

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input checked="" type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: June 29, 2022

Meeting Submitted For: July 6, 2022


Regular or Suspension Agenda: Regular

Submitted By: Michael Gormany, Acting Controller

Title of Legislation:

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES FOR THE PURPOSES OF (i) CLASSIFYING THE TOWERS AT TOWER LANE AS A PROPERTY USED FOR HOUSING SOLELY FOR LOW OR MODERATE INCOME PERSONS OR FAMILIES, (ii) PROVIDING AN ABATEMENT OF REAL ESTATE TAXES FOR THE TOWERS AT TOWER LANE AND (iii) AUTHORIZING THE MAYOR TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH THE OWNER OF THE TOWERS AT TOWER LANE IN ACCORDANCE WITH SECTION 8-215 OF THE CONNECTICUT GENERAL STATUTES AND SECTION 28-4 OF THE CODE OF GENERAL ORDINANCES

Comments: LEGISTAR FILE ID: : or-2022-0021

Coordinator's Signature: 

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call 946-7670 with any questions. Barbara Montalvo bmontalvo@newhavenct.gov



City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor

Michael Gormany, City Budget Director and Acting Controller

June 29, 2022

The Honorable Tyisha Walker-Myers
President of the New Haven Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Re: Tax Abatement Agreement for The Towers at Tower Lane

Dear President Walker-Myers:

I am writing to request that the Board of Alders approve a tax abatement agreement for The Towers at Tower Lane, located at 18 Tower Lane in New Haven (the "Towers"). As the Board of Alders is aware, the Towers has been providing elderly independent housing and assisted living services for very low income, low income and moderate income seniors from diverse communities in New Haven for over fifty years. Their unique model of making available low cost housing in their 328 apartments together with supportive services, cultural offerings, and healthy meals for the elderly has created is a valued and important resource in our City.

The Towers is a Section 8 project based community, and 74% of its apartments are subsidized by HUD, which controls the rents that can be charged for these units. However, The Towers' costs have skyrocketed in these times of inflation, the pandemic and supply chain problems, including significant increases in the costs of insurance, utilities, payroll, and operation expenses, which the rents have not kept up with. As a result, The Towers is operating at a deficit and anticipates a shortfall of \$300,000 next year which will necessitate layoffs of its staff and a consequent cutback of its services to its vulnerable population.

Accordingly, our office is requesting that the Board of Alders approve a tax abatement for The Towers that is in line with the tax abatements recently approved for other low and moderate income developments. The proposed tax abatement would fix the taxes for 39 years at \$350 per unit with an annual escalator based on the percentage increase in rents that HUD permits the owner to charge for the subsidized units each year. It should be noted that The Towers currently has two tax abatement agreements, one for its Tower East building which will expire in March 2023 and the other for its Tower One building, which has not provided any tax relief to The Towers for at least 9-10 years. because that tax abatement is dependent upon the State of Connecticut reimbursing the City for the abated taxes, and this State program has not been operative since at least 2012-2013. We are asking that these existing agreements be terminated.

Attached please find a proposed Ordinance as required by Connecticut General Statutes, Section 8-215, a proposed Tax Abatement Agreement and an Application for a Tax Abatement submitted by The Towers.



City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor

Michael Gormany, City Budget Director and Acting Controller

Please let us know if you need any additional information. We are looking forward to presenting this application to the Board's Tax Abatement Committee and appreciate the Board's consideration of this request.

Respectfully submitted,

Michael Gormany,
Acting Controller

Attachment

cc: Patricia K. Solomon, Contract Compliance

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES FOR THE PURPOSES OF (i) CLASSIFYING THE TOWERS AT TOWER LANE AS A PROPERTY USED FOR HOUSING SOLELY FOR LOW OR MODERATE INCOME PERSONS OR FAMILIES, (ii) PROVIDING AN ABATEMENT OF REAL ESTATE TAXES FOR THE TOWERS AT TOWER LANE AND (iii) AUTHORIZING THE MAYOR TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH THE OWNER OF THE TOWERS AT TOWER LANE IN ACCORDANCE WITH SECTION 8-215 OF THE CONNECTICUT GENERAL STATUTES AND SECTION 28-4 OF THE CODE OF GENERAL ORDINANCES

WHEREAS, The Towers at Tower Lane ("The Towers") is an elderly independent and assisted living complex located at 18 Tower Lane, New Haven, Connecticut (the "Property"), which has provided housing and extensive supportive services for very low income, low income and moderate income senior citizens for over fifty (50) years; and

WHEREAS, the Towers consist of two connected buildings known as Tower One and Tower East which collectively contain 328 apartments; and

WHEREAS, seventy-five percent (75%) of the units in the Tower One building are subsidized by the United States Department of Housing and Urban Development ("HUD") under its Project Based Section 8 program, and 100 percent (100%) of the units in the Tower East building are subsidized under HUD's Project Based Section 8 program; and

WHEREAS, prior to 2017, the Tower One building and the Tower East building had separate owners, with The New Haven Jewish Community Council Housing Corporation being the owner of the Tower One building and The New Haven Jewish Federation Housing Corporation being the owner of the Tower East building; and

WHEREAS, in 2017, The New Haven Jewish Community Council Housing Corporation and The New Haven Jewish Federation Housing Corporation merged, with The New Haven Jewish Community Council Housing Corporation becoming the successor corporation (the "Owner"); and

WHEREAS, The New Haven Jewish Community Council Housing Corporation and the City previously had entered into a Tax Abatement Agreement with respect to the Tower One building on March 13, 1969, as amended, which expired on May 13, 2008, and which provided for the abatement of real property taxes due for the Tower One building subject to partial reimbursement from the State of Connecticut; and

WHEREAS, in 2010, the Board of Aldermen of the City of New Haven approved an Ordinance, in accordance with Section 8-215 of the Connecticut General Statutes, which classified the Tower One property as property used for housing solely for low or moderate-income persons or families; and

WHEREAS, in 2010, the Board of Aldermen of the City of New Haven approved an Ordinance in accordance with Section 8-215 of the Connecticut General Statutes, which authorized provided for the abatement of real property taxes due for the Tower One property (the “2010 Tower One Tax Abatement Ordinance”); and

WHEREAS, The New Haven Jewish Community Council Housing Corporation and the City subsequently entered into a tax abatement agreement which will expire on June 30, 2049 and which provided for the abatement of real property taxes due for the Tower One property subject to partial reimbursement from the State of Connecticut and which further provided that the Owner would make a Payment in Lieu of Taxes ("PILOT") to the City of New Haven in the amount of the real property taxes due to the City except for the amount of reimbursement received from the State of Connecticut for the taxes (the “Tower One Tax Abatement Agreement”); and

WHEREAS, since approximately 2012-2013, the City has not received any reimbursement from the State of Connecticut for taxes abated with respect to the Tower One property, and, therefore, the New Haven Jewish Community Council Housing Corporation has been making PILOT payments in the full amount of the real property taxes levied against the Tower One property for the last nine to ten years; and

WHEREAS, on December 31, 1980, the City and the New Haven Jewish Federation Housing Corporation entered into a Tax Abatement Agreement for the Tower East property abating the taxes for such property in an amount that represents the difference between the full amount of taxes which would be due to the City for such property in the absence of a tax abatement and six percent (6%) of the gross rent generated by the Tower East building (the “Tower East Tax Abatement Agreement”); and

WHEREAS, the Tower East Tax Abatement Agreement will expire on March 24, 2023; and

WHEREAS, the Tower East building together with the Tower One building (the latter of which was previously classified as property used for housing solely for low or moderate income persons or families) is property used for housing solely for low or moderate-income persons or families and should be classified as such, which classification is a prerequisite to the City granting a tax abatement for The Towers as a whole; and

WHEREAS, due to increased costs for operations of The Towers coupled with HUD restrictions on the amount of rents that The Towers may collect with respect to the subsidized units, a new and single tax abatement agreement is needed for The Towers, (which operates as one elderly housing development) in order to avoid layoffs of workers and the consequent diminution of services to The Towers' elderly population; and

WHEREAS, the proposed Tax Abatement Agreement between the City and the Owner of the Property, attached hereto, provides that for the January 2023 installment of taxes and for the subsequent 39 tax years, pursuant to Section 28-4 of the Code of Ordinances of the City and Connecticut General Statutes, Section 8-215, the taxes for The Towers property shall be abated such that the taxes owed for The Towers shall be \$350 per rental unit with an annual escalator based upon HUD's allowable annual percentage increase in the rents for the subsidized units ("The Towers at Tower Lane Tax Abatement Agreement") and further that upon execution of the Tax Abatement Agreement by the City and the Owner, the Tower One Tax Abatement Agreement and the Tower East Tax Abatement Agreement shall terminate.

NOW, THEREFORE, BE IT ORDAINED that The Towers at Tower Lane owned and operated by the New Haven Jewish Community Council Housing Corporation, a nonprofit corporation located at 18 Tower Lane in New Haven, is hereby classified as a whole as being used for housing solely for low or moderate income persons or families in accordance with Section 8-215 of the Connecticut General Statutes.

BE IT FURTHER ORDAINED that property taxes due the City of New Haven on the property known as The Towers at Tower Lane owned and operated by The New Haven Jewish Community Council Housing Corporation, a nonprofit corporation, shall be abated in the amount of \$350 per

rental unit with an annual escalator based upon HUD's allowable annual percentage increase in the rents for the subsidized units for a period of 39 years in accordance with The Towers at Tower Lane Tax Abatement Agreement or an agreement in a form substantially similar thereto pursuant to Section 8-215 of the Connecticut General Statutes and Section 28-4 of the City of New Haven Code of General Ordinances.

BE IT FURTHER ORDAINED that the Tower One Tax Abatement Agreement and the Tower East Tax Abatement Agreement shall be terminated upon execution of The Towers at Tower Lane Tax Abatement Agreement or an agreement in a form substantially similar thereto by the City and The New Haven Jewish Community Council Housing Corporation,

BE IT FURTHER ORDAINED, that the Mayor be authorized, on behalf of the City, to enter into the Towers at Tower Lane Tax Abatement Agreement or an agreement in a form substantially similar thereto with The New Haven Jewish Community Council Housing Corporation.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "**Agreement**"), is entered into as of this day of _____, 2022, by and between the **CITY OF NEW HAVEN, CONNECTICUT**, organized and existing by virtue of an act of the General Assembly of the State of Connecticut, with offices at. 165 Church Street, New Haven, Connecticut (the "**City**") and **THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION** (the "**Owner**"), a nonprofit corporation organized and existing under the laws of the State of Connecticut and having a principal place of business at 18 Tower Lane, New Haven, Connecticut. The City and the Owner are referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

WITNESSETH:

WHEREAS, The Towers at Tower Lane ("**The Towers**") is an elderly independent and assisted living development located at 18 Tower Lane, New Haven, Connecticut (the "**Property**") which has provided housing and extensive supportive services for very low income, low income and moderate income senior citizens for over fifty (50) years; and

WHEREAS, the Towers consist of two connected buildings known as Tower One and Tower East which collectively contain 328 apartments; and

WHEREAS, seventy-five percent (75%) of the units in the Tower One building are subsidized by the United States Department of Housing and Urban Development ("**HUD**") under its Project Based Section 8 program, and 100 percent (100%) of the units in the Tower East building are subsidized under HUD's Project Based Section 8 program; and

WHEREAS, prior to 2017, Tower One and Tower East had separate owners, with the Owner being the owner of Tower One and The New Haven Jewish Federation Housing Corporation being the owner of Tower East; and

WHEREAS, in 2017, the Owner and The New Haven Jewish Federation Housing Corporation merged with the Owner becoming the successor corporation; and

WHEREAS, the Owner and the City previously had entered into a Tax Abatement Agreement with respect to the Tower One building on March 13, 1969, as amended which expired on May 13, 2008, and which provided for the abatement of real property taxes due from the Owner to the City with respect to the Tower One building subject to partial reimbursement from the State of Connecticut; and

WHEREAS, in 2010, the Board of Aldermen of the City of New Haven approved an Ordinance, in accordance with Section 8-215 of the Connecticut General Statutes, which provided for the classification of the property on which The Tower One building is situated as property used for housing solely for low or moderate-income persons (the "**2010 Classification Ordinance**") ; and

WHEREAS, in 2010, in accordance with an ordinance approved by the Board of Aldermen, the parties entered into a tax abatement agreement, which will expire on June 30, 2049 and which provides for the abatement of real property taxes due from the Owner to the City on the Tower One property and that the Owner will make a Payment in Lieu of Taxes ("**PILOT**") to the City in the amount of the real property taxes due to the City except for the amount of reimbursement received by the City from the State of Connecticut (the "**Tower One Tax Abatement Agreement**"); and

WHEREAS, since 2012-2013, the City has not received any reimbursement from the State of Connecticut, and, therefore, for at least the past nine years the Owner has been making PILOT payments in the full amount of the real property taxes that would be due for the Tower One property in the absence of a tax abatement agreement; and

WHEREAS, on December 31, 1980, the City and the New Haven Jewish Federation Housing Corporation entered into a Tax Abatement Agreement for the Tower East property abating the taxes for the Tower East property in an amount that represents the difference between the full amount of taxes that would be due to the City for such property in the absence of a tax abatement and six percent (6%) of the gross rent generated by the Tower East building (the "**Tower East Tax Abatement Agreement**"); and

WHEREAS, the Tower East Tax Abatement Agreement will expire on March 24, 2023; and

WHEREAS, on _____, the Board of Alders amended the 2010 Classification Ordinance to classify all of The Towers (including the Tower One building and the Tower East building) as a property used for housing solely for low or moderate-income persons or families; and

WHEREAS, on _____, pursuant to Section 28-4 of the Code of Ordinances of the City and Connecticut General Statutes, Section 8-215, the Board of Alders approved this Agreement and amended the 2010 Tower One Abatement Ordinance to terminate the Tower One Tax Abatement Agreement upon execution of this Agreement and terminated the Tower East Tax Abatement Agreement upon execution of this Agreement; and

WHEREAS, the Owner and the City wish to enter into this Agreement for the abatement of taxes for the Property, as provided herein; and

NOW THEREFORE, in consideration of the mutual promises, assurances and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and admitted to, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Abatement.

(a) For purposes of this Agreement, the July and subsequent January installments of real property tax during the term of this Agreement shall be defined as a "Tax Year".

(b) Commencing with the January 2023 installment and continuing for thirty-nine (39) Tax Years subsequent to that date and up to and including the January 2063 installment (the "**Tax Agreement Period**"), the real property taxes for the Property shall abate such that the annual sum payable for each Tax Year shall be determined by multiplying the number of rental units at The Towers by the sum of \$350.00 (the "**Base Rate**").

(c) Notwithstanding the provisions of Section 1(b) above, it is agreed and understood that the Base Rate shall be increased each Tax Year, commencing with the July 2024 Tax Year, by the automatic Operating Cost Adjustment Factor rent increase authorized by HUD for the subsidized units at The Towers as of September 1st of the previous Tax Year.

(d) It is hereby agreed, stipulated and understood that at the expiration of the Tax Agreement Period, the full amount of all City real property taxes then assessed with respect to the Property shall be payable in full by the then owner of the Property.

(e) Notwithstanding the provisions of this Section 1, the Owner and any successor in interest to the Owner shall have the right to appeal any assessment of the Property available under Title 12 of the Connecticut General Statutes.

(f) The Owner shall provide the City's Tax Collector with information required by the Tax Collector to calculate the tax abatements provided under this Agreement.

(g) The Owner shall pay the abated taxes for the Property owed pursuant to this Agreement when and as due. In the event that the Owner fails to pay timely any amounts set forth in Subsections 1(b) and (c) above of this Agreement, the delinquent amounts shall be subject to the provisions of the Connecticut General Statutes pertaining to interest on delinquent tax payments, and the City shall have all rights and remedies provided under the Connecticut General Statutes with respect to such delinquency.

Section 2. Use of Abated Taxes

All funds accruing or expenditures saved from the tax abatement provided by this Agreement shall, be used for one or more of the following purposes:

(a) To reduce rents below the levels which would be achieved in the absence of such abatement;

(b) To provide necessary related facilities or services;

(c) To effect occupancy by persons and families of varying income levels, within prescribed limits; or

(d) To improve housing quality and design.

Section 3. Inspection, Audit and Access to Records.

(a) The Owner shall maintain records which fully disclose the disposition by the Owner of the tax abatement benefits used by the Owner for the purposes proposed in accordance with Section 2.

(b) To ascertain that the tax abatement benefits granted hereunder are being properly utilized in accordance with this Agreement, the City, by its duly designated agents, shall have full and free access to all books, accounts, documents, papers and records of the Owner setting forth the disposition of the tax abatement benefits pursuant to this Agreement (the "**Abatement Records**"), and shall have the right to audit and make copies of and excerpts from the same.

(c) The Abatement Records shall not be considered public records subject to disclosure pursuant to Section 1-200 et seq. of the Connecticut General Statutes, but shall be made available, at reasonable times and upon written request, to the duly authorized representatives of the State and the City.

Section 4. Reporting Requirements

The Owner shall submit to the City by October 1st of each year documentation demonstrating that each resident of the Property is a low or moderate-income person or family including actual rent rolls by individual housing unit.

Section 5. Grounds for Termination, Suspension or Reduction of Abatement.

This Agreement may, at the option of the City, be terminated, suspended or modified, and the abatement granted hereunder terminated, suspended or reduced:

(a) If at any time the dwelling units upon which taxes have been abated pursuant to this Agreement are not occupied solely by low and moderate-income persons and families;

(b) If the tax abatement benefits are not being used by the Owner for the purposes proposed in accordance with Section 2; or

(c) In the event of any other breach or default, by the Owner of any of the terms and conditions of this Agreement.

Section 6. Termination; Procedure.

(a) If the City exercises its option to terminate or suspend this Agreement for the reasons set forth in Section 5, the City shall first send to the Owner a written notice of breach or default, setting forth the particulars and demanding that the conditions or actions complained of shall be corrected within a prescribed period of not less than one hundred and twenty (120) days from receipt of the notice. The Owner shall within such prescribed period, cure the default, or if correction within such time is not reasonably possible, cure the default within such additional time as may be reasonably necessary, so long as the Owner is diligently pursuing such cure. In the event that the conditions or actions complained of are not corrected to the reasonable satisfaction of the City within the prescribed period, the City may suspend or terminate this Agreement by sending the Owner a written notice of suspension or termination, naming the effective date of such suspension or termination, which date shall be not less than ten days from receipt by the Owner of the said notice.

Section 7. Remedies not Exclusive

(a) The City, may, whether or not it exercises its option to terminate or suspend in accordance with Section 6, in addition or in lieu thereof, institute any actions and proceedings at law or in equity, to compel specific performance, injunctive relief, restitution, and/or the payment of all damages, expenses and costs.

(b) In the event that the City breaches any of its obligations under this Agreement, the Owner shall retain all remedies against the City which may be available at law or equity for breach of contract, including specific performance and injunctive relief.

(c) The rights and remedies of the parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise at the same or different times of any other such right or remedies.

Section 8. Non-Waiver of Remedies.

The failure or omission of a Party to terminate this Agreement or to invoke any rights or remedies to which it may be entitled under this Agreement or otherwise for the causes hereinabove set forth, or for any other cause or reason, shall not be deemed or construed to be a waiver of, and shall not destroy or affect, the right of such Party to terminate this Agreement or to invoke such rights or remedies of any future time for the same, similar or other causes or reasons.

Section 9. Severability.

If any provision of this Agreement is held illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable law. Furthermore, in lieu of such illegal, invalid or unenforceable provision, the City and the Owner will take reasonable efforts in an attempt to

agree to valid replacement provisions similar in nature to the illegal, invalid or unenforceable provision.

Section 10. Amendments.

This Agreement constitutes the entire contract between the Parties. No changes in this Agreement shall be made except by a writing attached to this Agreement and signed by a duly authorized officer of the Owner and by the duly authorized officer of the City.

Section 11. Approvals and Notices.

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Owner, as the case may be, and sent by (i) registered or certified mail, postage prepaid, (ii) overnight carrier, (iii) email, or (iv) personal delivery to:

For the Owner:

Gustave Keach-Longo

President/CEO

The New Haven Jewish Community Council Housing Corporation

18 Tower Lane

New Haven, Connecticut 06519

Gus@towerlane.org

- and -

Carolyn W. Kone

Brenner, Saltzman & Wallman LLP

271 Whitney Avenue

New Haven, CT 06511

ckone@bswlaw.com

For the City:

Michael Gormany

Acting Controller

City of New Haven

200 Orange Street

New Haven, Connecticut 06510

Mgormany@newhavenct.gov

- and -

Maurine Villani

Tax Collector

165 Church Street

New Haven, CT 06510

mvillani@newhavenct.gov

- and -

Patricia Solomon
Contract Compliance –Finance
200 Orange Street
New Haven, CT 06510
PSolomon@newhavenct.gov

- and -

Michael J. Pinto
Assistant Corporation Counsel
Office of the Corporation Counsel
City of New Haven
165 Church Street, 4th floor
New Haven, CT 06510
mpinto@newhavenct.gov

The Owner and the City shall promptly notify each other of any changes of their respective persons to whom notice shall be given and/or addresses set forth above.

