No. 4242780K

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe: **THERE ARE NO PHYSICAL DEFICIENCIES NOR ADVERSE CONDITIONS THAT AFFECT THE LIVABILITY, SOUNDNESS, OR STRUCTURAL INTEGRITY OF THE PROPERTY.**

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe: **THE PROPERTY GENERALLY CONFORMS TO THE NEIGHBORHOOD WITH REGARD TO FUNCTIONAL UTILITY, STYLE, CONDITION, USE AND CONSTRUCTION.**

Is the property subject to rent control? Yes No If Yes, describe: **N/A**

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL NO. 1	COMPARABLE RENTAL NO. 2	COMPARABLE RENTAL NO. 3
10 CAMBRIA ROAD Address: NEWTON, MA 02465-1117	9-11 NOBLE STREET NEWTON	126-130 LINWOOD AVENUE NEWTON	11 CLINTON STREET NEWTON	
Proximity to Subject	0.19 mile SW	1.24 miles SE	1.59 miles SE	
Current Monthly Rent	\$ 3,000	\$ 1,700	\$ 1,800	\$ 2,630
Rent/Gross Bldg. Area	\$ 1.74 sq. ft.	\$ 0.64 sq. ft.	\$ 0.65 sq. ft.	\$ 1.45 sq. ft.
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)	INSPECTION	MLS-PIN#71862842	MLS-PIN#71881047	MLS-PIN# 71800561
Date of Lease(s)	VACANT	TAW	TAW	TAW
Location	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Actual Age	77 YEARS	87 YEARS	105 YEARS	143 YEARS
Condition	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Gross Building Area	1,728	2,664	2,704	1,909
Unit Breakdown	Rm Count: 5, 2, 1; Size: 870; Tot Br: 8; Ba: 1; Sq. Ft.: 1332; Monthly Rent: VACANT	Rm Count: 5, 2, 1; Size: 1332; Monthly Rent: 1,700	Rm Count: 5, 2, 1; Size: 1382; Monthly Rent: 1,800	Rm Count: 4, 2, 1; Size: 904; Monthly Rent: 1,400
Unit # 1	5 2 1 870 B 2 1 1332 \$ VACANT			3 1 1 804 \$ 1,230
Unit # 2	5 2 1 858 B 2 1 1332 \$ 1,700			4 2 1 904 \$ 1,400
Unit # 3				
Unit # 4				
Utilities Included	WATER & SEWER	WATER & SEWER	WATER & SEWER	WATER & SEWER

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.)
THE RENTAL COMPS REPRESENT THE CURRENT RENTAL MARKET IN NEWTON. RENTAL CONCESSIONS ARE NOT PREVALENT IN THIS MARKET. ALL RENTAL COMPS CITED REPRESENT MULTI FAMILY HOMES WITH 2 BEDROOM UNITS LIKE THE SUBJECT. ALL UNITS ARE SIMILAR WITH REGARD TO UTILITY, AMENITIES, AND OVERALL APPEAL DUE TO THE LACK OF SIMILAR PROPERTIES IN THE SUBJECT AREA. APPRAISER EXCEEDED 1 MILE GUIDELINE.

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit #	Leases		Actual Rents		Opinion Of Market Rent		
	Begin Date	End Date	Unfurnished	Furnished	Total Rents	Unfurnished	Furnished
1	VACANT		\$ EST 1500		\$ EST 1500	\$ 1,500	\$ 1,500
2	VACANT		EST 1500		EST 1500	1,500	1,500
3							
4							

Comments on lease data: **UNIT #1 AND UNIT #2 ARE VACANT.** Total Actual Monthly Rent: \$ 3,000. Total Gross Monthly Rent: \$ 3,000. Other Monthly Income (Items): \$.

Utilities Included in estimated rents: Electric Water Sewer Gas Oil Cable Trash collection Dishes (dishwasher)

Comments on actual or estimated rents and other monthly income (including personal property): **SEE ATTACHED ADDENDUM**

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain:

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data source(s): **WARREN GROUP, ASSESSOR, DEED**

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data source(s): **WARREN GROUP, ASSESSOR**

Report the results of the research and analysis of the prior sale history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	09/23/2015			
Price of Prior Sale/Transfer	\$610,000			
Data Source(s)	WARREN GROUP	WARREN GROUP	WARREN GROUP	WARREN GROUP
Effective Date of Data Source(s)	10/01/2015	10/01/2015	10/01/2015	10/01/2015

Analysis of prior sale history for the subject property and comparable sales: **PER MLS LISTING#71671628 SUBJECT WAS LISTED FOR SALE ON 07/10/2015 FOR \$649,000 AND WENT UNDER AGREEMENT FOR \$610,000 WITHIN 75 DAYS. SUBJECT WAS SOLD FOR \$510,000 ON 09/23/2015. NO ADDITIONAL SALES NOR LISTINGS FOR THE THE SUBJECT PROPERTY WITHIN THE PAST 3 YEARS PER MLS/WARREN GROUP. NO ADDITIONAL SALES NOTED FOR THE COMPARABLES WITHIN THE PAST YEAR PER WARREN GROUP.**