Section 12. Matters to Be Disregarded.

The titles of the several sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 13. Non-Discrimination.

In the selection of tenants and in the performance of this Agreement, the Owner shall not discriminate nor permit discrimination against any person or group of persons in any manner prohibited by the laws of the State of Connecticut or of the United States.

Section 14. No Waiver.

Nothing in this Agreement shall be construed as constituting any waiver by the Owner of Owner's right to contest any assessment of the Property in accordance with the procedures applicable to all taxpayers for contesting an assessment.

Section 15. Termination of Tax Abatement Agreements.

The parties hereby acknowledge and agree that upon execution of this Agreement by the Parties, the Tower One Tax Abatement Agreement and the Tower East Tax Abatement Agreement shall terminate and be of no force and effect.

Section 16. Successors and Assigns.

This Agreement shall run with the land and inure to the benefit of and be binding upon the City and the Owner and their respective successors and assigns.

STATE OF CONNECTICUT)

) SS: New Haven

_____, 2022

COUNTY OF NEW HAVEN)

Personally appeared, Gustave Keach-Longo, President and Chief Executive Officer of The New Haven Jewish Community Council Housing Corporation and signer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said nonprofit corporation, before me.

Commissioner of the Superior Court

Notary Public

My Commission Expires:

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alder):

Carmen Rodriguez
Alder, 6th Ward

DATE: June 29, 2022

FROM: Department
Person

Finance
Michael Gormany

Telephone (203)
946-6413

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders.

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES FOR THE PURPOSES OF (i) CLASSIFYING THE TOWERS AT TOWER LANE AS A PROPERTY USED FOR HOUSING SOLELY FOR LOW OR MODERATE INCOME PERSONS OR FAMILIES, (ii) PROVIDING AN ABATEMENT OF REAL ESTATE TAXES FOR THE TOWERS AT TOWER LANE AND (iii) AUTHORIZING THE MAYOR TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH THE OWNER OF THE TOWERS AT TOWER LANE IN ACCORDANCE WITH SECTION 8-215 OF THE CONNECTICUT GENERAL STATUTES AND SECTION 28-4 OF THE CODE OF GENERAL ORDINANCES – LEGISTAR FILE ID: OR-2022-0021

Check one if this an appointment to a commission

☐

Democrat

☐

Republican

☐

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

**FISCAL IMPACT STATEMENT
TO BE FILED WITH SUBMISSION OF ITEM TO BOARD OF ALDERMEN**

DATE: June 29, 2022

FROM: Michael Gormany, Acting Controller

SUBMISSION ITEM:

ORDINANCE AMENDING THE NEW HAVEN CODE OF ORDINANCES FOR THE PURPOSES OF (i) CLASSIFYING THE TOWERS AT TOWER LANE AS A PROPERTY USED FOR HOUSING SOLELY FOR LOW OR MODERATE INCOME PERSONS OR FAMILIES, (ii) PROVIDING AN ABATEMENT OF REAL ESTATE TAXES FOR THE TOWERS AT TOWER LANE AND (iii) AUTHORIZING THE MAYOR TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH THE OWNER OF THE TOWERS AT TOWER LANE IN ACCORDANCE WITH SECTION 8-215 OF THE CONNECTICUT GENERAL STATUTES AND SECTION 28-4 OF THE CODE OF GENERAL ORDINANCES

AUTHORIZING THE MAYOR TO: Enter into Tax Abatement Agreement for the Towers at Tower Lane

I. List Cost: (Describe in as much detail as possible: both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.)

	<u>General</u>	<u>Special</u>	<u>Capital/Bond</u>	<u>Line Item</u> <u>Dept/Act/Obj. Code</u>
A. Personnel				
1. Initial start-up				
2. One-time				
3. Annual				
B. Non-Personnel				
1. Initial start-up				
2. One-time				
3. Annual				

II. List Revenues: Will this item result in any revenues for the City? Please list amount and type.

Yes.
Taxes of 114,800 (\$350 x 328 units) plus yearly increases based upon the HUD yearly allowable percentage increase in rents for Section 8 Project Based housing developments for 39 years.

Other Comments: LEGISTAR FILE ID OR-2022-0021

APPLICATION FOR TAX ABATEMENT FOR THE TOWERS AT TOWER LANE





CITY OF NEW HAVEN APPLICATION FOR TAX ABATMENT FOR LOW INCOME, MULTI-FAMILY RESIDENTIAL DEVELOPMENTS

I. APPLICANT INFORMATION

- A. APPLICATION DATE: June 29, 2022
- B. APPLICANT NAME: The New Haven Jewish Community Council Housing Corporation
- C. IF DIFFERENT, OWNER'S NAME: _____
- D. PROJECT NAME: The Towers at Tower Lane
- E. PROJECT ADDRESS(S): 18 Tower Lane, New Haven, CT 06519
- F. KEY CONTACT INFORMATION:
- Name: Gustave Keach-Longo
- Title: President/CEO _____
- Address: 18 Tower Lane, New Haven, CT 06519
- Phone Number: 203-772-1816
- Email: gus@towerlane.org

II. APPLICATION SUMMARY

- A. Project Type:
- Renovation of Existing Structure
 - New Construction
 - Conversion of existing commercial, industrial or mixed income property
 - Existing multi-family dwelling(s) – Elderly Housing/Assisted Living
- B. Total Number of Units: 328 Total Number of Buildings: 2 (connected) (Tower One and Tower East)

- C. Total Number of Affordable Units: 243 units - All units are moderate or low-income. 243 units receive Section 8 subsidies from HUD including Affordable Assisted Living units
- D. Percentage of Affordable Units: 74% (subsidized)
- E. Will Affordable Units be subsidized with federal or state or local rent subsidies, i.e. Project Based Section 8, RAP, etc.? ☒ Yes ☐ No
If yes, provided documentation in Exhibit 12.
- F. Description of the Property for which the tax exemption is sought, identified by metes and bounds, tax map block and lots and corresponding street address, including a surveyor plotting from the tax map; See Tab II F
- G. A copy of the deed or lease as applicable. If the Property is not owned or leased at the time of application, the applicant shall provide a copy of the contract to purchase or the proposed form of lease; See Tab II G

III. PROJECT SUMMARY

Introduction

The Towers at Tower Lane ("The Towers" or the "Applicant") is a unique 51-year-old independent living and assisted living community with 328 apartments serving low-income, very low-income and moderate income elderly residents. The Towers is a HUD Section 8 Project Based community that provides extensive arts, cultural and physical programming well as supportive services for its 330 residents. The Towers also provides two healthy meals each day for most of its residents. The majority of residents living at The Towers are from black, Latinex and Jewish communities. Due to increased insurance costs stemming from the pandemic and rising utility costs as well as increases in the tax assessments of its property, The Towers is currently operating at a loss and anticipates that during its next fiscal year beginning in July 2022, it will have an operating deficit of over \$300,00. This deficit will necessitate a layoff of staff and a consequent reduction in services to residents. In this application, The Towers is seeking a tax abatement to reduce its yearly taxes to \$350 unit with a yearly escalator commensurate with the percentage increases in rent permitted by the Department of Housing and Urban Development ("HUD") for the subsidized units (74% of the apartments). Without this relief, The Towers will be unable to provide the valuable and comprehensive services that it currently offers to its elderly residents which permit them to live independently in the New Haven community.

History of the Towers

The Towers consist of two connected buildings – Tower One and Tower East located in the Hill section of New Haven. Tower One, which was constructed with a loan from HUD under Section 202b of the Housing Act of 1959 ("Section 202"), was designed by

Charles Moore and opened in 1971. Tower One has 178 units of which 93 are Section 8 units. Of the subsidized units, 51 apartments are assisted living units. Six of these units are set aside for individuals with mobility impairments. The rents for the Section 8 apartments are established by HUD. The nonsubsidized units are leased at the same rents as the Section 8 units and are well below market rates for apartments in New Haven. Seniors who live in the nonsubsidized units are able to continue to occupy these units after their assets are spent and they become eligible for Section 8 assistance. The New Haven Jewish Community Council Housing Corporation is the owner of Tower One.

Tower East opened in 1982 and was also constructed with a HUD loan under Section 202. Tower East has 150 units, consisting of one and two-bedroom apartments, and all of these units are subsidized under Section 8. Before 2017, Tower East was owned by The New Haven Jewish Federation Housing Corporation. In 2017, The New Haven Jewish Federation Housing Corporation merged with The New Haven Jewish Community Council Housing Corporation with The New Haven Jewish Community Council Housing Corporation becoming the successor corporation.

Portraits of The Towers' Residents

The majority of those who live in the Towers are low-income or very low-income individuals, many of whom have outlived their savings. The average annual income of the residents (including residents who live in the nonsubsidized units) ranges between \$15,000-\$20,000. Seventy-three percent (73%) of the residents receive rental assistance from Section 8.

Residents of The Towers include, as stated above, members of minority groups, as well as Holocaust survivors and Veterans. The average age at The Towers is 83, and seventy percent (70%) of The Towers' residents require assistance with their activities of daily living to remain in the community and to avoid placement in long term care settings. The Towers provides two meals each day to its residents who subscribe to the meal plan, and meals are subsidized for approximately 100 residents who cannot afford the meal plan through the Towers' Meal Sustainability through Co-Generation Program. This Program provides meal subsidies from savings that The Towers has been able to realize from its acquisition of a generator that provides 40% of its electricity needs.

The Towers' Services to Its Residents

The Towers' unique model helps its seniors age in place with the needed supports to assist them to stay in the community and independent. The Towers has developed a unique Proactive Partner Model that is designed to meet the particular needs of each unique individual regardless of ability to pay. Cognitive, physiological, social, and emotional assessments are paired with evidence-based programs. The Model is designed to deliver measurable outcomes, foster greater social connections, promote better physical health, and increase engagement in The Towers' community. The

Towers includes the residents' family members as much as possible in its programs, which allows for open communication and a more profound impact on residents' lives.

The Towers' staff, along with its partners, also sponsor healthy, safe and stimulating programs, volunteer activities and social services. The Towers provides physical, social, intellectual and spiritual programming (art, yoga, music, horticulture, writing, book clubs, exercise) as well as trips to stores, restaurants, musical performances, theater, cultural events, and community activities. Attached behind Tab III is a sample schedule of activities for the month of June 2022.

The Towers also delivers a wide variety of services in-house such as television, WiFi, telephone, housecleaning, laundry, and emergency pendants at better pricing than the market. This enables residents to have a higher quality of life and affords the basic necessities that help residents stay connected and healthy. The Towers also provides on-site assisted living services and physician visits.

The Towers As Local Employer

The Towers has provided hundreds of jobs to local residents. Approximately 31% of the staff who manage the buildings, front desk operations and the kitchen, as well as the private duty aides come from the local area.

The Towers' Financial Situation

The rents for the subsidized units (74% of the units) as stated above are set by HUD and cannot be increased by the Towers. (See rent roll behind Tab IIID). Commencing on September 1, 2021, for the ensuing 12-month period, HUD has permitted The Towers to increase its rents by only 2.2%. These increases are not adequate to offset the significant increases in costs to The Towers as a result of the pandemic, inflation and supply chain issues. (See Budget behind Tab IIID). For example, for the next fiscal year, natural gas expenditures are anticipated to increase by 100%, property insurance has increased by \$47,000, payroll and benefits are projected to increase by 5%, advertising expenses are slated to grow by \$50,000, operation and maintenance expenses are anticipated to increase by 3%, and real property taxes will increase by approximately \$33,000 (See Tab IIID.) As a result of these anticipated increases in expenses, The Towers is currently running at a deficit of \$10,000, and for fiscal year 2022-2023, it is anticipated that the deficit will be approximately \$300,000. (Tab IIID). A tax abatement is required in order for the Towers to continue to deliver the comprehensive extensive services described above to its elderly residents.

Tax Abatement Agreements for the Towers

Tower One

On March 13, 1969, the City entered into a 40-year Tax Abatement Agreement for Tower One which expired on May 13, 2008 to abate the real and personal property taxes levied against Tower One. The agreement provided that the City would abate the real property taxes assessed against the Tower One property only if the State of Connecticut reimbursed the City for the abated taxes.

In 2010, after the initial Tax Abatement Agreement expired, the Board of Aldermen adopted an ordinance classifying Tower One as housing used solely for low or moderate-income persons or families in accordance with Conn. Gen. Stat. § 8-215. Additionally, the Board of Aldermen authorized the City to enter into a 39 year Tax Abatement Agreement, expiring on June 30, 2049 which provided for PILOT payments to be made by Tower One to the City in the amount of taxes that would have been due before the tax abatement less the amount of the state reimbursement received by the City for the abated taxes. The Tax Abatement Agreement stated that effective July 1, 2009, and all subsequent tax years, the City would not abate taxes for any period during which it was not reimbursed by the State of Connecticut for the abated taxes. Since approximately 2012-2013, the City has not been reimbursed by the State for any taxes assessed against Tower One, and there is no indication that the City will be reimbursed for taxes abated for Tower One for the remainder of the term of the 2010 Tax Abatement Agreement. Accordingly, Tower One has had no tax abatements for approximately 9-10 years and has paid the full amount of the taxes levied against the property. In this application, the Applicant is requesting that the 2010 Tax Abatement Agreement be terminated and that a new Tax Abatement Agreement, as described below, be adopted.

Tower East

On December 31, 1980, the City and The New Haven Jewish Federation Housing Corporation entered into a tax abatement agreement. Under this agreement that will expire on March 24, 2023, the taxes are abated except for 6% percent of the gross rental income from the Tower East building. The Applicant is also requesting that this Agreement be terminated prior to its expiration date and that a new Tax Abatement Agreement which will cover both the Tower One and the Tower East buildings be authorized by the Board of Alders.

Proposed Tax Abatement Agreement

The Applicant is requesting that the Board of Alders authorize the City to enter into a new Tax Abatement Agreement, which is attached to the proposed Ordinance that is being submitted with this application. The new Tax Abatement Agreement would cover both Tower One and Tower East, since both buildings are now owned by the same owner and function as one elderly housing development. As stated above, a new Tax Abatement Agreement is required because there is in effect no Tax Abatement

Agreement that provides any tax relief for Tower One, and the Tower East Tax Abatement Agreement will be expiring shortly.

The Applicant is proposing that the term of the new Tax Abatement Agreement commence when the January 2023 tax installment is due and continue thereafter for 39 years as authorized by Code of General Ordinances, Section 28-4(b). The Applicant is requesting that the taxes for the property be abated so that the annual taxes owed for the property will be determined by multiplying the sum of \$350 times the number of rental units in The Towers (combined Tower One and Tower East), which sum will be increased annually by the percentage by which HUD permits the Applicant to increase the rents for the subsidized units. This abatement is consistent with other the tax abatements approved by the Board of Alders for low and moderate-income housing (See chart attached behind Tab III). The Applicant requests that this tax abatement be granted so that layoffs can be averted, and The Towers can continue to provide high quality supportive housing and services for low and moderate income elderly residents in New Haven.

A. Proposed term or duration of the tax exemption is (per Sec. II: Tax Abatement Agreements, Para. 3).

39 years

B. A detailed description of the improvements to be made to the Property, including approved site plans and, if appropriate, architectural drawings;

Not applicable

C. Estimate of the total cost of the project, including an estimate of construction costs, certified by a qualified architect, engineer, general contractor, or 3rd party construction estimator; Not applicable

D. Fiscal plan outlining the schedule of annual gross revenue or gross shelter rents, the estimated expenditures for operation and maintenance, interest, amortization of debt and all reserves.

See The Towers Rent Summary, The Towers Cash Flow Summary and Rent Roll Details behind Tab III D

E. A construction schedule indicating a certain commencement date which must occur no later than one (1) years from the date of the application.

Not applicable

F. Copies of all government approvals such as zoning, city plan, etc. granting the Project final site plan approval;

See Certificates of Occupancy, City Plan Commission Reports Nos. 847/4, 1321-05, 1429-02, 1584-01 behind Tab IIIF.

- G. Disclosure statements as to all parties, including principals, partners, parent and subsidiary companies, having any interest in the Property or the Project or any other Financial Agreements then in force and effect in which any of such parties have any interest;

See Tab III G

- H. If new construction, conversion or significant renovation project, the Developer's good faith estimate of the number and type of temporary jobs to be created by the Project during construction and the number and type of permanent jobs to be created by the Project within one year after construction is completed.

Not Applicable

- I. The Applicant for new construction, conversion or significant renovations projects shall also set forth the proposed Project Employment Plan of the Developer and a certification by the Developer that such plan complies with the City's employment policies;

Not Applicable

- J. Certification by the Developer that he/she confirms the accuracy of all information contained in the application and that the information is true and correct to the best of the Developer's knowledge. The certification shall contain the original signature of the Developer notarized or witnessed. In the case of a corporation, the Developer shall submit a notarized corporate resolution, with the seal of the corporation and the signature of the Secretary of the corporation, authorizing the signatory to bind the corporation or similar bona fide evidence of authorization. In the case of a partnership the Developer shall submit a copy of the partnership agreement, certified to be a full force and effect, authorizing the signatory to bind the partnership. In the case of a limited liability corporation or any other lawful business organization, the Developer shall submit other similar bona fide evidence of the signatory's authority; and

See Certificate and Resolution behind Tab III J

- K. Payment in full of the applicable application fee payable to the Controller. This fee is found in the New Haven Code of General Ordinances, Article XX: Section 17-201: Permit Licenses and User Fees.

There is no fee for this application in Section 17-201

IV. REQUIRED DOCUMENTATION

- A. Unless otherwise provided by the Applicant in response to previous requests for information in the application, the Applicant shall provide the City with the following information as part of request for a Tax Abatement. Additional information may be requested as deemed necessary by the Board of Alderman or the City for part of their review of the applicants request for tax abatement.

- ☒ 9 copies of application and all required documentation with tabs labeled with appropriate Exhibit identified.

- ☒ Exhibit 1: Project Summary Response.

See Project Summary in Section III, above

- ☒ Exhibit 2: Organizational Documents including Certificate of Incorporation, Articles of Incorporation, etc.

See Amended and Restated Certificate of Incorporation of The New Haven Jewish Community Council Housing Corporation behind Exhibit IV 2

- ☒ Exhibit 3: Certificate of Good Standing.

See Exhibit IV3 for a copy of the Certificate of Good Standing

- ☒ Exhibit 4: Evidence of site control by the applicant (Deed, Option/Purchase Sale Agreement)

See Tab II G for copies of the deeds

- ☒ Exhibit 5: Copy of recorded Affordable or Restrictive Covenants, if applicable.

See Exhibit IV 5 for the affordable and restrictive covenants listed below:

U.S. Department of Housing and Urban Development Regularly Agreement dated August 1, 2017 for multi-family projects recorded in Volume 9615 at Page 52 of the New Haven Land Records;

Use Agreement dated August 1, 2017 by and between The New Haven Jewish Community Council Housing Corporation and the Secretary of Housing and Urban Development recorded in Volume 9614 at page 322 of the New Haven Land Records;

Project Based Section 8 Housing Assistance Payments Basic Renewal Contract multi years Term for Tower One;

Project Based Section 8 Housing Assistance Payments Renewal Contract for mark-up-to-market Project for Tower East

- ☒ Exhibit 6: Evidence that Property and all real estate owned by principal(s) are current on New Haven taxes.

See Exhibit IV 6.

- ☐ Exhibit 7 Development budget for new construction, conversion and significant renovations projects to include all sources, method and amount of money to be subscribed through public or private capital, to fund the construction of the Project, including the amount of stock or other securities to be issued therefore, or the extent of capital invested and the proprietary or

ownership interest obtained in consideration therefore. Documentation of all commitment letters is required.

Not applicable

- ☐ Exhibit 8: Three (3) year proforma assumptions for the development.

Not applicable

- ☐ Exhibit 9: If the applicant is requesting an abatement for a scattered site multifamily rental, than the Applicant must provide proforma, budget and tax information for each property that is requesting an abatement form and provide the Board of Alders and the City with a consolidated set of budget, proforma and financial information for the properties for which the abatements are being requested.

Not applicable

- ☒ Exhibit 10: Corporate resolution authorizing the Development to enter into a tax abatement agreement with the City of New Haven.

See Tab III J for the corporate resolution of the Applicant

- ☒ Exhibit 11: Attach, any and all, letters of support.

See letter attached behind Exhibit IV II

- ☒ Exhibit 12: Documentation of any rental subsidies, if applicable.

See Housing Assistance Payments contracts behind Exhibit IV 5, the Towers Rent Summary and Rent Rolls behind Tab III D and Rent Schedules Low Rent Housing Forms effective 9/1/21 behind Exhibit IV 12

Tab II F

Property Description, MBP, Survey

**EXHIBIT A
LEGAL DESCRIPTION**

**PARCEL ONE: 18 Tower Lane, New Haven CT
(PARCEL ID: 238 0110 00400)**

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven, State of Connecticut as shown on map entitled "ALTA/ACSM Land Title Survey, Property of New Haven Jewish Federation Housing Corporation & New Haven Jewish Community Council Housing Corporation, Tower Lane, South Frontage Road & Church Street Extension, New Haven, Connecticut, Scale: 1" = 40', dated August 28, 1998, revised to September 15, 2005, bounded and described as follows:

Beginning at the westernmost corner of herein described parcel, said corner being on the northeasterly street line of Tower Lane, 26.92 feet distant southeast from a monument when measured along the arc of the curve of the street line; Thence: North 27 degrees 00 minutes 00 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 74.11 feet;

Thence: South 54 degrees 26 minutes 27 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 101.13 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face in part, a distance of 9.75 feet;

Thence: South 54 degrees 26 minutes 23 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face, a distance of 1.00 foot;

Thence: North 80 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the face of the building, along the building face, a distance of 19.68 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face, a distance of 1.00 foot;

Thence: South 54 degrees 26 minutes 23 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face in part, a distance of 60.00 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 90.42 feet;

Thence: South 56 degrees 30 minutes 00 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 94.75 feet;

Thence: southeasterly along the arc of a curve to the right which has a radius of 84.00 feet along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 74.82 feet;
 Thence: South 05 degrees 28 minutes 05 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 210.85 feet to a monument;
 Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 114.00 feet to a monument;
 Thence: South 09 degrees 18 minutes 51 seconds East along land now or formerly of the City of New Haven, a distance of 67.00 feet;
 Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 67.00 feet;
 Thence: North 09 degrees 18 minutes 51 seconds West along land now or formerly of the City of New Haven, a distance of 21.00 feet to a P.K. nail;
 Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 34.00 feet;
 Thence: North 09 degrees 18 minutes 51 seconds West along land now or formerly of New Haven Greek Community, Inc., a distance of 46.00 feet;
 Thence: North 80 degrees 41 minutes 09 seconds East along the southern terminus of Tower Lane, a distance of 5.00 feet;
 Thence: North 09 degrees 18 minutes 51 seconds West along the easterly street line of Tower Lane, a distance of 106.85 feet to an iron pin;
 Thence: northwesterly along the arc of a curve to the left which has a radius of 256.00 feet along the northeasterly street line of Tower Lane, a distance of 261.05 feet to the point and place of beginning.

TOGETHER WITH easements and rights of way as set forth in the Quit Claim Deed from the City of New Haven to the New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded in Volume 2372 at page 295; as reserved in the deed from the Haven Jewish Community Council Housing Corporation to New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded in Volume 2872 at Page 101; and as set forth in a deed from New Haven Jewish Federation Housing Corporation to the New Haven Jewish Community Council Housing Corporation dated September 29, 1980 and recorded in Volume 2872 at Page 115; all of the New Haven Land Records.

TOGETHER WITH an Easement from New Haven Jewish Federation Housing Corporation dated September 25, 2005 and recorded in Volume 7347 at page 3 of the New Haven Land Records.

PARCEL TWO: Tower Lane, New Haven, CT
 (PARCEL ID: 239 0110 00402)

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven, State of Connecticut

as shown on map entitled "ALTA/ACSM Land Title Survey, Property of New Haven Jewish Federation Housing Corporation & New Haven Jewish Community Council Housing Corporation, Tower Lane, South Frontage Road & Church Street Extension, New Haven, Connecticut, Scale: 1" = 40', dated August 28, 1998, revised to September 15, 2005, bounded and described as follows:

Beginning at the southeasterly corner of herein described parcel, said corner being shown and/or depicted as a drill hole (D.H.) on the westerly street line of South Frontage Road;

Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 84.62 feet to a monument;

Thence: North 05 degrees 28 minutes 05 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 210.85 feet;

Thence: northwesterly along the arc of a curve to the left which has a radius of 84.00 feet along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 74.82 feet; Thence: North 56 degrees 30 minutes 00 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 94.75 feet;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 90.42 feet;

Thence: North 54 degrees 26 minutes 23 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face in part, a distance of 60.00 feet; Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 1.00 foot;

Thence: South 80 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face in part, a distance of 19.68 feet; Thence: North 54 degrees 26 minutes 23 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 1.00 foot;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 9.75 feet;

Thence: North 54 degrees 26 minutes 27 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 101.13 feet;

Thence: South 27 degrees 00 minutes 00 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 74.11 feet;

Thence: northwesterly along the arc of a curve to the left which has a radius of 256.00 feet along the northeasterly street line of Tower Lane, a distance of 26.92 feet to a monument;

Thence: North 73 degrees 45 minutes 00 seconds West along the northeasterly street line of Tower Lane, a distance of 71.70 feet to a monument;

Thence: northerly along the arc of a curve to the right which has a radius of 6.00 feet along the northeast intersection of Church Street Extension and Tower Lane, a distance of 9.83 feet;

Thence: northeasterly along the arc of a curve to the right which has a radius of 601.00 feet along the southeasterly street line of Church Street Extension, a distance of 213.45 feet to an iron pin;

Thence: northeasterly along the arc of a curve to the right which has a radius of 155.42 feet along the southeast intersection of Church Street Extension and South Frontage Road, a distance of 132.08 feet to an iron pin;

Thence: southeasterly along the arc of a curve to the right which has a radius of 100.00 feet along the southwesterly street line of South Frontage Road, a distance of 55.77 feet to an iron pin;

Thence: South 58 degrees 58 minutes 02 seconds East along the southwesterly street line of South Frontage Road, a distance of 106.59 feet to an iron pin;

Thence: southerly along the arc of a curve to the right which has a radius of 370.00 feet along the southwesterly street line of South Frontage Road, a distance of 345.36 feet to an iron pin;

Thence: South 05 degrees 29 minutes 16 seconds East along the westerly street line of South Frontage Road, a distance of 178.08 feet to the point and place of beginning.

Said parcel is benefited by a portion of the "Common Right of Way" described in Section 209 of the Land Disposition Agreement among the City Of New Haven, The New Haven Redevelopment Agency and The New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded March 13, 1969 in Volume 2372, Pages 242-294 of the New Haven Land Records, as reserved in the deed from the City Of New Haven to The New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded March 13, 1969 in Volume 2372, Pages 295-300 of said Land Records and granted in the deed from the City Of New Haven to The New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded October 1, 1980 in Volume 2872, Pages 91-97 of said Land Records. The right of way was modified by virtue of the deed from New Haven Jewish Community Council Housing Corporation to New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded October 1, 1980 in Volume 2872, Pages 101 -103 of said Land Records.

18 TOWER LA

Location 18 TOWER LA

Mblu 238/ 0110/ 00400/ /

Acct# 238 0110 00400

Owner NEW HAVEN JEWISH
COMMUNITY

Assessment \$6,461,840

Appraisal \$9,231,200

PID 13549

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$4,831,200	\$4,400,000	\$9,231,200
Assessment			
Valuation Year	Improvements	Land	Total
2021	\$3,381,840	\$3,080,000	\$6,461,840

Owner of Record

Owner NEW HAVEN JEWISH COMMUNITY
Co-Owner COUNCIL HOUSING CORPORATION
Address 18 TOWER LA
NEW HAVEN, CT 06519

Sale Price \$0
Certificate
Book & Page 0/0
Sale Date 03/13/1969
Instrument

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
NEW HAVEN JEWISH COMMUNITY	\$0		0/0		03/13/1969

Building Information

Building 1 : Section 1

Year Built: 1969
Living Area: 132,936
Replacement Cost: \$16,821,915
Building Percent Good: 25

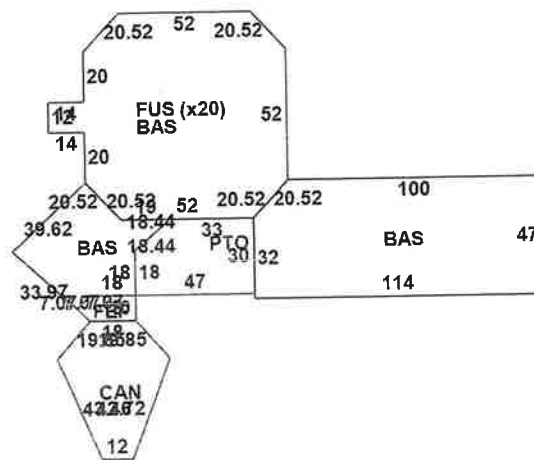
Less Depreciation: \$4,205,500

Building Attributes	
Field	Description
Style:	Apt 8s Hi-Rise
Model	Commercial
Grade	Average
Stories:	21
Occupancy	176.00
Exterior Wall 1	Pre-cast Concr
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	T&G/Rubber
Interior Wall 1	Minim/Masonry
Interior Wall 2	Drywall/Plaste
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Gas/Oil
Heating Type	FA/HW/ST
AC Type	Partial
Struct Class	
Bldg Use	APT Over12 MDL-94
Total Rooms	239
Total Bedrms	205
Total Baths	205
NBHD Code	
1st Floor Use:	112C
Heat/AC	HEAT/AC PKGS
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	9.00
% Corn Wall	

Extra Features					Legend
Code	Description	Size	Value	Assessed Value	Bldg #
SPR1	SPRINKLERS-WET	132935.00 S.F.	\$86,400	\$60,480	1
ELV2	PASS ELEV	21.00 STOPS	\$162,800	\$113,960	1
ELV2	PASS ELEV	21.00 STOPS	\$162,800	\$113,960	1

A black and white photograph of a tall, modern skyscraper, likely the Empire State Building, viewed from a low angle. The building is surrounded by trees and a street with a car visible in the foreground.

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	126,160	119,852
BAS	First Floor	13,084	13,084
CAN	Canopy	1,585	0
FEP	Enclosed Porch	205	0
PTO	Patio	1,326	0
		142,360	132,936

E' V2	PASS ELEV	21.00 STOPS	\$162,800	\$113,960	1
AC	AIR COND	17483.00 S.F.	\$16,000	\$11,200	1

Land

Land Use

Use Code 112C
Description APT Over12 MDL-94
Zone PDD 15
Neighborhood 1400
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 1.93
Frontage 1
Depth 0
Assessed Value \$3,080,000
Appraised Value \$4,400,000

Outbuildings

Outbuildings							<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Assessed Value	Bldg #
PAV1	PAVING-ASPHALT			17000.00 S.F.	\$34,900	\$24,430	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$4,831,200	\$4,400,000	\$9,231,200
2020	\$3,531,700	\$2,304,300	\$5,836,000
2019	\$3,531,700	\$2,304,300	\$5,836,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$3,381,840	\$3,080,000	\$6,461,840
2020	\$2,472,190	\$1,613,010	\$4,085,200
2019	\$2,472,190	\$1,613,010	\$4,085,200

1B TOWER LA

Location 1B TOWER LA

Mblu 239/ 0110/ 00402/ /

Acct# 239 0110 00402

Owner NEW HAVEN JEWISH
FEDERATION HOUSING CORP

Assessment \$12,227,810

Appraisal \$17,468,300

PID 13553

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$10,718,300	\$6,750,000	\$17,468,300
Assessment			
Valuation Year	Improvements	Land	Total
2021	\$7,502,810	\$4,725,000	\$12,227,810

Owner of Record

Owner NEW HAVEN JEWISH FEDERATION HOUSING CORP
Co-Owner
Address PO BOX 2970
NEW HAVEN, CT 06519

Sale Price \$0
Certificate
Book & Page 2872/0092
Sale Date 10/01/1980
Instrument

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
NEW HAVEN JEWISH FEDERATION HOUSING CORP	\$0		2872/0092		10/01/1980

Building Information

Building 1 : Section 1

Year Built: 1981
Living Area: 113,925
Replacement Cost: \$21,219,788
Building Percent Good: 48

Replacement Cost
Less Depreciation:

\$10,185,500

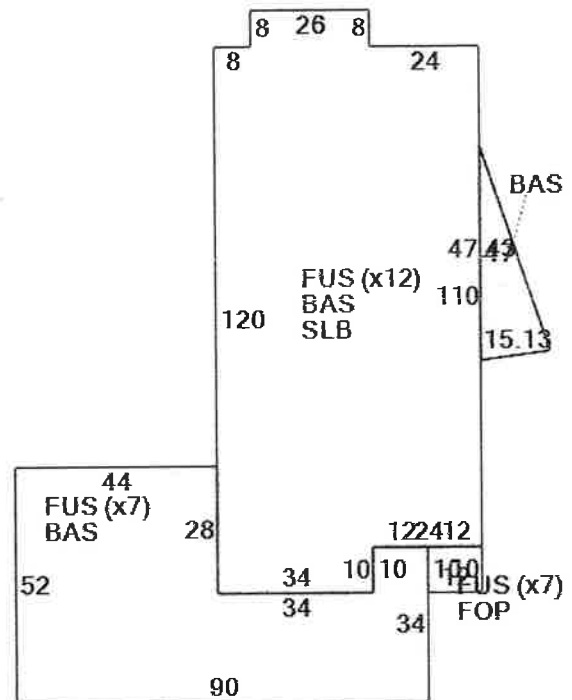
Building Attributes	
Field	Description
Style:	Apt 8s Hi-Rise
Model	Commercial
Grade	Good
Stories:	13
Occupancy	150.00
Exterior Wall 1	Brick
Exterior Wall 2	Concr/Cinder
Roof Structure	Flat
Roof Cover	T&G/Rubber
Interior Wall 1	Drywall/Plaste
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Gas/Oil
Heating Type	Hot Water
AC Type	Partial
Struct Class	
Bldg Use	APT Over12 MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
NBHD Code	
1st Floor Use:	112C
Heat/AC	HEAT/AC SPLIT
Frame Type	REINF. CONCR
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	9.00
% Comn Wall	

Building Photo



(<https://images.vgsi.com/photos/NewHavenCTPhotos/A00005155103.jpg>)

Building Layout



([ParcelSketch.ashx?pid=13553&bid=19561](#))

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	108,560	103,132
BAS	First Floor	10,793	10,793
FOP	Open Porch	120	0
SLB	Slab	6,928	0
		126,401	113,925

Extra Features

Extra Features					Legend
Code	Description	Size	Value	Assessed Value	Bldg #
ELV2	PASS ELEV	13.00 STOPS	\$193,400	\$135,380	1
ELV2	PASS ELEV	8.00 STOPS	\$119,000	\$83,300	1
SPR2	WET/CONCEALED	113924.00 S.F.	\$169,500	\$118,650	1
AC	AIR COND	8000.00 S.F.	\$14,000	\$9,800	1

Land

Land Use

Use Code 112C
Description APT Over12 MDL-94
Zone PDD 15
Neighborhood 1400
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 2.62
Frontage 1
Depth 0
Assessed Value \$4,725,000
Appraised Value \$6,750,000

Outbuildings

Outbuildings							Legend
Code	Description	Sub Code	Sub Description	Size	Value	Assessed Value	Bldg #
PAV1	PAVING-ASPHALT			18000.00 S.F.	\$36,900	\$25,830	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$10,718,300	\$6,750,000	\$17,468,300
2020	\$9,887,200	\$3,260,800	\$13,148,000
2019	\$9,887,200	\$3,260,800	\$13,148,000

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$7,502,810	\$4,725,000	\$12,227,810
2020	\$6,921,040	\$2,282,560	\$9,203,600
2019	\$6,921,040	\$2,282,560	\$9,203,600

NOTES

- THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 70-309-1 THROUGH 70-309-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. THIS SURVEY IS A PROPERTY SURVEY CONFORMING TO A HORIZONTAL ACCURACY OF ± 0.01 AND A TOPOGRAPHIC SURVEY CONFORMING TO A 7-2 ACCURACY. THE BOUNDARY DETERMINATION IS A RESURVEY. THE PURPOSE OF THIS SURVEY IS TO PROVIDE A BOUNDARY OVERLAY AND IDENTIFY SITE FEATURES FOR FUTURE SITE DEVELOPMENT.
- THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, DEED INFORMATION AND THE FOLLOWING REFERENCES:
 - MAP TITLED "ALTA/VS/S PROPERTY SURVEY, PROPERTY SURVEY OF NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION, BY: GODFREY HOFFMAN ASSOCIATES, INC. SCALE: 1"=40', DATED: AUGUST 26, 1998.
 - MAP TITLED "JEWISH ELDERLY HOUSING TOWER ONE EXTENSION 18 TOWER DRIVE NEW HAVEN" SCALE: 1"=40', DATED: 2/2/01, BY: UNITED ILLUMINATION, MAP BOOK 38 PAGE 47.
 - MAP TITLED "RIGHT OF WAY SURVEY TOWN OF NEW HAVEN MAP SHOWING LAND ACQUIRED FROM THE NEW HAVEN JEWISH COMMUNITY COUNCIL, HOUSING CORPORATION BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ROUTE 34 EAST DOWNTOWN CROSSING", SCALE: 1"=40', DATED: JANUARY 2018, LAST REVISED: 12/17/18, TOWN NO. 092, PROJECT NO. 92-680, SERIAL NO. 1, SHEET 1 OF 1.
- THE MERIDIAN OF THIS SURVEY IS REFERENCED TO CONNECTICUT STATE PLANE COORDINATE SYSTEM NAD 83 (EPOCH 2011). POSITION WAS DETERMINED BY GLOBAL NAVIGATION SATELLITE SYSTEMS (GNSS) AS PROVIDED BY HATCH SMARTNET CONTINUOUSLY OPERATED REFERENCE STATIONS (CORS).
- ELEVATIONS SHOWN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID 12B) AS DETERMINED BY GRS.
- PLANIMETRIC AND TOPOGRAPHIC INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN CT, INC. FIELD WORK COMPLETED DURING THE MONTH OF MARCH 2021.
- AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRI MAP ENTITLED "NEW HAVEN COUNTY, CONNECTICUT PANEL 441 OF 835, MAP NUMBER 090000041, EFFECTIVE DATE JULY 1, 2013" THE PROJECT AREA IS IN ZONE X (UNSHADED) AND ZONE AE (EL 11).
- UNLESS SPECIFICALLY NOTED HEREON, STURM AND SANITARY SEWER INFORMATION (INCLUDING PIPE INVERT, PIPE MATERIAL, AND PIPE SIZE) WAS OBTAINED AND MEASURED AT FIELD LOCATED STRUCTURES (MANHOLES/CATCH BASINS, ETC.). CONDITIONS CAN VARY FROM THOSE ENCOUNTERED AT THE TIMES WHEN AND LOCATIONS WHERE DATA IS OBTAINED. DESPITE MEETING THE REQUIRED STANDARD OF CARE, THE SURVEYOR CANNOT, AND DOES NOT WARRANT THAT PIPE MATERIAL AND/OR PIPE SIZE THROUGHOUT THE PIPE RUN IS THE SAME AS THOSE OBSERVED AT EACH STRUCTURE, OR THAT THE PIPE RUN IS STRAIGHT BETWEEN THE LOCATED STRUCTURES.
- ADDITIONAL UTILITY (WATER, GAS, ELECTRIC ETC.) DATA MAY BE SHOWN FROM FIELD LOCATED SURFACE MARKINGS (BY OTHERS), EXISTING STRUCTURES, AND/OR FROM EXISTING DRAWINGS.
- UNLESS SPECIFICALLY NOTED HEREON, THE SURVEYOR HAS NOT EXCAVATED TO PHYSICALLY LOCATE THE UNDERGROUND UTILITIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE SHOWN UNDERGROUND UTILITIES ARE EITHER IN SERVICE, ABANDONED OR SUITABLE FOR USE, NOR ARE IN THE EXACT LOCATION OR CONFIGURATION INDICATED HEREON.
- ALL BUILDINGS AND STRUCTURES WERE LOCATED AND MEASURED AT GROUND LEVEL. THE SURVEYOR MAKES NO DETERMINATIONS OR GUARANTEES AS TO THE ABSENCE, EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES, FOUNDATIONS, FOOTINGS, PROJECTIONS, WALLS, TANKS, SEPTIC SYSTEMS, ETC. NO TEST PITS, EXCAVATIONS OR GROUND PENETRATING RADAR WERE PERFORMED AS PART OF THIS SURVEY.
- PRIOR TO ANY DESIGN OR CONSTRUCTION, THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
- THIS SURVEY IS NOT VALID WITHOUT THE EMBOSSED OR INKED SEAL OF THE PROFESSIONAL.