Small Residential Income Property Appraisal Report

File No. 424278GK

There are 1 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 575,000 to \$ 799,000							
There are 13 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 599,000 to \$ 825,000							
FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3			
10 CAMBRIA ROAD Address: NEWTON, MA 02465-1117		39 RUSTIC STREET Address: NEWTON, MA 02458		88 DERBY STREET Address: NEWTON, MA 02465		8-10 ADAMS TERRACE Address: NEWTON, MA 02458	
Proximity to Subject		1.50 miles NE		0.43 mile SE		1.43 miles SE	
Sale Price		\$ 605,000		\$ 700,000		\$ 599,000	
Sale Price/Gross Bldg. Area		\$ 0.00 sq. ft.		\$ 380.03 sq. ft.		\$ 321.10 sq. ft.	
Gross Monthly Rent		\$ 3,000		EST. 3,300		EST. 2,800	
Gross Rent Multiplier		N/A		201.67		218.75	
Price Per Unit		\$ 302,500		\$ 350,000		\$ 288,500	
Price Per Room		\$ 57,222		\$ 70,000		\$ 59,900	
Price Per Bedroom		\$ 161,250		\$ 175,000		\$ 149,750	
Rent Control		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Data Source(s)		INSPECTION		MLS-PIN#71850299		MLS-PIN#71845300	
Verification Source(s)		ASSESSOR		ASSESSOR/EXT.INSPECT.		ASSESSOR/EXT.INSPECT.	
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sale or Financing		NONE KNOWN		NONE KNOWN		NONE KNOWN	
Concessions		DOM-6		DOM-23		DOM-14	
Date of Sale/Time		07/14/15		08/11/15		07/29/15	
Location		AVERAGE		AVERAGE		INFERIOR 5%	
Leasehold/Fee Simple		FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site		5000 sf		7617 sf		3500 sf	
View		NBHD/GOOD		NBHD/GOOD		NBHD/GOOD	
Design (Style)		2-FAMILY		2-FAMILY		2-FAMILY	
Quality of Construction		AVERAGE		AVERAGE		AVERAGE	
Actual Age		77 YEARS		120 YEARS		135 YEARS	
Condition		AVERAGE		AVERAGE		AVERAGE	
Gross Building Area		1,728		1,592		2,070	
Unit Breakdown		Total Bldgs. Units		Total Bldgs. Units		Total Bldgs. Units	
Unit # 1		5 2 1 3 1 1		0 3 1 1		0 5 2 2	
Unit # 2		5 3 1 3 3 1		0 7 3 1		0 5 2 2	
Unit # 3							
Unit # 4							
Basement Description		FULL		FULL		FULL	
Basement Finished Rooms		P/FIN. W/H.BATH		UNFINISHED		UNFINISHED	
Functional Utility		AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling		CENTRAL/NONC		SPRT/NONC		SPRT/NONC	
Energy Efficient Items		NONE		NONE		NONE	
Parking On/Off Site		2 OPEN		1 GARAGE/2 OPEN		2 OPEN	
Porch/Patio/Deck		PORCHES		PORCHES		PORCHES	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -		<input type="checkbox"/> + <input checked="" type="checkbox"/> -		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	
Adjusted Sale Price of Comparables		Net Adj. 1.3% % Gross Adj. 3.9% %		Net Adj. -11.7% % Gross Adj. 14.2% %		Net Adj. 1.6% % Gross Adj. 11.4% %	
Adj. Price Per Unit (46 SP Comp / # of Comp Units)		\$ 305,400		\$ 309,200		\$ 304,425	
Adj. Price Per Room (46 SP Comp / # of Comp Rooms)		\$ 60,089		\$ 61,840		\$ 60,865	
Adj. Price Per Bldm. (46 SP Comp / # of Comp Buildings)		\$ 153,200		\$ 154,600		\$ 152,213	
Value Per Unit		\$ 305,000 X		2 Units - \$ 610,000		Value Per GBA \$ 354.00 X	
Value Per Rm.		\$ 60,500 X		10 Rooms - \$ 605,000		1,728 GBA - \$ 611,712	
Value Per Bldm.		\$ 152,500 X		4 Bldms. - \$ 610,000			
Summary of Sales Comparison Approach including reconciliation of the above indicators of value.		SEE ATTACHED ADDENDUM.					
Indicated Value by Sales Comparison Approach \$		610,000					
Total gross monthly rent \$		3,000 X gross rent multiplier (GRM)		204.00 = \$ 612,000 indicated value by the income Approach			
Comments on income approach including reconciliation of the GRM		THE GRM IS BASED UPON TOTAL TENANT OCCUPANCY OF THE SUBJECT. THE INDICATED GRM IS WITHIN THE RANGE OF MARKET DATA.					
Indicated Value by: Sales Comparison Analysis \$		610,000		Income Approach \$		612,000	
Cost Approach (if developed) \$		0					
SEE ATTACHED ADDENDUM.							
Pages 4-31 of this appraisal are available on the CPC webpage for this project, www.newtonma.gov/gov/planning/cpa/projects/cambria.asp#10-12							
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed.							
<input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require attention or repair: SEE ATTACHED ADDENDUM.							
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 610,000							
as of 10/14/2015, which is the date of inspection and the effective date of this appraisal.							

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.