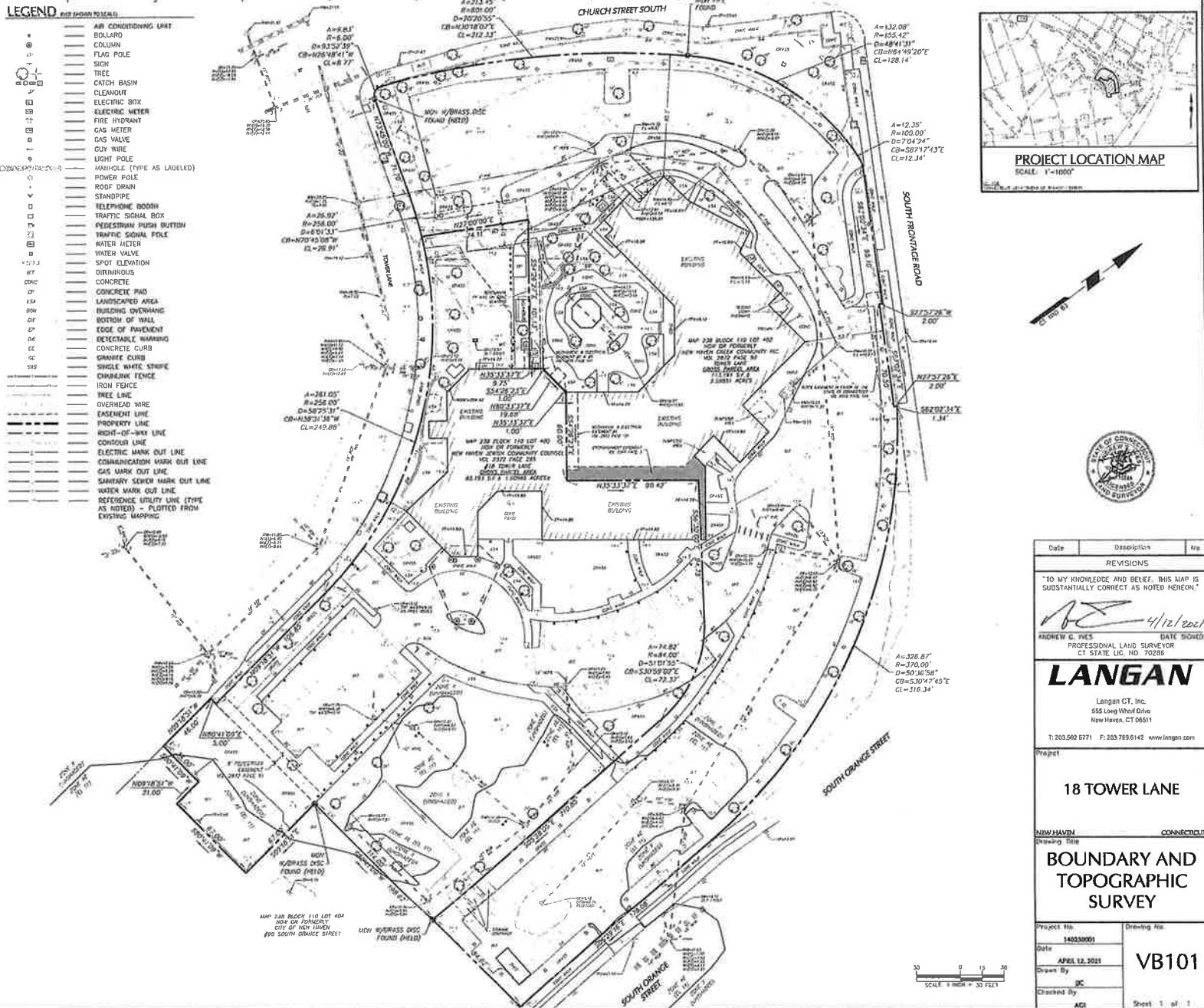
LEGEND

- SEE SYMBOLS IN NOTES
- AIR CONDITIONING UNIT
 - BOLLARD
 - COLUMNS
 - FLAG POLE
 - SIGN
 - TIE
 - CATCH BASIN
 - CLEANOUT
 - ELECTRIC BOX
 - FIRE HYDRANT
 - GAS METER
 - GAS VALVE
 - GUY WIRE
 - LIGHT POLE
 - MANHOLE (TYPE AS LABELED)
 - POWER POLE
 - ROOF DRAIN
 - STAIRWELL
 - TELEPHONE BOOTH
 - TRAFFIC SIGNAL BOX
 - PEDESTRIAN PUSH BUTTON
 - TRAFFIC SIGNAL POLE
 - WATER METER
 - WATER VALVE
 - SPOT ELEVATION
 - DIRMOROUS
 - CONCRETE
 - CONCRETE PAD
 - LANDSCAPED AREA
 - BUILDING OVERHANG
 - BOTTOM OF WALL
 - EDGE OF PAVEMENT
 - DETECTABLE WALKING
 - CONCRETE CURB
 - GRANITE CURB
 - SINGLE WHITE STRIPE
 - CHAINLINK FENCE
 - IRON FENCE
 - TREE LINE
 - OVERHEAD WIRE
 - EASEMENT LINE
 - PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - CONTOUR LINE
 - ELECTRIC MARK OUT LINE
 - COMMUNICATION MARK OUT LINE
 - GAS MARK OUT LINE
 - SANITARY SEWER MARK OUT LINE
 - WATER MARK OUT LINE
 - REFERENCE UTILITY LINE (TYPE AS NOTED) - PLOTTED FROM EXISTING MAPPING

- SEE SYMBOLS IN NOTES
- EASEMENT IN FAVOR OF THE UNITED ILLUMINATION COMPANY AND THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY VOL 2537 PAGE 290 AND REF. MAP 28
 - 15' COMMON RIGHTS OF WAY VOL 2372 PAGE 295
 - SHARED PARKING CROSS EASEMENT ACROSS ALL PAVED PARKING AREAS VOL 7347 PAGE 3
 - ACCESS CROSS EASEMENT FOR VEHICULAR & PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE PAVED DRIVEWAY AREAS VOL 7347 PAGE 3
 - OPEN SPACE EASEMENT AS DEFINED IN VOL 2372 PAGE 295 AND MODIFIED IN VOL 5865 PAGE 329 HAS BEEN PARTIALLY RELEASED IN VOL 6007 PAGE 246 AND FULLY RELEASED IN VOL 10010 PAGE 126

EASEMENT LEGEND

- SEE SYMBOLS IN NOTES
- EASEMENT IN FAVOR OF THE UNITED ILLUMINATION COMPANY AND THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY VOL 2537 PAGE 290 AND REF. MAP 28
 - 15' COMMON RIGHTS OF WAY VOL 2372 PAGE 295
 - SHARED PARKING CROSS EASEMENT ACROSS ALL PAVED PARKING AREAS VOL 7347 PAGE 3
 - ACCESS CROSS EASEMENT FOR VEHICULAR & PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE PAVED DRIVEWAY AREAS VOL 7347 PAGE 3
 - OPEN SPACE EASEMENT AS DEFINED IN VOL 2372 PAGE 295 AND MODIFIED IN VOL 5865 PAGE 329 HAS BEEN PARTIALLY RELEASED IN VOL 6007 PAGE 246 AND FULLY RELEASED IN VOL 10010 PAGE 126



Date	Description	By
REVISIONS		
"TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON."		
4/12/2021	DATE SIGNED	ANDREW G. NILES
PROFESSIONAL LAND SURVEYOR CT STATE LIC. NO. 70286		
LANGAN		
Langan CT, Inc. 555 Long Wharf Drive New Haven, CT 06511 T: 203.962.6771 F: 203.789.6142 www.langan.com		
Project: 18 TOWER LANE		
NEW HAVEN, CONNECTICUT		
Drawing Title: BOUNDARY AND TOPOGRAPHIC SURVEY		
Project No.: 140330001	Drawing No.: VB101	
Date: APRIL 12, 2021	Drawn By: JC	
Checked By: ACJ	Sheet: 1 of 1	

81

Tab II G

Copy of Deed

6967

KNOW ALL MEN BY THESE PRESENTS:

That NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, a Connecticut nonprofit corporation with a mailing address of 18 Tower Lane, New Haven, Connecticut 06519, for consideration paid, grants to NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION, a Connecticut nonprofit corporation with a mailing address of 18 Tower Lane, New Haven, Connecticut, with QUITCLAIM covenants to the said grantee, its successors and assigns:

A certain parcel of land, with any buildings and other improvements thereon, situate in the City of New Haven, County of New Haven, State of Connecticut, and further described as follows:

Beginning at the southwest corner of the parcel herein described, said point being 74.11' from the northerly highway line of Tower Lane as shown on said map; thence, N 27° 00' 00" E, 60.09' along Parcel K-6A to a point; thence, along a curved line having a radius of 44.00' and a length of 74.11' along Parcel K-6A to a point; thence, S 56° 30' 00" E, 143.14' along Parcel K-6A to a point; thence, S 35° 33' 37" W, 90.42' along Parcel K-1-Ab to the southeast corner of the parcel herein described; thence, N 54° 26' 23" W, 60.00' along the existing Tower One building in part and Parcel K-1-Ab to point; thence, S 35° 33' 37" W, 1.00' along the existing Tower One building and parcel K-1-Ab to a point; thence S 80° 33' 37" W, 19.68' along the existing Tower One building and parcel K-1-Ab to a point; thence N 54° 26' 23" W, 1.00' along the existing Tower One building and Parcel K-1-Ab to a point; thence, S 35° 33' 37" W, 9.75' along the existing Tower One building and Parcel K-1-Ab to a point; thence, N 54° 26' 23" W, 101.13' along Parcel K-1-Ab to the place and point of beginning.

Said parcel is subject to three easements in favor of the Grantor, its successors and assigns, bounded and described as follows:

A perpetual easement and right of access to construct Easement #4: /repair, replace and maintain mechanical and electrical equipment on certain portions of Parcel K-1-Aa as follows: Beginning at the southeast corner of the easement herein

described, said point being N 54° 26' 23" W, 8.00' from the southeast corner of Parcel K-1-Aa; thence, N 54° 26' 23" W, 52.00' to a point; thence, N 35° 33' 37" E, 10.00' to a point; thence, S 54° 26' 23" E, 52.00' to a point; thence, S 35° 33' 37" W, 10.00' to a place of beginning.

A perpetual easement and right of access to construct Easement #2: /repair, replace and maintain mechanical and electrical equipment on certain portions of Parcel K-1-Aa as follows: Beginning at the northeast corner of the easement herein

described said point being S 54° 26' 23" E, 101.13' and N 35° 33' 37" E, 9.57' from the southwest corner of Parcel K-1-Aa; thence, running S 35° 33' 37" W, 13.00' to a point; thence, N 54° 26' 23" W, 14.00' to a point; thence, N 35° 33' 37" E, 13.00' to a point; thence, S 54° 26' 23" E, 14.00' to place of beginning.

A perpetual easement and right of access to construct Easement #3: /repair, replace and maintain mechanical and electrical equipment on certain portions of Parcel K-1-Aa as follows: Beginning at the southwest corner of the easement herein

described, said point being S 54° 26' 23" E, 101.13'; thence, N 35° 33' 37" E, 9.75'; thence, S 54° 26' 23" E, 1.00'; thence, N 80° 33' 37" E, 6.68' from the southwest corner of Parcel K-1-Aa; thence, N 9° 26' 23" W, 8.00' to a point; thence, S 80° 33' 37" E, 8.00' to a point; thence, S 9° 26' 23" E, 8.00' to a point; thence, S 80° 33' 37" W, 8.00' to place of beginning.

~~And easement to be constructed on the parcel K-1-Aa as follows: Beginning at the southeast corner of the easement herein described, said point being N 54° 26' 23" W, 8.00' from the southeast corner of Parcel K-1-Aa; thence, N 54° 26' 23" W, 52.00' to a point; thence, N 35° 33' 37" E, 10.00' to a point; thence, S 54° 26' 23" E, 52.00' to a point; thence, S 35° 33' 37" W, 10.00' to a place of beginning.~~

This parcel is also known as Parcel K-1-Aa, as shown on a map by R. Waldo titled Perimeter and Topographic Survey, Tower One Extension - for the New Haven Jewish Federal Housing Corporation, Scale 1"-20' dated June 28, 1978, revised to December 14, 1979, and finally revised September 29, 1980.

IN WITNESS WHEREOF, said NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, has caused its name to be subscribed and its corporate seal to be hereunto affixed by Diane W. Alderman, its Vice President, thereto duly authorized this 29th day of September, 1980.

Signed, Sealed and Delivered
in the Presence of:

NEW HAVEN JEWISH COMMUNITY
COUNCIL HOUSING CORPORATION

Richard B. Garner
Wm. J. Finkel

By *Diane W. Alderman*
Diane W. Alderman,
Vice President

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

New Haven, September 29, 1980

The foregoing instrument was acknowledged before me this 29th day of September, 1980 by Diane W. Alderman, Vice President of New Haven Jewish Community Council Housing Corporation, a Connecticut nonprofit corporation, on behalf of the corporation.

In witness whereof, I hereunto set my hand and seal.

Received For Record at

OCT 1 1980

John A. Hayes

and Recorded by me
TOWN AND CITY CLERK

James M. O'Connor
James M. O'Connor
Commissioner of the Superior Court

6970

VOL 2872 PAGE 115

KNOW ALL MEN BY THESE PRESENTS:

That NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION, a Connecticut nonprofit corporation with a mailing address of 18 Tower Lane, New Haven Connecticut 06519, for consideration paid, grants to NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, a Connecticut nonprofit corporation with a mailing address of 18 Tower Lane, New Haven Connecticut 06519, with QUITCLAIM covenants to the said grantee, its successors and assigns:

The following described real estate, with any buildings and improvements thereon, situate in the City of New Haven, County of New Haven, State of Connecticut, namely:

Reuse Parcel K-2: A certain piece or parcel of land containing 21,613 square feet, as shown on a map entitled, "Blocks K & L Church Street Redevelopment, New Haven, Connecticut," by Cahn Engineers, Inc., scale 1"=40', dated July 1967 and revised to January 1980, said parcel being more particularly bounded and described as follows:

Commencing at a point, said point being the southeasterly terminus of Tower Lane, said point further having the coordinates North 170,152.14 and East 550,916.68 on the Connecticut Coordinate System;

Thence running North 9°-18'-51" West of 106.85 feet along the easterly street line of Tower Lane;

Thence running Northwesterly along a curve to the left having a radius of 256.00 feet and an arc length of 54.56 feet along the easterly street line of Tower Lane;

Thence running North 80°-41'-09" East 101.79 feet along land now or formerly of the City of New Haven, a.k.a. parcel K-1-A;

Thence running south 9°-18'-51" East 228.00 feet along lands now or formerly of the City of New Haven, a.k.a. parcel K-1-A and parcel K-7, partly by each;

Thence running South 80°-41'-09" West, 67.00 feet along land now or formerly of the City of New Haven, a.k.a. parcel K-3;

Thence running North 9°-18'-51" West 21.00 feet South 80°-41'-09" West 34.00 feet and North 9°-18'-51" West 46.00 feet along land now or formerly of the City of New Haven;

Thence running North 80°-41'-09" East 5.00 feet along the southerly terminus of Tower Lane to the point and place of commencement.

The above-described parcel is subject to an 8 foot easement/being more particularly bounded and described as follows:

Commencing at a point, said point being the southeasterly terminus of Tower Lane;

Thence running North 9°-18'-51" West, 8.00 feet along the easterly street line of Tower Lane;

Thence running North 80°-41'-09" East 96.00 feet through parcel K-2;

Thence running South 9°-18'-51" East 8.00 feet along land now or formerly of the City of New Haven, a.k.a. parcel K-1-A;

Thence running South 80°-41'-09" West 96.00 feet through parcel K-2 to the point and place of commencement.

TOGETHER WITH

Easement No. 1: A perpetual easement to a certain piece or parcel of land, known as K-6B and described below, for

the purpose of providing parking and ingress, egress, and regress (pedestrian and vehicular) upon, along and over said parcel as necessary and incidental to the use of said parcel for parking. Said parcel K-6B containing ^{the referenced} 21,685 square feet as shown on map entitled "Blocks K & L Church Street Redevelopment, New Haven, Connecticut" by Cahn Engineers, Inc., scale 1"=40', dated July 1967 and revised to January 1980, is more particularly bounded and described as follows:

Commencing at a point in the westerly street line of South Orange Street, said point being the southeasterly corner of the herein described parcel, said point further having the coordinates North 170,320.09 and East 551,195.86 on the Connecticut Coordinate System:

Thence running South 84°-30'-44" West, 84.39 feet, along land now or formerly of the City of New Haven, a.k.a. parcel K-7;

Thence running North 05°-28'-05" West, 84.38 feet, along land now or formerly of the City of New Haven, a.k.a. parcel K-1-A;

Thence running Northwesterly along a curve to the left having a radius of 84.00 feet and an arc length of 74.82 feet, along land now or formerly of the City of New Haven, a.k.a. parcel K-1-A;

Thence running North 56°-30'-00" East, 34.73 feet, along land now or formerly of the City of New Haven, a.k.a. parcel K-1-A;

Thence running North 32°-50'-36" East, 123.27 feet, along land now or formerly of the City of New Haven, a.k.a. parcel K-6-A;

Thence running Southeasterly along a curve to the right having a radius of 370.00 feet and an arc length of

224.52 feet, along the westerly street line of South Orange Street;

Thence running South 05°-29'-16" East, 57.26 feet, along the westerly street line of South Orange Street, to the point and place of commencement.

Easement No. 2: A perpetual easement to a certain portion of Parcel K-6A shown as "Easement #5" on Sheet L-2 for the purpose of providing ingress, egress, ~~and egress~~ upon, along and over said parcel as necessary for vehicular and Parcel K-1-A and the improvements located thereon known as pedestrian access to Tower One. Said parcel is shown on a map by R. Waldo, dated June 28, 1979, revised Sept. 29, 1980, and is more particularly bounded and described as follows:

Commencing at a point in the easterly street line of Tower Lane, said point having the coordinates North 170,453.05, East 550,743.80 on the Connecticut Coordinate System;

Thence running Northwesterly along a curve to the left having a radius of 256.00 feet and an arc length of 26.92 feet along the Northerly street line of Tower Lane;

Thence running North 27°-00'-00" East, 78.00 feet along a line to a point;

Thence running South 62°-25'-00" East 26.67 feet along a line to a point on the boundary between Parcel K-6 and Parcel K-1-A;

Thence North 27°-00'-00" East, 74.11 feet to the point and place of commencement.

Easement No. 3: A temporary easement to a certain portion of parcel K-6A for the purpose of providing parking for the residents of existing Tower One ^{which is located on Parcel K-1-A} during the construction of Tower One Extension. ^{to be located on K-6 and Parcel K-1-Aa} Said easement shown as

Received For Record at 362
-4- E. M. M.

OCT 1 1980

John A. Hayes

And Recorded by ELL
Book 118 Page 118

"Temporary Easement for Parking During Construction" on the referenced map by R. Waldo, revised to September 29, 1980 ~~Shenandoah~~ is more particularly bounded and described as follows:

Beginning at a point on the easterly street line of Church Street South, said point having the coordinates North 170,489.81 East 550,645.61;

Thence running Northeasterly along a curve to the right having a radius of 601.00 feet, and an arc length of 154.82 feet along the easterly street line of Church Street South;

Thence running South 55°-12'-12" East, 104.91 feet;

Thence running North 27°-00'-00" East, 128.46 feet;

Thence running Northwesterly along a curve to the left having a radius of 256.00 feet, and an arc length of 26.92 feet;

Thence running North 73°-45'-00" West, 71.70 feet;

Thence running Northwesterly and Northeasterly along a curve to the right having a radius of 6.00 feet and an arc length of 9.82 feet, to the point and place of commencement.

The above-described perpetual easements and temporary easement are for the benefit of ~~Shenandoah~~ the ~~Shenandoah~~ Grantee, New Haven Jewish Community Council Housing Corporation, its successors and assigns, and is to be used in common with Grantors, New Haven Jewish Federation Housing Corporation,
* SEE NOTE BELOW
its successors and assigns.

IN WITNESS WHEREOF, said NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION, has caused its name to be subscribed and its corporate seal to be hereunto affixed by Jay I. Vlock, its

* The map referenced above by R. Waldo is entitled "Perimeter and Topographic Survey, Tower One Extension - for the New Haven Jewish Federal Housing Corporation", Scale 1"-20' dated June 28, 1979 and revised to September 29, 1980 shall be recorded October 1, 1980 on the Land Records of the Town of New Haven with this deed.

President, thereunto duly authorized this 29 day of September, 1980.

Signed Sealed and Delivered
in Presence of:

NEW HAVEN JEWISH FEDERATION
HOUSING CORPORATION

[Signature]
[Signature]

By: [Signature]
Jay I. Vlock, President
(Thereunto duly authorized)
(SEAL)

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this 29 day of September, 1980 by Jay I. Vlock, President of New Haven Jewish Federation Housing Corporation, a Connecticut nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

58103
Serial Number (if any)

Impress Notarial Seal Here:

Record and Return to:
Jennifer Egan
Murtha Cullina LLP
185 Asylum Street
Hartford, CT 06103

Receipt # 131249



Instr # 2017-07608

VOL 9614 PG 319

08/29/2017 10:13:23 AM

3 Pages

CERTIFICATE

Michael B. Smart City Clerk

CERTIFICATE OF CHANGE OF NAME VIA MERGER

TO WHOM IT MAY CONCERN:

Be it known that **THE NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION**, a Connecticut non-stock corporation having an office at 18 Tower Lane, New Haven, CT 06519, has merged with and into **THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION**, a Connecticut non-stock corporation having an office at 18 Tower Lane, New Haven, CT 06519, by Certificate of Merger filed in the office of the Connecticut Secretary of State, a copy of which is attached hereto as Exhibit A.

THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, owning property in the City of New Haven, County of New Haven and State of Connecticut in the name of said **THE NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION**, has duly executed and acknowledged this certificate and given it for record to provide notice of said merger in compliance with the Statutory Requirements of the State of Connecticut.

Dated as of the 25 day of August, 2017.

WITNESSES:

**THE NEW HAVEN JEWISH COMMUNITY
COUNCIL HOUSING CORPORATION**

Ariel Schneider
Name: Ariel Schneider

By: Jackie Curl
Name: Jackie Curl
Its: Interim President and Chief Executive Officer

Nicole D. Merritt
Name: Nicole D. Merritt

STATE OF CONNECTICUT

COUNTY OF New Haven

ss. New Haven, CT August 25, 2017

Personally appeared Jackie Curl of THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed as such Interim President and Chief Executive Officer, and the free act and deed of THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, before me.

Karen Purvis
Name:
Notary Public
My Commission Expires: May 31, 2020

EXHIBIT A

CERTIFICATE OF MERGER

OF

**THE NEW HAVEN JEWISH FEDERATION HOUSING CORPORATION
(a Connecticut Nonstock Corporation),**

with and into

**THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION
(a Connecticut Nonstock Corporation)
(the Surviving Corporation)**

(Pursuant to Chapter 602 of the Connecticut General Statutes)

1. The parties to the merger are The New Haven Jewish Federation Housing Corporation ("NHJFHC"), and The New Haven Jewish Community Council Housing Corporation ("NHJCCHC"), each a nonstock corporation organized and existing under the laws of the State of Connecticut.

2. NHJCCHC shall be the surviving corporation in the merger (hereinafter, the "Surviving Corporation").

3. The merger shall be effective upon the filing of this Certificate of Merger.

4. At the Effective Time, the Certificate of Incorporation of NHJCCHC shall be the Certificate of Incorporation of the Surviving Corporation until such time as the Certificate of Incorporation is duly amended in accordance with the applicable provisions of the Connecticut Revised Nonstock Corporation Act.

5. The Plan of Merger providing for the merger was duly approved by the board of directors of NHJFHC, in the manner required by Sections 33-1000 to 33-1290, inclusive, of the Connecticut General Statutes and the Certificate of Incorporation of NHJFHC. There are no members of NHJFHC. The Plan of Merger was approved by the board of directors and members of NHJCCHC in the manner required by Sections 33-1000 to 33-1290, inclusive, of the Connecticut General Statutes and the Certificate of Incorporation of NHJCCHC.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the constituent corporations in the merger has caused this Certificate of Merger to be executed on its behalf by a duly authorized officer thereof as of the 25 day of August, 2017.

THE NEW HAVEN JEWISH FEDERATION
HOUSING CORPORATION

By: Jackie Curl
Print Name: Jackie Curl
Print Title: Interim President

THE NEW HAVEN JEWISH COMMUNITY
COUNCIL HOUSING CORPORATION

By: Jackie Curl
Print Name: Jackie Curl
Print Title: Interim President

08/29/2017 10:13:23 AM
Michael B. Smart City Clerk
City of New Haven

Tab III

Narrative



THE TOWERS
AT TOWER LANE

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<div> <div><</div> <div>></div> <div>Today</div> <div>JUNE 2022</div> <div></div> </div>						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
30 10:00 am ☺ Coffee Klatch with Jane 11:00 am ☺ Create a Word with Ellen 1:00 pm ☺ Healthy & Fit Exercise + 1 More	31 1:00 pm ☺ Interactive Music with Tess 2:00 pm ☺ Yiddish with Debby 	1 11:00 am ☺ Healthy & Fit Exercise 2:00 pm ☺ JFS Life Transitions Group 3:00 pm ☺ QU Students Group 	2 10:30 am ☺ Art with Briah 10:30 am - 12:00 pm Towers Hearing Clinic 11:30 am ☺ QU Students Group + 2 More	3 11:00 am ☺ Knitting Group 11:00 am Bible Study 11:30 am ☺ QU Students Group + 2 More	4 10:00 am ☺ Shabbat Services with Ruthie Greenblatt 2:00 pm ☺ Bingo 6:30 pm Erev Shavuot & Havdallah Service + 1 More	5 10:00 am Shavuot Service 1:00 pm ☺ Current Events/Trivia 2:00 pm Piano Performance with Jody Sharninghausen + 1 More
6 10:00 am ☺ Coffee Klatch with Jane 10:00 am Yizkor Service 11:00 am ☺ Create a Word with Ellen + 4 More	7 10:00 am Sewing Dining Scarves 10:00 am All About You with Bernadette 11:30 am ☺ QU Students Group + 2 More	8 11:00 am ☺ Healthy & Fit Exercise 2:00 pm ☺ JFS Life Transitions Group 3:00 pm ☺ QU Students Group + 1 More	9 10:30 am ☺ Art with Briah 11:30 am ☺ QU Students Group 1:00 pm HealthPro Wellness Session with Darcy & Dean + 1 More	10 11:00 am ☺ Knitting Group 11:30 am ☺ QU Students Group 1:00 pm ☺ Healthy & Fit Exercise + 2 More	11 10:00 am ☺ Shabbat Services with Ruthie Greenblatt 2:00 pm ☺ Bingo 7:00 pm ☺ Movie 	12 11:30 am Chair Yoga with Debby 1:00 pm ☺ Current Events/Trivia 2:30 pm ☺ Afternoon Movie
13 10:00 am ☺	14 11:30 am ☺	15 11:00 am ☺	16 10:30 am ☺	17 11:00 am ☺	18 10:00 am ☺	19 11:30 am

<u>Coffee Klatch with Jane</u> 11:00 am ☺ <u>Create a Word with Ellen</u> 1:00 pm ☺ <u>Healthy & Fit Exercise</u>	<u>QU Students Group</u> 1:00 pm ☺ <u>Interactive Music with Tess</u> 2:00 pm ☺ <u>Yiddish with Debby</u>	<u>Healthy & Fit Exercise</u> 1:30 pm <u>Towers Ice Cream Social and Piano with Paul Shlien</u> 3:00 pm ☺ <u>QU Students Group</u>	<u>Art with Briah</u> 10:30 am - 12:00 pm <u>Towers Hearing Clinic</u> 11:30 am ☺ <u>QU Students Group</u>	<u>Knitting Group</u> 11:00 am <u>Bible Study</u> 11:30 am ☺ <u>QU Students Group</u>	<u>Shabbat Services with Ruthie Greenblatt</u> 2:00 pm <u>Summer Kickoff with Double Vision Performing</u> 2:00 pm ☺ <u>Bingo</u>	<u>Chair Yoga with Debby</u> 1:00 pm ☺ <u>Current Events/Trivia</u> 2:30 pm ☺ <u>Afternoon Movie</u>
+ 1 More	+ 1 More	+ 1 More	+ 3 More	+ 2 More	+ 1 More	
<u>20</u> 10:00 am ☺ <u>Coffee Klatch with Jane</u> 11:00 am ☺ <u>Create a Word with Ellen</u> 12:00 pm <u>Juneteenth Lunch</u>	<u>21</u> 10:00 am <u>Sewing Dining Scarves</u> 10:00 am <u>All About You with Bernadette</u> 11:30 am ☺ <u>QU Students Group</u>	<u>22</u> 11:00 am ☺ <u>Healthy & Fit Exercise</u> 2:00 pm ☺ <u>JFS Life Transitions Group</u> 3:00 pm ☺ <u>QU Students Group</u>	<u>23</u> 10:30 am ☺ <u>Art with Briah</u> 11:30 am ☺ <u>QU Students Group</u> 3:00 pm ☺ <u>Tai Chi with David Bailey</u>	<u>24</u> 11:00 am ☺ <u>Knitting Group</u> 11:30 am ☺ <u>QU Students Group</u> 1:00 pm ☺ <u>Healthy & Fit Exercise</u>	<u>25</u> 10:00 am ☺ <u>Shabbat Services with Ruthie Greenblatt</u> 2:00 pm ☺ <u>Bingo</u> 7:00 pm ☺ <u>Movie</u>	<u>26</u> 1:00 pm ☺ <u>Current Events/Trivia</u> 2:30 pm ☺ <u>Afternoon Movie</u>
+ 3 More	+ 3 More	+ 1 More		+ 1 More		
<u>27</u> 10:00 am ☺ <u>Coffee Klatch with Jane</u> 11:00 am ☺ <u>Create a Word with Ellen</u> 1:00 pm ☺ <u>Healthy & Fit Exercise</u>	<u>28</u> 11:30 am ☺ <u>QU Students Group</u> 1:00 pm ☺ <u>Interactive Music with Tess</u> 2:00 pm ☺ <u>Yiddish with Debby</u>	<u>29</u> 11:00 am ☺ <u>Healthy & Fit Exercise</u> 2:00 pm ☺ <u>JFS Life Transitions Group</u> 3:00 pm ☺ <u>QU Students Group</u>	<u>30</u> 10:30 am ☺ <u>Art with Briah</u> 10:30 am - 12:00 pm <u>Towers Hearing Clinic</u> 11:00 am <u>Gus Town Hall Meeting</u>	1	2	3
+ 1 More	+ 1 More		+ 2 More			

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Brenner, Saltzman & Wallman LLP

Attorneys at Law – Established 1963

June 29, 2022

SUMMARY OF TAX ABATEMENTS

<u>Address</u>	<u>Name of Development</u>	<u>Name of Developer</u>	<u>Tax Abatement</u>	<u>Dates</u>
69 Webster Street 237 Ashmun Street 219 Ashmun Street 220 Ashmun Street 114 Bristol Street Gregory Street Webster Street	Monterey Place 2 Phase 1B, 1C and R	Beacon Corrigan and Jenison	1998 agreement was \$225/unit with 3% annual increase for 20 years; in 2016, taxes were \$357/unit; 20-year extension granted in 2016; expires in 2038 for Phase 1B and 1C; expires in 2041 for Phase 2R (339 units; 280 receive subsidies)	8/1/16
340 Dixwell Avenue and 772 Orchard Street	Beulah Land Development	Beulah Land Development Corporation	\$400/unit plus 3% annual increase for 30 years	10/2020
391 Ashmun	Ashmun/Canal	RJ Development and Advisors LLC	\$400 for the affordable units for 5 years, then 3% increase for 12 years	2020
300 State Street	State-Chapel	Beacon Communities	\$400 for the affordable units (60 units) with 3% annual increase for 17 years	11/2021
210-290 Valley Street	Valley Street Townhouses	Glendower (New Haven Housing Authority)	\$350/unit with 3% annual increase for 39 years	9/2020
33-35 Sylvan Avenue	Trinity Rowe	Trinity Rowe Limited Partnership	\$250.00/unit for 39 years; with annual increase based upon HUD inflation factor; \$325.46 today	12/7/2009
2 John Williamson Drive	Quinnipiac Terrace Phases 1-3	Trinity New Haven LLC	\$250.00/unit for 39 years; with annual increase based upon HUD inflation factor (Phases 1 and 2 -	12/28/2004



Brenner, Saltzman & Wallman LLP

Attorneys at Law – Established 1963

June 29, 2022

<u>Address</u>	<u>Name of Development</u>	<u>Name of Developer</u>	<u>Tax Abatement</u>	<u>Dates</u>
			\$333.92 today; Phase 3 - \$325.12 today)	
358, 360 Orange Street	McQueeney Towers (elderly)	The Glendower Group and ECC Group RAD III, LLC	\$350.00/unit for 39 years No escalator	1/2020
	Rockview Rentals Phase I		\$305.27/unit plus HUD inflation factor	
109 Frank Street	Valencia Macri Development Project	CH Supportive Housing 1 LLC	\$430.46 plus 3% escalator	
122 Wilmont Road	Brookside Senior Housing	Glendower Wilmont LLC	\$309.48 plus HUD inflation factor	
133-135 Sylvan Avenue	Casa Otoñal	Casa Otoñal Housing Corp.	Taxes completely abated starting with October 1, 1997 Grand List (Good thru Grand List of 10/1/2024)	6/23/2000
578 George Street	Waverly Townhouses	HANH RAD GROUP 2	\$350/unit for 39 years (no escalator)	7/9/21
3 Waverly Street	Waverly Townhouses	HANH RAD GROUP 2	\$350/unit for 39 years (no escalator)	7/9/21
1000 Quinnipiac Avenue	Stanley Justice Landing	HANH RAD GROUP 2	\$350/unit for 39 years (no escalator)	7/9/21
210-232 Quinnipiac Avenue	Fulton Park	HANH RAD GROUP 2	\$350/unit for 39 years (no escalator)	7/9/21
60 Warren Street a/k/a 15 Olive Street	Winslow-Celentano (elderly housing)	HANH RAD GROUP 3	Tax abatement for 39 years \$350/unit (no escalator)	2015
657 Grand Avenue	Farnam Courts	Glendower Farnham, LLC	\$400 plus HUD escalator for 39 years	



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June 29, 2022

<u>Address</u>	<u>Name of Development</u>	<u>Name of Developer</u>	<u>Tax Abatement</u>	<u>Dates</u>
657 Grand Avenue	Farnam Courts	Glendower Farnham, LLC II	\$400 plus HUD escalator for 39 years	
145 Eastern Street	Eastview Terrace	HANH/ Glendower	\$250/unit plus HUD inflation factor for 39 Years \$339.27/unit today	2008
197 Chatham	Eastview Terrace Phase II	Glendower Fair Haven, LLC	\$405.75/unit plus 3% escalator	
2 Catherine way	Brookside Phase I	Brookside 1 Associates	\$311.90/unit plus HUD inflation factor	
21 Augustine	Brookside Phase 2	Brookside 2 Associates	\$316/unit plus HUD inflation factor	
0 Brookside	Brookside	Glendower Ribicoff Four LLC	\$417.92 unit includes 3% escalator	
819 Sherman Avenue	Constance Motley Baker RAD 1		\$350/unit (no escalator)	
81-913 Liberty Street	Katherine Harvey RAD 1		\$350/unit (no escalator)	
220-230 Court Street	Prescott Bush RAD 1		\$350/unit (no escalator)	
5A-45B Daisy street	Newhall Gardens RAD 1		\$350/unit (no escalator)	

Tab III D

Fiscal Plan; Gross Revenue, Rents, Expenditures

The Towers
Rents Summary
July 1 - June 30

	Tower One Unit Rents			Tower East Unit Rents			TOTAL RENT REVENUE**		
	# Units	FY22	FY23*	# Units	FY22	FY23*	# Units	FY22	FY23*
Studio - Nonsubsidized	32	\$ 1,183	\$ 1,213	0	\$ -	\$ -	32	\$ 454,272	\$ 465,629
One BR - Nonsubsidized	53	\$ 1,792	\$ 1,837	0	\$ -	\$ -	53	\$ 1,139,712	\$ 1,168,205
Studio - Subsidy	84	\$ 1,183	\$ 1,213	0	\$ -	\$ -	84	\$ 1,192,464	\$ 1,222,276
One BR - Subsidy	9	\$ 1,792	\$ 1,837	144	\$ 1,988	\$ 2,038	153	\$ 3,628,800	\$ 3,719,520
Two BR - Subsidy	0	\$ -	\$ -	6	\$ 2,376	\$ 2,435	6	\$ 171,072	\$ 175,349
Totals	178			150			328	\$ 6,586,320	\$ 6,750,978
 Vacant units on May 1st	 28			 4			 32		
 Occ %	 84%			 97%			 90%		 90%
 Net Rental Revenue									\$ 6,092,346

* includes HUD standard 2.5% rent increase

** assumes 100% occupancy

The Towers Cash Flow Summary

	Projected FY22 <u>7/1/21 - 6/30/22</u>	Projected FY23 <u>7/1/22 - 6/30/23</u>	
Net Rental Revenue	\$ 5,926,638	\$ 6,092,346	See FY23 summary
Food Program Revenue	1,118,355	1,177,498	5.3% increase
RSC Grant Revenue	358,380	377,376	5.3% increase
All other revenue	<u>356,876</u>	<u>167,500</u>	decrease in Cares Act funding
Total Revenues	\$ 7,760,249	\$ 7,814,720	
Payroll & Benefits	2,949,925	3,098,755	5% increase
Administrative	353,692	408,208	\$50k increase in advertising
Utilities	627,699	658,755	100% increase in nat. gas price
Operating Expenses	219,295	225,874	3% increase
Maintenance & Repairs	689,618	710,912	3% increase
Food Program Costs	1,670,258	1,685,907	1% increase
Interest & Insurance	646,777	679,177	\$47k in property insurance
Mandatory HUD Debt Service	<u>217,399</u>	<u>217,399</u>	
Total Expenses before RE Taxes	\$ 7,374,663	\$ 7,684,987	
Cash Flow before RE Taxes	385,586	129,733	
Current RE Taxes	<u>395,639</u>	<u>428,638</u>	TO Assessment and 39.75 millrate
Cash Flow Deficit after RE Taxes	<u>\$ (10,053)</u>	<u>\$ (298,905)</u>	

OneSite Rents v3.0
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New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Page 2 of 19
mgl-521-003

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep. balance On Hand
302	AL 5m Bdrm	N/A	0	Occupied		03/07/2014	03/07/2014	03/08/2015	2,117.00	RESIDENT MLS	0.00	365.00	2,157.00	1,857.00 (2,157.00)
										RESIDENT RENT	1,792.00	0.00		
									1,582.00		0.00 *	365.00 *		
303	AL Deluxe	N/A	0	Vacant	VACANT				1,582.00	RESIDENT MLS	0.00	365.00	1,600.00	1,303.00 0.00
304	AL Deluxe	N/A	0	Occupied		04/18/2014	04/18/2014	05/22/2015		RESIDENT RENT	1,244.00	0.00		
									1,163.00	RESIDENT MLS	0.00	365.00	918.00	862.00 0.00
305	DBR Studio	N/A	0	Occupied		08/07/2019	08/07/2019	08/08/2020		RESIDENT RENT	593.00	0.00		
										SUBSIDY SUBRENT	630.00	0.00	630.00	0.00 0.00
									1,183.00		0.00 *	0.00 *		
305	DBR Studio	N/A	0	Vacant	VACANT				1,183.00	RESIDENT MLS	0.00	365.00	844.00	1,072.00 0.00
307	DBR Studio	N/A	0	Occupied		01/17/2010	01/17/2010	01/18/2020		RESIDENT RENT	478.00	0.00		
										SUBSIDY SUBRENT	704.00	0.00	704.00	0.00 0.00
									1,183.00	RESIDENT MLS	0.00	365.00	891.00	1,162.00 (891.00)
308	DBR Studio	N/A	0	Occupied		09/17/2018	09/17/2018	09/18/2019		RESIDENT RENT	528.00	0.00		
										SUBSIDY SUBRENT	657.00	0.00	657.00	0.00 0.00
									1,183.00	RESIDENT MLS	0.00	365.00	713.00	711.00 (48.00)
309	DBR Studio	N/A	0	Occupied		07/02/2020	07/02/2020	07/01/2021		RESIDENT RENT	348.00	0.00		
										SUBSIDY SUBRENT	835.00	0.00	835.00	0.00 0.00
									1,183.00	RESIDENT MLS	0.00	365.00	786.00	1,054.00 0.00
310	DBR Studio	N/A	0	Occupied		06/03/2019	06/03/2019	06/02/2020		RESIDENT RENT	421.00	0.00		
										SUBSIDY SUBRENT	762.00	0.00	762.00	0.00 1.00
									2,117.00		0.00 *	365.00 *		
401	1 BR-AL	N/A	0	Vacant	VACANT				2,117.00	RESIDENT MLS	0.00	365.00	2,157.00	1,912.00 0.00
402	AL 5m Bdrm	N/A	0	Occupied		10/27/2017	10/27/2017	10/26/2018		RESIDENT RENT	1,792.00	0.00		
									1,183.00	RESIDENT MLS	0.00	365.00	782.00	711.00 0.00
403	DBR Studio	Affordable	0	Occupied		11/10/2017	11/10/2017	11/09/2018		RESIDENT RENT	417.00	0.00		
										SUBSIDY SUBRENT	766.00	0.00	766.00	0.00 0.00

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
404	0BR Studio	N/A	0	Occupied		09/14/2020	09/14/2020	09/13/2021	1,163.00	RESIDENT MLS	0.00	365.00	719.00	714.00	719.00
										RESIDENT RENT	354.00	0.00			
										SUBSIDY SUBRENT	829.00	0.00	829.00	0.00	0.00
405	0BR Studio	N/A	0	Occupied		08/19/2018	08/19/2019	05/18/2020	1,163.00	RESIDENT MLS	0.00	365.00	1,078.00	1,085.00	18.00
										RESIDENT RENT	713.00	0.00			
										SUBSIDY SUBRENT	470.00	0.00	470.00	0.00	0.00
406	0BR Studio	N/A	0	Vacant	VACANT				1,163.00		0.00 *	0.00 *			
407	0BR Studio	N/A	0	Vacant	VACANT				1,441.00		0.00 *	365.00 *			
408	0BR Studio	N/A	0	Occupied		08/02/2010	08/02/2010	08/01/2011	1,193.00	RESIDENT MLS	0.00	365.06	593.00	481.00	0.00
										RESIDENT RENT	228.00	0.00			
										SUBSIDY SUBRENT	955.00	0.00	955.00	0.00	0.00
409	0BR Studio	N/A	0	Occupied		08/01/2019	08/01/2019	08/01/2020	1,163.00	RESIDENT MLS	0.00	365.00	685.00	649.00	0.00
										RESIDENT RENT	320.00	0.00			
										SUBSIDY SUBRENT	863.00	0.00	863.00	0.00	0.00
410	0BR Studio	N/A	0	Occupied		07/28/2018	07/28/2018	07/25/2019	1,183.00	RESIDENT MLS	0.00	365.00	479.00	873.00	479.00
										RESIDENT RENT	114.00	0.00			
										SUBSIDY SUBRENT	1,059.00	0.00	1,059.00	0.00	0.00
501	AL Sm Bdrm	N/A	0	Occupied		05/19/2017	05/19/2017	05/18/2018	2,117.00	RESIDENT MLS	0.00	365.00	2,157.00	1,956.00	(2,157.00)
										RESIDENT RENT	1,792.00	0.00			
502	1 BR-AL	N/A	0	Occupied		05/14/2018	05/14/2018	05/13/2019	1,792.00	RESIDENT MLS	0.00	365.00	697.00	845.00	0.00
										RESIDENT RENT	532.00	0.00			
										SUBSIDY SUBRENT	1,260.00	0.00	1,260.00	0.00	0.00
503	0BR Studio	N/A	0	Occupied		12/08/2020	12/08/2020	12/07/2021	1,163.00	RESIDENT MLS	0.00	365.00	1,164.00	1,192.00	0.00
										RESIDENT RENT	829.00	0.00			
										SUBSIDY SUBRENT	354.00	0.00	354.00	0.00	0.00
504	0BR Studio	N/A	0	Occupied		07/03/2018	07/03/2018	07/02/2019	1,163.00	RESIDENT MLS	0.00	365.00	1,078.00	1,012.00	4,357.00

* indicates amounts not included in totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
505	OBR Studio	Affordable	0	Occupied		03/24/2019	03/29/2019	03/28/2020	1,183.00	RESIDENT RENT	714.00	0.00			
										SUBSIDY SUBRENT	469.00	0.00	469.00	0.00	0.00
										RESIDENT MISC	0.00	365.00	864.00	787.00	26.00
506	OBR Studio	N/A	0	Occupied		05/12/2020	05/12/2020	05/11/2021	1,183.00	RESIDENT RENT	489.00	0.00			
										SUBSIDY SUBRENT	684.00	0.00	684.00	0.00	0.00
										RESIDENT MLS	0.00	365.00	649.00	1,053.00	0.00
507	OBR Studio	N/A	0	Occupied		04/19/2021	04/19/2021	04/18/2022	1,183.00	RESIDENT RENT	784.00	0.00			
										SUBSIDY SUBRENT	899.00	0.00	899.00	0.00	0.00
										RESIDENT MLS	0.00	365.00	850.00	0.00	0.00
508	AL Studio	N/A	0	Occupied		07/25/2016	07/25/2016	07/24/2017	1,440.00	RESIDENT RENT	485.00	0.00			
										SUBSIDY SUBRENT	696.00	0.00	696.00	0.00	0.00
										RESIDENT MLS	0.00	365.00	1,465.00	0.00	0.00
509	OBR Studio	N/A	0	Occupied		08/14/2017	08/14/2017	08/13/2018	1,183.00	RESIDENT RENT	1,100.00	0.00			
										RESIDENT MLS	0.00	365.00	1,111.00	1,343.00	0.00
										SUBSIDY SUBRENT	437.00	0.00	437.00	0.00	0.00
510	OBR Studio	N/A	0	Vacant	VACANT				1,183.00	RESIDENT RENT	0.00	0.00			
601	AL Sm Bdrm	N/A	0	Occupied		05/17/2008	05/17/2008	05/16/2009	2,117.00	RESIDENT RENT	1,792.00	0.00			
										RESIDENT MLS	0.00	365.00	599.00	452.00	(578.00)
										SUBSIDY SUBRENT	1,558.00	0.00	1,558.00	0.00	0.00
602	1 BR-AL	N/A	0	Occupied		02/16/2009	02/16/2009	02/15/2010	1,792.00	RESIDENT RENT	234.00	0.00			
										SUBSIDY SUBRENT	1,558.00	0.00	1,558.00	0.00	0.00
										RESIDENT RENT	0.00	365.00			
603	AL Deluxe	N/A	0	Vacant	VACANT				1,173.00	RESIDENT RENT	0.00	365.00			
604	OBR Studio	N/A	0	Occupied		01/07/2022	01/07/2022	01/06/2023	1,183.00	RESIDENT RENT	598.00	0.00	598.00	964.00	0.00
										SUBSIDY SUBRENT	584.00	0.00	584.00	0.00	0.00
										RESIDENT RENT	0.00	365.00			
605	OBR Studio	N/A	0	Vacant-Leased	VACANT				1,183.00	RESIDENT RENT	0.00	0.00			

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details														
Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep. balance On Hand
		N/A		Applicant		06/27/2022	05/27/2022	05/26/2023			0.00 *	0.00 *	0.00 *	0.00 0.00
606	0BR Studio	Conventional	0	Occupied		03/27/2018	03/27/2018	03/26/2019	1,183.00	RESIDENT MLS	0.00	365.00	835.00	716.00 0.00
										RESIDENT RPNT	470.00	0.00		
										SUBSIDY SUBRENT	713.00	0.00	713.00	0.00 0.00
607	AL Studio	N/A	0	Occupied		10/08/2018	10/08/2018	10/07/2019	1,441.00	RESIDENT MLS	0.00	365.00	1,465.00	1,370.00 0.00
										RESIDENT RENT	1,100.00	0.00		
608	0BR Studio	N/A	0	Occupied		11/17/2021	11/17/2021	11/16/2022	1,183.00	RESIDENT MLS	0.00	365.00	892.00	002.00 (266.00)
										RESIDENT RENT	527.00	0.00		
										SUBSIDY SUBRENT	656.00	0.00	656.00	0.00 0.00
609	0BR Studio	N/A	0	Occupied		09/29/2021	09/29/2021	09/28/2022	1,183.00	RESIDENT MLS	0.00	365.00	500.00	508.00 0.00
										RESIDENT RENT	543.00	0.00		
										SUBSIDY SUBRENT	640.00	0.00	640.00	0.00 0.00
610	0BR Studio	N/A	0	Occupied		09/24/2019	09/24/2019	09/23/2020	1,183.00	RESIDENT MLS	0.00	365.00	1,249.00	833.00 0.00
										RESIDENT RENT	884.00	0.00		
										SUBSIDY SUBRENT	299.00	0.00	299.00	0.00 0.00
701	1 BR-AL	N/A	0	Vacant	VACANT				1,792.00		0.00 *	0.00 *		
702	1 BR-AL	N/A	0	Vacant	VACANT				1,792.00		0.00 *	0.00 *		
703	AL Deluxe	N/A	0	Occupied		08/25/2021	08/25/2021	08/24/2022	365.00	RESIDENT MLS	0.00	365.00	996.00	1,296.00 0.00
										RESIDENT RENT	833.00	0.00		
										SUBSIDY SUBRENT	550.00	0.00	550.00	0.00 0.00
704	0BR Studio	N/A	0	Occupied		03/27/2019	03/27/2019	03/26/2020	1,183.00	RESIDENT MLS	0.00	365.00	930.00	846.00 0.00
										RESIDENT Parking	0.00	20.00		
										RESIDENT RENT	545.00	0.00		
										SUBSIDY SUBRENT	638.00	0.00	639.00	0.00 0.00
705	AL Studio	N/A	0	Occupied		02/27/2013	02/27/2013	02/26/2014	1,441.00	RESIDENT MLS	0.00	365.00	1,465.00	1,254.00 0.00
										RESIDENT RENT	1,100.00	0.00		

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New Haven Jewish Community Council Housing Corp. - Tower One

RENT ROLL DETAIL

As of 04/30/2022

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
706	OBR Studio	N/A	0	Occupied		01/22/2015	01/22/2015	01/21/2016	1,183.00	RESIDENT MLS	0.00	365.00	644.00	747.00	(5.00)
										RESIDENT RENT	479.00	0.00			
										SUBSIDY SUBRENT	704.00	0.00	704.00	0.00	0.00
707	OBR Studio	N/A	0	Occupied		03/31/2021	03/31/2021	03/30/2022	1,183.00	RESIDENT MLS	0.00	365.00	781.00	758.00	781.00
										RESIDENT RENT	416.00	0.00			
										SUBSIDY SUBRENT	767.00	0.00	767.00	0.00	0.00
708	OBR Studio	N/A	0	Occupied		08/09/2021	08/09/2021	08/08/2022	1,183.00	RESIDENT MLS	0.00	365.00	707.00	707.00	0.00
										RESIDENT RENT	342.00	0.00			
										SUBSIDY SUBRENT	841.00	0.00	841.00	0.00	0.00
709	OBR Studio	N/A	0	Vacant	VACANT				1,183.00		0.00	0.00			
710	OBR Studio	N/A	0	Occupied		11/12/2018	11/12/2018	11/11/2019	1,183.00	RESIDENT MLS	0.00	365.00	639.00	805.00	0.00
										RESIDENT RENT	474.00	0.00			
										SUBSIDY SUBRENT	709.00	0.00	709.00	0.00	0.00
801	AL Deluxe	N/A	0	Occupied		07/01/2015	07/01/2015	06/30/2016	2,079.00	RESIDENT MLS	0.00	365.00	1,609.00	1,415.00	0.00
										RESIDENT RENT	1,244.00	0.00			
802	AL Sm Bdrm	N/A	0	Occupied		07/17/2015	07/17/2015	07/16/2016	2,117.00	RESIDENT MLS	0.00	365.00	2,157.00	2,222.00	0.00
										RESIDENT RENT	1,792.00	0.00			
803	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,079.00		0.00	365.00			
804	AL Lg Bdr	N/A	0	Occupied		06/13/2019	06/13/2019	06/12/2020	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,191.00	(2,346.00)
										RESIDENT RENT	1,901.00	0.00			
805	AL Sm Bdrm	N/A	0	Occupied		02/07/2018	02/07/2018	02/06/2019	2,117.00	RESIDENT MLS	0.00	365.00	2,157.00	2,310.00	0.00
										RESIDENT RENT	1,792.00	0.00			
806	AL Lg Bdr	N/A	0	Occupied		08/31/2021	08/31/2021	08/30/2022	2,293.00	RESIDENT MLS	0.00	730.00	2,711.00	2,711.00	1,904.00
										RESIDENT RENT	1,981.00	0.00			
807	AL Lg Bdr	N/A	0	Occupied		06/23/2017	06/23/2017	06/22/2018	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,130.00	(2,346.00)

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New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
808	AL Deluxe	N/A	0	Occupied		02/06/2015	02/05/2015	02/05/2016	1,557.00	RESIDENT RENT	1,981.00	0.00			
										RESIDENT MLS	0.00	365.00	1,609.00	1,409.00	600.00
801	AL Deluxe	N/A	0	Occupied		05/13/2020	05/13/2020	05/12/2021	1,562.00	RESIDENT RENT	1,744.00	0.00			
										RESIDENT MLS	0.00	365.00	1,609.00	1,547.00	0.00
										RESIDENT RENT	1,744.00	0.00			
902	1 BR-AL	N/A	0	Occupied		09/10/2015	09/10/2015	09/10/2016	1,792.00	RESIDENT RENT	1,792.00	0.00			
										RESIDENT MLS	0.00	365.00	890.00	2,247.00	0.00
										RESIDENT RENT	626.00	0.00			
										SUBSIDY SUBRENT	1,267.00	0.00	1,267.00	0.00	0.00
903	AL Sm Bdrm	N/A	0	Occupied		03/22/2019	03/22/2019	03/21/2020	2,079.00	RESIDENT RENT	0.00	365.00	2,157.00	2,012.00	(40.00)
										RESIDENT MLS	0.00	365.00			
904	AL Lg Bdr	N/A	0	Occupied		08/05/2021	08/05/2021	08/04/2022	2,293.00	RESIDENT RENT	1,792.00	0.00			
										RESIDENT MLS	0.00	365.00	2,346.00	2,346.00	0.00
										RESIDENT RENT	1,981.00	0.00			
905	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,117.00		0.00 *	365.00 *			
906	AL Lg Bdr	N/A	0	Vacant	VACANT				2,253.00		0.00 *	365.00 *			
907	AL Lg Bdr	N/A	0	Occupied		08/17/2016	08/17/2016	08/16/2017	2,253.00	RESIDENT RENT	0.00	365.00	2,346.00	2,130.00	0.00
										RESIDENT MLS	0.00	365.00			
908	QBR Studio	N/A	0	Occupied		10/29/2019	10/29/2019	10/28/2020	1,183.00	RESIDENT RENT	1,981.00	0.00			
										RESIDENT MLS	0.00	365.00	860.00	1,253.00	0.00
										RESIDENT RENT	495.00	0.00			
										SUBSIDY SUBRENT	688.00	0.00	688.00	0.00	0.00
1001	AL Deluxe	N/A	0	Occupied		06/02/2010	06/02/2010	06/01/2011	1,557.00	RESIDENT RENT	0.00	365.00	1,609.00	1,411.00	54.00
										RESIDENT MLS	0.00	365.00			
										RESIDENT RENT	1,244.00	0.00			
1002	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,079.00		0.00 *	365.00 *			
1003	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,079.00		0.00 *	365.00 *			
1004	AL Lg Bdr	N/A	0	Vacant	VACANT				2,253.00		0.00 *	365.00 *			
1005	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,079.00		0.00 *	365.00 *			
1006	AL Lg Bdr	N/A	0	Occupied		08/28/2018	08/28/2018	08/27/2019	2,253.00	RESIDENT RENT	0.00	365.00	2,346.00	2,486.00	0.00

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New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
				Vacant	VACANT					RESIDENT RENT	1,961.00	0.00			
1007	AL Lg Bdr	N/A	0	Vacant	VACANT				2,253.00		0.00	355.00 *			
1006	AL Deluxe	N/A	0	Occupied		10/14/2016	10/19/2016	10/18/2019	1,557.00	RESIDENT MLS	0.00	365.00	1,029.00	1,505.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,244.00	0.00			
1101	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,079.00		0.00 *	365.00 *			
1102	1 BR-AL	Affordable	0	Occupied		12/17/2021	12/17/2021	12/16/2022	2,069.00	RESIDENT MLS	0.00	365.00	2,157.00	2,157.00	0.00
										RESIDENT RENT	1,792.00	0.00			
1103	AL Lg Bdr	N/A	0	Occupied		06/13/2015	06/13/2015	09/12/2016	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,081.00	0.00
										RESIDENT RENT	1,961.00	0.00			
1104	Deluxe Stu	N/A	0	Occupied		07/09/2014	07/09/2014	06/22/2015	2,565.00	RESIDENT MLS	0.00	365.00	1,497.00	1,296.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,112.00	0.00			
1105	0BR Studio	N/A	0	Occupied		01/03/2020	01/03/2020	01/02/2021	1,183.00	RESIDENT MLS	0.00	365.00	710.00	676.00	2,800.00
										RESIDENT RENT	345.00	0.00			
										SUBSIDY SUBRENT	838.00	0.00	838.00	0.00	0.00
1106	0BR Studio	N/A	0	Occupied		03/12/2021	03/12/2021	03/11/2022	1,183.00	RESIDENT MLS	0.00	365.00	1,263.00	919.00	0.00
										RESIDENT RENT	858.00	0.00			
										SUBSIDY SUBRENT	285.00	0.00	285.00	0.00	0.00
1107	Deluxe Stu	N/A	0	Occupied		12/14/2017	12/14/2017	12/13/2018	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,355.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1108	Deluxe Stu	N/A	0	Occupied		02/09/2016	02/09/2016	02/09/2017	1,477.00	RESIDENT MLS	0.00	365.00	1,477.00	1,317.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1109	AL Lg Bdr	N/A	0	Occupied		09/02/2014	09/02/2014	09/01/2015	2,253.00	RESIDENT MLS	0.00	365.00	2,340.00	2,046.00	1,658.00
										RESIDENT RENT	1,961.00	0.00			
1201	AL Sm Bdrm	N/A	0	Occupied		11/27/2015	11/27/2015	11/29/2016	2,079.00	RESIDENT MLS	0.00	365.00	2,157.00	1,911.00	0.00

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New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
1202	AL Sm Bdrm	Affordable	0	Occupied		05/05/2013	05/05/2013	05/05/2014	2,079.00	RESIDENT RENT	1,792.00	0.00			
										RESIDENT MLS	0.00	365.00	2,157.00	1,633.00	0.00
1203	AL Lg Bdr	N/A	0	Occupied		04/30/2013	04/30/2013	04/29/2014	2,253.00	RESIDENT RENT	1,702.00	0.00			
										RESIDENT MLS	0.00	365.00	2,346.00	1,997.00	0.00
1204	OBR Studio	N/A	0	Occupied		05/21/2021	05/21/2021	05/20/2022	1,163.00	RESIDENT RENT	1,981.00	0.00			
										RESIDENT MLS	0.00	365.00	569.00	569.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	184.00	0.00			
										SUBSIDY SUBRENT	999.00	0.00	999.00	0.00	0.00
1205	OBR Studio	Affordable	0	Occupied		10/27/2017	10/27/2017	10/26/2018	1,183.00	RESIDENT RENT	0.00	365.00	640.00	640.00	0.00
										RESIDENT RENT	315.00	0.00			
										SUBSIDY SUBRENT	868.00	0.00	868.00	0.00	0.00
1206	OBR Studio	N/A	0	Occupied		11/07/2019	11/07/2019	11/06/2020	1,183.00	RESIDENT RENT	0.00	365.00	785.00	771.00	0.00
										RESIDENT RENT	420.00	0.00			
										SUBSIDY SUBRENT	763.00	0.00	763.00	0.00	0.00
1207	OBR Studio	Conventional	0	Occupied		02/08/2019	02/08/2019	02/07/2020	1,183.00	RESIDENT RENT	0.00	365.00	593.00	563.00	30.00
										RESIDENT RENT	238.00	0.00			
										SUBSIDY SUBRENT	945.00	0.00	945.00	0.00	0.00
1208	Deluxe Stu	N/A	0	Occupied		12/28/2017	12/28/2017	12/25/2018	2,565.00	RESIDENT RENT	0.00	365.00	1,497.00	1,355.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,112.00	0.00			
1209	AL Lg Bdr	N/A	0	Occupied		08/08/2019	08/08/2019	08/07/2020	2,253.00	RESIDENT RENT	0.00	365.00	2,346.00	2,536.00	0.00
										RESIDENT RENT	1,981.00	0.00			
1301	1 BR-AL	N/A	0	Vacant-Leased	VACANT				1,782.00		0.00 *	0.00 *			
		N/A		Applicant		05/01/2022	05/01/2022	04/30/2023		RESIDENT MLS	0.00 *	365.00 *	2,157.00 *	0.00	0.00
										RESIDENT RENT	1,792.00 *	0.00 *			

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New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
1302	1 BR-AL	Affordable	0	Occupied		01/14/2021	01/14/2021	01/13/2022	1,792.00	RESIDENT MLS	0.00	365.00	609.00	688.00	0.00
										RESIDENT RENT	544.00	0.00			
										SUBSIDY SUBRENT	1,248.00	0.00	1,248.00	0.00	0.00
1303	AL Lg Bdr	N/A	0	Vacant	VACANT				2,253.00		0.00	365.00			
1304	0BR Studio	N/A	0	Occupied		09/24/2015	09/24/2015	09/23/2016	1,183.00	RESIDENT MLS	0.00	365.00	1,465.00	1,095.00	0.00
										RESIDENT RENT	1,100.00	0.00			
1305	0BR Studio	Affordable	0	Occupied		10/19/2020	10/19/2020	10/18/2021	1,103.00	RESIDENT MLS	0.00	365.00	904.00	897.00	0.00
										RESIDENT RENT	539.00	0.00			
										SUBSIDY SUBRENT	564.00	0.00	564.00	0.00	0.00
1306	Studio	N/A	0	Occupied		12/08/2020	12/08/2020	12/07/2021	1,594.00	RESIDENT MLS	0.00	365.00	1,365.00	1,315.00	0.00
										RESIDENT RENT	1,000.00	0.00			
1307	Deluxe Stu	N/A	0	Occupied		04/27/2018	04/27/2018	04/26/2019	2,555.00	RESIDENT MLS	0.00	365.00	1,477.00	1,355.00	(1,477.00)
										RESIDENT RENT	1,112.00	0.00			
1308	Deluxe Stu	N/A	0	Occupied		09/20/2013	09/20/2013	09/19/2014	2,585.00	RESIDENT MLS	0.00	365.00	1,477.00	1,282.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1309	AL Lg Bdr	N/A	0	Occupied		09/01/2014	09/01/2014	09/01/2015	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,346.00	0.00
										RESIDENT RENT	1,981.00	0.00			
1401	1 BR-AL	N/A	0	Occupied		10/28/2012	10/28/2012	10/27/2013	1,792.00	RESIDENT MLS	0.00	365.00	607.00	1,375.00	0.00
										RESIDENT RENT	442.00	0.00			
										SUBSIDY SUBRENT	1,350.00	0.00	1,350.00	0.00	0.00
1402	AL Sm Bdrm	Affordable	0	Occupied		12/20/2021	12/20/2021	12/19/2022	2,157.00	RESIDENT MLS	0.00	365.00	2,157.00	2,457.00	0.00
										RESIDENT RENT	1,782.00	0.00			
1403	AL Lg Bdr	N/A	0	Vacant	VACANT				2,253.00		0.00	365.00			
1404	Deluxe Stu	Affordable	0	Occupied		07/30/2021	07/30/2021	07/29/2022	2,660.00	RESIDENT MLS	0.00	365.00	723.00	723.00	0.00
										RESIDENT RENT	358.00	0.00			
										SUBSIDY SUBRENT	625.00	0.00	625.00	0.00	0.00

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New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
1405	Deluxe Stu	N/A	0	Occupied		07/17/2014	07/17/2014	07/16/2015	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,296.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1405	DBR Studio	N/A	0	Occupied		08/07/2012	08/07/2012	05/05/2013	1,105.00	RESIDENT MLC	0.00	365.00	598.00	559.00	3,666.00
										RESIDENT RENT	234.00	0.00			
										SUBSIDY SUBRENT	949.00	0.00	949.00	0.00	(22.00)
1407	DBR Studio	N/A	0	Occupied		04/01/2022	04/01/2022	03/31/2023	1,112.00	RESIDENT MLS	0.00	365.00	1,487.00	1,177.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,112.00	0.00			
1408	DBR Studio	N/A	0	Occupied		05/17/2016	05/17/2016	05/16/2017	1,183.00	RESIDENT MLS	0.00	365.00	985.00	896.00	0.00
										RESIDENT RENT	620.00	0.00			
										SUBSIDY SUBRENT	563.00	0.00	563.00	0.00	6.00
1409	AL Lg Bdr	N/A	0	Occupied		04/06/2017	04/06/2017	04/05/2018	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,768.00	0.00
										RESIDENT RENT	1,981.00	0.00			
1501	1 BR-AL	N/A	0	Occupied		04/17/2019	04/17/2019	04/16/2020	1,792.00	RESIDENT MLS	0.00	365.00	756.00	2,012.00	0.00
										RESIDENT RENT	391.00	0.00			
										SUBSIDY SUBRENT	1,401.00	0.00	1,401.00	0.00	0.00
1502	AL Sm Bdrm	Affordable	0	Occupied		09/27/2019	09/27/2019	09/26/2020	2,079.00	RESIDENT MLS	0.00	365.00	2,177.00	2,069.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,792.00	0.00			
1503	AL Lg Bdr	N/A	0	Occupied		03/28/2016	03/28/2016	03/27/2017	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,081.00	0.00
										RESIDENT RENT	1,981.00	0.00			
1504	DBR Studio	N/A	0	Occupied		05/21/2016	05/21/2016	05/20/2017	1,183.00	RESIDENT MLS	0.00	365.00	679.00	1,317.00	0.00
										RESIDENT RENT	314.00	0.00			
										SUBSIDY SUBRENT	869.00	0.00	869.00	0.00	0.00
1505	DBR Studio	N/A	0	Occupied		02/28/2019	02/28/2019	02/27/2020	1,183.00	RESIDENT MLS	0.00	365.00	684.00	654.00	684.00
										RESIDENT RENT	319.00	0.00			

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details

details																
Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance	
									SUBSIDY	SUBRENT	664.00	0.00	664.00	0.00	0.00	
1506	OBR Studio	N/A	0	Occupied		08/15/2011	08/15/2011	08/14/2012	1,183.00	RESIDENT MLS	0.00	365.00	607.00	587.00	(655.00)	
										RESIDENT RENT	242.00	0.00			8.00	
										SUBSIDY	SUBRENT	941.00	0.00	941.00	0.00	8.00
1507	OBR Studio	N/A	0	Occupied		08/04/2017	08/04/2017	08/03/2018	1,163.00	RESIDENT MLS	0.00	365.00	846.00	1,355.00	0.00	
										RESIDENT RENT	461.00	0.00				
										SUBSIDY	SUBRENT	702.00	0.00	702.00	0.00	0.00
1508	OBR Studio	N/A	0	Occupied		08/03/2020	08/03/2020	08/02/2021	1,163.00	RESIDENT MLS	0.00	365.00	928.00	912.00	0.00	
										RESIDENT RENT	564.00	0.00				
										SUBSIDY	SUBRENT	619.00	0.00	619.00	0.00	50.00
1509	AL Lg Bdr	N/A	0	Occupied		03/04/2019	03/04/2019	04/09/2020	2,253.00	RESIDENT MLS	0.00	365.00	2,345.00	2,191.00	0.00	
										RESIDENT RENT	1,981.00	0.00				
1601	AL Sm Bdrm	N/A	0	Occupied		04/16/2013	04/16/2013	04/15/2014	2,075.00	RESIDENT MLS	0.00	365.00	2,157.00	1,880.00	2,452.00	
										RESIDENT RENT	1,792.00	0.00				
1602	AL Sm Bdrm	Affordable	0	Vacant	VACANT				2,075.00		0.00	365.00				
1603	AL Lg Bdr	N/A	0	Occupied		07/23/2020	07/23/2020	07/22/2021	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,253.00	0.00	
										RESIDENT RENT	1,981.00	0.00				
1604	Deluxe Stu	N/A	0	Occupied		04/26/2016	04/26/2016	04/25/2019	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,355.00	0.00	
										RESIDENT RENT	1,112.00	0.00				
1605	OBR Studio	N/A	0	Occupied		02/10/2021	02/10/2021	02/11/2022	1,163.00	RESIDENT MLS	0.00	365.00	1,024.00	1,008.00	0.00	
										RESIDENT RENT	659.00	0.00				
										SUBSIDY	SUBRENT	524.00	0.00	524.00	0.00	0.00
1606	OBR Studio	N/A	0	Occupied		06/18/2009	06/18/2009	06/17/2010	1,185.00	RESIDENT MLS	0.00	365.00	722.00	688.00	0.00	
										RESIDENT RENT	357.00	0.00				
										SUBSIDY	SUBRENT	826.00	0.00	826.00	0.00	0.00
1607	OBR Studio	N/A	0	Occupied		10/25/2018	10/25/2018	10/24/2019	1,183.00	RESIDENT MLS	0.00	365.00	1,155.00	1,124.00	0.00	
										RESIDENT RENT	790.00	0.00				

* Indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
									SUBSIDY	SUBRENT	393.00	0.00	393.00	0.00	0.00
1608	DBR Studio	N/A	0	Occupied		11/29/2021	11/29/2021	11/25/2022	1,163.00	RESIDENT MLS	0.00	395.00	780.00	760.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	395.00	0.00			
										SUBSIDY SUBRENT	786.00	0.00	786.00	0.00	0.00
1609	AL Lg Bdr	N/A	0	Occupied		04/15/2016	04/15/2016	04/14/2017	2,253.00	RESIDENT MLG	0.00	365.00	2,346.00	2,081.00	0.00
										RESIDENT RENT	1,961.00	0.00			
1701	AL Sm Bdrm	N/A	0	Occupied		06/02/2017	06/02/2017	06/01/2018	2,079.00	RESIDENT MLS	0.00	365.00	2,157.00	1,856.00	0.00
										RESIDENT RENT	1,792.00	0.00			
1702	AL Sm Bdrm	Affordable	0	Vacant	VACANT						2,079.00	0.00	365.00		
1703	AL Lg Bdr	N/A	0	Occupied		06/06/2021	06/06/2021	06/05/2022	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,346.00	0.00
										RESIDENT RENT	1,981.00	0.00			
1704	Deluxe Stu	N/A	0	Occupied		03/20/2012	03/20/2012	03/19/2013	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,250.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1705	DBR Studio	N/A	0	Occupied		11/16/2020	11/16/2020	11/15/2021	1,183.00	RESIDENT MLS	0.00	365.00	759.00	723.00	0.00
										RESIDENT RENT	394.00	0.00			
										SUBSIDY SUBRENT	769.00	0.00	769.00	0.00	0.00
1706	DBR Studio	N/A	0	Occupied		06/28/2021	06/28/2021	06/27/2022	1,183.00	RESIDENT MLS	0.00	565.00	964.00	964.00	(964.00)
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	579.00	0.00			
										SUBSIDY SUBRENT	604.00	0.00	604.00	0.00	0.00
1707	DBR Studio	N/A	0	Occupied		09/16/2016	09/16/2016	09/17/2019	1,183.00	RESIDENT MLS	0.00	365.00	1,083.00	1,324.00	0.00
										RESIDENT RENT	718.00	0.00			
										SUBSIDY SUBRENT	465.00	0.00	465.00	0.00	0.00
1708	DBR Studio	N/A	0	Vacant-Leased	VACANT						1,183.00	0.00	0.00		
		N/A		Applicant		05/01/2022	05/01/2022	04/30/2023		RESIDENT MLS	0.00	365.00	951.00	0.00	0.00
										RESIDENT PARKING	0.00	20.00			

* Indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:
details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
										RESIDENT RENT	566.00 *	0.00 *			
										SUBSIDY SUBRENT	617.00 *	0.00 *	617.00 *	0.00	0.00
1709	AL Lg Bdr	N/A	0	Occupied		04/29/2021	04/29/2021	04/28/2022	3,023.00	RESIDENT MLS	0.00	730.00	2,731.00	2,688.00	(730.00)
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,981.00	0.00			
1801	AL Sm Bdrm	N/A	0	Occupied		06/14/2021	06/14/2021	06/13/2022	2,117.00	RESIDENT MLS	0.00	385.00	2,157.00	2,117.00	2,157.00
										RESIDENT RENT	1,792.00	0.00			
1802	AL Sm Bdrm	N/A	0	Vacant	VACANT				2,079.00		0.00 *	365.00 *			
1803	AL Lg Bdr	N/A	0	Occupied		09/01/2016	09/01/2016	09/01/2017	2,253.00	RESIDENT MLS	0.00	385.00	2,348.00	2,130.00	0.00
										RESIDENT RENT	1,981.00	0.00			
1804	DBR Studio	N/A	0	Occupied		11/21/2019	11/21/2019	11/20/2020	1,443.00	RESIDENT MLS	0.00	385.00	1,497.00	1,721.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,112.00	0.00			
1805	Deluxe Stu	N/A	0	Occupied		10/09/2006	10/09/2006	10/07/2009	2,565.00	RESIDENT MLS	0.00	385.00	1,477.00	1,150.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1806	DBR Studio	N/A	0	Occupied		09/04/2016	09/04/2016	09/03/2019	1,183.00	RESIDENT MLS	0.00	365.00	852.00	0.00	(852.00)
										RESIDENT RENT	487.00	0.00			
										SUBSIDY SUBRENT	696.00	0.00	696.00	0.00	0.00
1807	DBR Studio	N/A	0	Occupied		09/18/2021	09/18/2021	09/17/2022	1,112.00	RESIDENT MLS	0.00	305.00	1,407.00	1,477.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,112.00	0.00			
1808	Deluxe Stu	N/A	0	Occupied		11/02/2020	11/02/2020	11/01/2021	2,565.00	RESIDENT MLS	0.00	385.00	1,477.00	1,453.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1809	AL Lg Bdr	N/A	0	Occupied		10/20/2014	10/20/2014	10/18/2015	2,253.00	RESIDENT MLS	0.00	365.00	2,346.00	2,048.00	2,346.00
										RESIDENT RENT	1,981.00	0.00			
1901	DBR Studio	Affordable	0	Occupied		07/15/2016	07/15/2016	07/14/2017	1,183.00	RESIDENT MLS	0.00	365.00	773.00	1,345.00	0.00

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details															
Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
1902	OBR Studio	N/A	0	Occupied		11/25/2019 04/30/2022	11/25/2019	11/24/2020	1,183.00	RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	386.00	0.00			
										SUBSIDY SUBRENT	795.00	0.00	795.00	0.00	0.00
										RESIDENT MLS	0.00	365.00	876.00	0.00	0.00
										RESIDENT PARKING	0.00	20.00			
1903	OBR Studio	N/A	0	Occupied		12/29/2017	12/29/2017	12/28/2019	1,277.00	RESIDENT RENT	491.00	0.00			
										SUBSIDY SUBRENT	692.00	0.00	692.00	0.00	0.00
										RESIDENT MLS	0.00	365.00	1,385.00	1,217.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,000.00	0.00			
1904	OBR Studio	N/A	0	Occupied		05/18/2020	05/18/2020	05/17/2021	1,443.00	RESIDENT MLS	0.00	365.00	1,477.00	1,421.00	0.00
										RESIDENT RENT	1,112.00	0.00			
										RESIDENT PARKING	0.00	20.00			
1905	OBR Studio	N/A	0	Occupied		05/27/2015	05/27/2015	05/26/2016	1,183.00	RESIDENT MLS	0.00	365.00	907.00	1,296.00	0.00
										RESIDENT RENT	542.00	0.00			
										SUBSIDY SUBRENT	641.00	0.00	641.00	0.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	524.00	0.00			
1906	OBR Studio	N/A	0	Occupied		09/08/2021	09/08/2021	09/07/2022	1,183.00	RESIDENT MLS	0.00	365.00	889.00	889.00	0.00
										RESIDENT RENT	659.00	0.00	659.00	0.00	0.00
										SUBSIDY SUBRENT	641.00	0.00	641.00	0.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	524.00	0.00			
1907	Deluxe Stu	N/A	0	Occupied		11/22/2011	11/22/2011	11/21/2012	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,260.00	0.00
										RESIDENT RENT	1,112.00	0.00			
										SUBSIDY SUBRENT	659.00	0.00	659.00	0.00	0.00
1908	OBR Studio	N/A	0	Occupied		03/07/2018	03/07/2018	03/06/2019	1,183.00	RESIDENT MLS	0.00	365.00	1,132.00	1,051.00	(1,132.00)
										RESIDENT RENT	747.00	0.00			
										SUBSIDY SUBRENT	436.00	0.00	436.00	0.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	747.00	0.00			
1909	OBR Studio	N/A	0	Occupied		02/17/2017	02/17/2017	02/16/2018	1,183.00	RESIDENT MLS	0.00	365.00	784.00	682.00	0.00
										RESIDENT RENT	419.00	0.00			
										SUBSIDY SUBRENT	764.00	0.00	764.00	0.00	0.00
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	419.00	0.00			

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
1910	Deluxe Stu	N/A	0	Occupied		02/25/2008	02/25/2009	02/24/2010	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,150.00	0.00
										RESIDENT RENT	1,112.00	0.00			
1911	OBR Studio	N/A	0	Occupied		01/25/2021	01/25/2021	01/24/2022	1,183.00	RESIDENT MLS	0.00	365.00	749.00	723.00	0.00
										RESIDENT RENT	364.00	0.00			
										SUBSIDY SUBRENT	799.00	0.00	799.00	0.00	0.00
2001	OBR Studio	N/A	0	Occupied		04/03/2019	04/03/2019	04/02/2020	1,183.00	RESIDENT MLS	0.00	365.00	1,046.00	974.00	29.00
										RESIDENT RENT	661.00	0.00			
										SUBSIDY SUBRENT	502.00	0.00	502.00	0.00	0.00
2002	OBR Studio	N/A	0	Vacant	VACANT				1,183.00		0.00 *	0.00 *			
2003	OBR Studio	N/A	0	Occupied		02/02/2022	02/02/2022	02/01/2023	1,443.00	RESIDENT MLS	0.00	365.00	1,385.00	1,365.00	(1,147.86)
										RESIDENT PARKING	0.00	20.00			
										RESIDENT RENT	1,000.00	0.00			
2004	Deluxe Stu	N/A	0	Occupied		10/31/2018	10/31/2018	10/30/2019	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	1,382.00	0.00
										RESIDENT RENT	1,112.00	0.00			
2005	OBR Studio	N/A	0	Occupied		12/31/2014	12/31/2014	12/30/2015	1,183.00	RESIDENT MLS	0.00	365.00	1,025.00	908.00	684.00
										RESIDENT RENT	660.00	0.00			
										SUBSIDY SUBRENT	523.00	0.00	523.00	0.00	0.00
2006	Studio	N/A	0	Occupied		11/09/2015	11/09/2015	11/08/2016	1,365.00	RESIDENT MLS	0.00	365.00	1,365.00	1,162.00	(75.00)
										RESIDENT RENT	1,000.00	0.00			
2007	Deluxe Stu	N/A	0	Occupied		09/01/2018	09/01/2018	09/31/2019	2,505.00	RESIDENT MLS	0.00	305.00	1,477.00	1,382.00	0.00
										RESIDENT RENT	1,112.00	0.00			
2008	OBR Studio	N/A	0	Occupied		10/29/2021	10/29/2021	10/28/2022	1,183.00	RESIDENT MLS	0.00	305.00	888.00	866.00	0.00
										RESIDENT RENT	523.00	0.00			
										SUBSIDY SUBRENT	660.00	0.00	660.00	0.00	0.00
2009	OBR Studio	N/A	0	Vacant-Leased	VACANT				1,183.00		0.00 *	0.00 *			
		N/A		Applicant		06/27/2022	06/27/2022	06/26/2023			0.00 *	0.00 *	0.00 *	0.00	0.00

* Indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details														
Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand balance
2010	Deluxe Stu	N/A	0	Occupied		11/18/2005	11/18/2005	11/17/2006	2,565.00	RESIDENT MLS	0.00	365.00	1,477.00	973.00 0.00
										RESIDENT RENT	1,112.00	0.00		
2011	OBR Studio	N/A	0	Occupied		03/22/2018	03/22/2018	03/21/2019	1,183.00	RESIDENT MLG	0.00	266.00	637.00	676.00 (5.00)
										RESIDENT PARKING	0.00	20.00		
										RESIDENT RENT	252.00	0.00		
										SUBSIDY SUBRENT	931.00	0.00	931.00	0.00 5.00
									297,515.00		201,010.00	54,725.00	256,246.00	182,015.00
totals:														

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 04/30/2022

Parameters:

Amt / SQFT: Market = 0 SQFT; Leased = 0 SQFT:

Floorplan	# Units	Average SQFT	Average Leased	Leased Amt / SQFT	Units Occupied	Occupancy %	Units Available
CBR Studio	84	0	1,204.95	1,170.85	0.00	74	88.10
1 BR-AL	13	0	1,838.31	1,792.00	0.00	9	69.23
AL Deluxe	10	0	1,461.60	1,235.29	0.00	7	70.00
AL Lg Bdr	25	0	2,287.00	1,981.00	0.00	20	80.00
AL Sm Bdrm	24	0	2,096.50	1,792.00	0.00	15	62.50
AL Studio	3	0	1,440.67	1,100.00	0.00	3	100.00
Deluxe Stu	17	0	2,506.59	1,116.18	0.00	17	100.00
Studio	2	0	1,680.00	1,000.00	0.00	2	100.00
totals / averages:	178	0	1,671.43	1,375.46	0.00	147	82.58

occupancy and rents summary for current date

unit status	# units	potential rent
Occupied, no NTV	243,245.00	147
Occupied, NTV	0	-
Occupied NTV Leased	0	-
Vacant Leased	5,341.00	4
Admin/Down	0	-
Vacant Not Leased	48,929.00	27
totals:	297,515.00	178

summary billing by sub journal for current date

sub journal	amount
RESIDENT	200,201.00
SUBSIDY	56,737.00
total:	256,938.00

summary billing by transaction code for current date

code	amount
MLS	54,385.00

OneSite Rents v3.0
05/04/2022 8:59:47AM

New Haven Jewish Community Council Housing Corp. - Tower One
RENT ROLL DETAIL
As of 04/30/2022

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Parameters:

summary billing by transaction code for current date

code	amount
PARKING	360.00
RENT	145,456.00
SUBRENT	56,737.00
total:	256,938.00

New Haven Jewish Community Council Housing Corp. - Tower East
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
0151	1B 1B	N/A	0	Occupied		06/19/2015	06/19/2015	06/18/2016	1,988.00	RESIDENT RENT	189.00	0.00	189.00	256.00	(41.00)
0152	1B 1B	N/A	0	Occupied		06/04/2007	06/04/2007	06/03/2008	1,988.00	RESIDENT RENT	276.00	0.00	276.00	180.00	0.00
0153	1B 1B	N/A	0	Occupied		10/24/2014	10/24/2014	10/23/2015	1,988.00	RESIDENT RENT	142.00	0.00	142.00	212.00	0.00
0154	1B 1B	N/A	0	Occupied		07/01/2013	07/01/2013	06/30/2014	1,988.00	RESIDENT RENT	242.00	0.00	242.00	310.00	(93.00)
0155	1B 1B	N/A	0	Occupied		11/25/2013	11/25/2013	11/24/2014	1,988.00	RESIDENT RENT	31.00	0.00	31.00	209.00	0.00
0156	1B 1B	N/A	0	Occupied		04/09/2019	04/09/2019	04/08/2020	1,988.00	RESIDENT PARKING	0.00	20.00	20.00	298.00	0.00
										RESIDENT RENT	240.00	0.00			
0157	1B 1B	N/A	0	Vacant	VACANT				1,988.00		0.00	0.00			
0158	1B 1B	N/A	0	Occupied		05/15/2014	05/15/2014	05/14/2015	1,988.00	RESIDENT PARKING	0.00	20.00	159.00	187.00	0.00
										RESIDENT RENT	149.00	0.00			
0159	2B 1B	N/A	0	Occupied		09/23/2021	09/23/2021	09/22/2022	2,376.00	RESIDENT RENT	248.00	0.00	248.00	248.00	0.00
0160	1B 1B	N/A	0	Occupied		02/11/2019	02/11/2019	02/10/2020	1,988.00	RESIDENT RENT	395.00	0.00	395.00	855.00	395.00
0161	1B 1B	N/A	0	Occupied		01/18/2022	01/18/2022	01/17/2023	1,988.00	RESIDENT RENT	237.00	0.00	237.00	323.00	0.00
0162	1B 1B	N/A	0	Occupied		09/12/2019	09/12/2019	09/11/2020	1,988.00	RESIDENT RENT	139.00	0.00	139.00	156.00	0.00
0163	1B 1B	N/A	0	Occupied		11/01/2016	11/01/2016	10/31/2017	1,988.00	RESIDENT RENT	148.00	0.00	148.00	153.00	0.00
0164	1B 1B	N/A	0	Occupied		03/06/2020	03/06/2020	03/05/2021	1,988.00	RESIDENT PARKING	0.00	20.00	342.00	379.00	0.00
										RESIDENT RENT	322.00	0.00			
0165	1B 1B	N/A	0	Occupied		07/09/2018	07/09/2018	07/08/2019	1,988.00	RESIDENT PARKING	0.00	20.00	203.00	554.00	0.00
										RESIDENT RENT	183.00	0.00			
0251	1B 1B	N/A	0	Occupied		10/04/2018	10/04/2018	10/03/2019	1,988.00	RESIDENT RENT	148.00	0.00	148.00	225.00	(28.00)
0252	1B 1B	N/A	0	Vacant-Leased	VACANT				1,988.00		0.00	0.00			
		N/A		Applicant						RESIDENT RENT	240.00	0.00	240.00	0.00	0.00
0253	1B 1B	N/A	0	Occupied		06/01/2022	06/01/2022	05/31/2023	1,988.00	RESIDENT PARKING	0.00	20.00	196.00	248.00	1.00
						12/28/2018	12/28/2018	12/27/2019	1,988.00	RESIDENT RENT	178.00	0.00			
0254	1B 1B	N/A	0	Occupied		10/04/2021	10/04/2021	10/03/2022	1,988.00	RESIDENT RENT	207.00	0.00	207.00	207.00	0.00
0255	1B 1B	N/A	0	Occupied		05/15/2020	05/15/2020	05/14/2021	1,988.00	RESIDENT PARKING	0.00	20.00	367.00	381.00	0.00

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower East
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
0256	1B 1B	N/A	0	Occupied		11/27/2017	11/27/2017	11/26/2016	1,988 00	RESIDENT RENT	347 00	0 00	230 00	295 00	0 00
										RESIDENT PARKING	0 00	20 00			
0257	1B 1B	N/A	0	Occupied		05/01/2017	05/01/2017	05/03/2018	1,988 00	RESIDENT RENT	168 00	0 00	168 00	672 00	0 00
0258	1B 1B	N/A	0	Occupied		05/04/2012	05/04/2012	05/04/2013	1,988 00	RESIDENT RENT	274 00	0 00	274 00	185 00	0 00
0259	2B 1B	N/A	0	Occupied		11/02/2007	11/02/2007	11/09/2008	2,376 00	RESIDENT RENT	467 00	0 00	467 00	400 00	0 00
0260	1B 1B	N/A	0	Occupied		04/21/2017	04/21/2017	04/20/2018	1,988 00	RESIDENT PARKING	0 00	20 00	473 00	520 00	0 00
										RESIDENT RENT	453 00	0 00			
0261	1B 1B	N/A	0	Occupied		06/13/2020	06/13/2020	06/12/2021	1,988 00	RESIDENT RENT	142 00	0 00	142 00	221 00	284 00
0262	1B 1B	N/A	0	Occupied		09/21/2020	09/21/2020	09/20/2021	1,988 00	RESIDENT RENT	411 00	0 00	411 00	483 00	0 00
0263	1B 1B	N/A	0	Occupied		08/10/2009	08/10/2009	08/10/2010	1,988 00	RESIDENT RENT	317 00	0 00	317 00	327 00	0 00
0264	1B 1B	N/A	0	Occupied		01/28/2005	01/01/2005	12/31/2006	1,988 00	RESIDENT RENT	216 00	0 00	216 00	185 00	0 00
0265	1B 1B	N/A	0	Occupied		12/12/2016	12/12/2016	12/11/2017	1,988 00	RESIDENT RENT	474 00	0 00	474 00	503 00	0 00
0351	1B 1B	N/A	0	Occupied		10/16/2013	10/16/2013	10/15/2014	1,988 00	RESIDENT RENT	494 00	0 00	494 00	390 00	0 00
0352	1B 1B	N/A	0	Occupied		06/23/2017	06/23/2017	06/22/2018	1,988 00	RESIDENT PARKING	0 00	20 00	240 00	292 00	0 00
										RESIDENT RENT	220 00	0 00			
0353	1B 1B	N/A	0	Occupied		07/17/2013	07/17/2013	07/16/2014	1,988 00	RESIDENT RENT	191 00	0 00	191 00	404 00	0 00
0354	1B 1B	N/A	0	Occupied		09/12/2018	09/12/2018	09/11/2019	1,988 00	RESIDENT RENT	364 00	0 00	364 00	597 00	0 00
0355	1B 1B	N/A	0	Occupied		05/29/2019	05/29/2019	05/28/2020	1,988 00	RESIDENT RENT	148 00	0 00	148 00	227 00	0 00
0356	1B 1B	N/A	0	Occupied		10/22/2013	10/22/2013	10/21/2014	1,988 00	RESIDENT RENT	386 00	0 00	386 00	388 00	0 00
0357	1B 1B	N/A	0	Occupied		04/11/2022	04/11/2022	04/10/2023	1,988 00	RESIDENT RENT	456 00	0 00	456 00	542 00	0 00
0358	1B 1B	N/A	0	Occupied		02/27/2020	02/27/2020	02/26/2021	1,988 00	RESIDENT RENT	282 00	0 00	282 00	342 00	0 00
0359	2B 1B	N/A	0	Occupied		11/15/2021	11/15/2021	11/14/2022	2,376 00	RESIDENT RENT	423 00	0 00	423 00	793 00	0 00

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RENT ROLL DETAIL

As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
0360	1B 1B	N/A	0	Occupied		08/13/2021	08/13/2021	08/12/2022	1,988.00	RESIDENT RENT	295.00	0.00	295.00	295.00	0.00
0361	1B 1B	N/A	0	Occupied		01/25/2016	01/26/2016	01/25/2017	1,988.00	RESIDENT RENT	428.00	0.00	428.00	448.00	0.00
0362	1B 1B	N/A	0	Occupied		04/02/2020	04/02/2020	04/01/2021	1,900.00	RESIDENT PARKING	0.00	20.00	480.00	605.00	253.00
										RESIDENT RENT	478.00	0.00			
0363	1B 1B	N/A	0	Occupied		03/03/2021	03/03/2021	03/02/2022	1,988.00	RESIDENT RENT	520.00	0.00	520.00	575.00	0.00
0364	1B 1B	N/A	0	Occupied		11/14/1995	11/01/2005	10/31/2000	1,900.00	RESIDENT RENT	142.00	0.00	142.00	320.00	0.00
0365	1B 1B	N/A	0	Occupied		05/28/2019	05/28/2019	05/27/2020	1,988.00	RESIDENT RENT	535.00	0.00	535.00	498.00	0.00
0451	1B 1B	N/A	0	Occupied		08/15/2018	08/15/2018	08/14/2019	1,988.00	RESIDENT RENT	436.00	0.00	436.00	506.00	0.00
0452	1B 1B	N/A	0	Occupied		04/25/2022	04/25/2022	04/24/2023	1,988.00	RESIDENT PARKING	0.00	20.00	551.00	385.00	0.00
										RESIDENT RENT	531.00	0.00			
0453	1B 1B	N/A	0	Occupied		04/05/2021	04/05/2021	04/04/2022	1,988.00	RESIDENT RENT	297.00	0.00	297.00	361.00	(21.00)
0454	1B 1B	N/A	0	Occupied		03/06/2018	03/06/2018	03/05/2019	1,988.00	RESIDENT RENT	163.00	0.00	163.00	221.00	0.00
0455	1B 1B	N/A	0	Occupied		03/21/2022	03/21/2022	03/20/2023	1,988.00	RESIDENT RENT	303.00	0.00	303.00	369.00	0.00
0456	1B 1B	N/A	0	Occupied		08/22/2017	08/22/2017	08/21/2018	1,988.00	RESIDENT RENT	251.00	0.00	251.00	311.00	0.00
0457	1B 1B	N/A	0	Occupied		03/16/2021	03/16/2021	03/15/2022	1,988.00	RESIDENT RENT	545.00	0.00	545.00	595.00	0.00
0458	1B 1B	N/A	0	Occupied		02/03/2020	02/03/2020	02/02/2021	1,988.00	RESIDENT RENT	430.00	0.00	430.00	464.00	75.00
0459	2B 1B	N/A	0	Occupied		02/29/2016	02/29/2016	02/28/2017	2,376.00	RESIDENT RENT	184.00	0.00	184.00	246.00	34.00
0460	1B 1B	N/A	0	Occupied		05/18/2016	05/18/2016	05/17/2017	1,900.00	RESIDENT RENT	81.00	0.00	81.00	128.00	0.00
0461	1B 1B	N/A	0	Occupied		01/28/2014	01/28/2014	01/27/2015	1,588.00	RESIDENT RENT	145.00	0.00	145.00	184.00	0.00
0462	1B 1B	N/A	0	Occupied		08/31/2018	08/31/2018	08/30/2019	1,988.00	RESIDENT RENT	352.00	0.00	352.00	417.00	0.00
0463	1B 1B	N/A	0	Vacant	VACANT				1,988.00		0.00	0.00			
0464	1B 1B	N/A	0	Occupied		11/26/2018	11/26/2018	11/25/2019	1,988.00	RESIDENT RENT	389.00	0.00	389.00	218.00	0.00
0465	1B 1B	N/A	0	Occupied		11/09/2020	11/09/2020	11/08/2021	1,988.00	RESIDENT RENT	298.00	0.00	298.00	679.00	(4.00)
0551	1B 1B	N/A	0	Occupied		08/17/2018	08/17/2018	08/16/2019	1,988.00	RESIDENT RENT	409.00	0.00	409.00	180.00	0.00

* indicates amounts not included in detail totals

New Haven Jewish Community Council Housing Corp. - Tower East
RENT ROLL DETAIL
As of 04/30/2022

Parameters:
details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
0552	1B 1B	N/A	0	Occupied		01/27/2017	01/27/2017	01/26/2018	1,986 00	RESIDENT RENT	107 00	0 00	107 00	213 00	(107 00)
0553	1B 1B	N/A	0	Occupied		04/01/2022	04/01/2022	03/31/2023	1,986 00	RESIDENT RENT	210 00	0 00	210 00	296 00	0 00
0554	1B 1B	N/A	0	Occupied		04/01/2022	04/01/2022	03/24/2020	1,986 00	RESIDENT RENT	150 00	0 00	150 00	221 00	0 00
0555	1B 1B	N/A	0	Occupied		04/16/2021	04/16/2021	04/15/2022	1,986 00	RESIDENT PARKING	0 00	20 00	184 00	276 00	0 00
										RESIDENT RENT	174 00	0 00			
0556	1B 1B	N/A	0	Occupied		12/01/2017	12/01/2017	11/30/2018	1,986 00	RESIDENT RENT	318 00	0 00	318 00	374 00	0 00
0557	1B 1B	N/A	0	Occupied		00/29/2010	00/29/2010	00/29/2011	1,986 00	RESIDENT RENT	539 00	0 00	560 00	677 00	0 00
0558	1B 1B	N/A	0	Occupied		08/05/2014	08/05/2014	08/04/2015	1,986 00	RESIDENT RENT	346 00	0 00	346 00	366 00	0 00
0559	2B 1B	N/A	0	Occupied		07/10/2012	07/10/2012	07/09/2013	2,376 00	RESIDENT PARKING	0 00	20 00	203 00	230 00	0 00
										RESIDENT RENT	243 00	0 00			
0560	1B 1B	N/A	0	Occupied		05/16/2019	05/16/2019	05/15/2020	1,986 00	RESIDENT RENT	463 00	0 00	463 00	537 00	0 00
0561	1B 1B	N/A	0	Occupied		11/30/2020	11/30/2020	11/29/2021	1,986 00	RESIDENT RENT	280 00	0 00	280 00	372 00	0 00
0562	1B 1B	N/A	0	Occupied		06/17/2009	06/17/2009	06/17/2010	1,986 00	RESIDENT RENT	220 00	0 00	220 00	235 00	0 00
0563	1B 1B	N/A	0	Occupied		09/03/2019	09/03/2019	09/02/2020	1,986 00	RESIDENT RENT	297 00	0 00	297 00	672 00	0 00
0564	1B 1B	N/A	0	Occupied		06/26/2015	06/26/2015	06/25/2016	1,986 00	RESIDENT PARKING	0 00	20 00	386 00	717 00	0 00
										RESIDENT RENT	366 00	0 00			
0565	1B 1B	N/A	0	Occupied		06/12/2020	06/12/2020	06/12/2021	1,986 00	RESIDENT RENT	303 00	0 00	303 00	663 00	303 00
0561	1B 1B	N/A	0	Occupied		12/04/2012	12/04/2012	12/03/2013	1,986 00	RESIDENT RENT	365 00	0 00	365 00	73 00	0 00
0562	1B 1B	N/A	0	Occupied		02/21/2020	02/21/2020	02/15/2021	1,986 00	RESIDENT RENT	142 00	0 00	142 00	604 00	242 00
0563	1B 1B	N/A	0	Occupied		03/16/2011	03/16/2011	03/15/2012	1,986 00	RESIDENT RENT	586 00	0 00	586 00	575 00	0 00
0564	1B 1B	N/A	0	Occupied		01/26/2022	01/26/2022	01/25/2023	1,986 00	RESIDENT PARKING	0 00	20 00	443 00	508 00	0 00
										RESIDENT RENT	423 00	0 00			
0565	1B 1B	N/A	0	Occupied		07/17/2007	07/17/2007	07/19/2008	1,986 00	RESIDENT RENT	364 00	0 00	364 00	414 00	0 00

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New Haven Jewish Community Council Housing Corp. - Tower East
RENT ROLL DETAIL
As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/ Credits	Total Billing	Dep On Hand	balance
0656	1B 1B	N/A	0	Occupied		07/27/2017	07/27/2017	07/25/2018	1,988.00	RESIDENT RENT	173.00	0.00	173.00	493.00	0.00
0657	1B 1B	N/A	0	Occupied		05/08/2015	05/08/2015	05/07/2016	1,988.00	RESIDENT RENT	563.00	0.00	563.00	584.00	0.00
0658	1B 1B	N/A	0	Occupied		07/14/2017	07/14/2017	07/13/2018	1,066.00	RESIDENT RENT	281.00	0.00	281.00	042.00	0.00
0659	2B 1B	N/A	0	Occupied		06/26/2020	06/26/2020	06/25/2021	2,376.00	RESIDENT RENT	248.00	0.00	248.00	343.00	0.00
0660	1B 1B	N/A	0	Occupied		12/28/2020	12/28/2020	12/27/2021	1,988.00	RESIDENT RENT	395.00	0.00	395.00	461.00	0.00
0661	1B 1B	N/A	0	Vacant	VACANT				1,988.00		0.00	0.00			
0662	1B 1B	N/A	0	Occupied		08/21/2011	08/21/2011	09/20/2012	1,988.00	RESIDENT RENT	695.00	0.00	695.00	586.00	0.00
0663	1B 1B	N/A	0	Occupied		02/22/2022	02/22/2022	02/21/2023	1,988.00	RESIDENT PARKING	0.00	20.00	354.00	420.00	0.00
										RESIDENT RENT	334.00	0.00			
0664	1B 1B	N/A	0	Occupied		04/10/2009	04/10/2009	04/10/2010	1,988.00	RESIDENT RENT	325.00	0.00	325.00	355.00	0.00
0665	1B 1B	N/A	0	Occupied		07/27/2000	07/01/2005	06/30/2006	1,988.00	RESIDENT RENT	408.00	0.00	408.00	490.00	0.00
0751	1B 1B	N/A	0	Occupied		01/10/2019	01/10/2019	01/09/2020	1,988.00	RESIDENT RENT	162.00	0.00	162.00	231.00	0.00
0752	1B 1B	N/A	0	Occupied		11/09/2018	11/09/2018	11/08/2019	1,988.00	RESIDENT RENT	538.00	0.00	538.00	337.00	0.00
0753	1B 1B	N/A	0	Occupied		05/16/2003	05/01/2005	04/30/2007	1,988.00	RESIDENT PARKING	0.00	20.00	301.00	230.00	0.00
										RESIDENT RENT	281.00	0.00			
0754	1B 1B	N/A	0	Occupied		07/24/2020	07/24/2020	07/23/2021	1,988.00	RESIDENT RENT	321.00	0.00	321.00	402.00	0.00
0755	1B 1B	N/A	0	Occupied		11/09/2017	11/09/2017	11/08/2018	1,988.00	RESIDENT RENT	164.00	0.00	164.00	291.00	0.00
0756	1B 1B	N/A	0	Occupied		04/29/2019	04/29/2019	04/28/2020	1,988.00	RESIDENT RENT	320.00	0.00	320.00	380.00	0.00
0757	1B 1B	N/A	0	Occupied		08/03/2021	08/03/2021	08/02/2022	1,988.00	RESIDENT RENT	386.00	0.00	386.00	472.00	0.00
0758	1B 1B	N/A	0	Occupied		05/23/2017	05/23/2017	05/22/2018	1,988.00	RESIDENT RENT	485.00	0.00	485.00	526.00	0.00
0759	1B 1B	N/A	0	Occupied		05/31/2002	05/01/2005	04/30/2008	1,988.00	RESIDENT PARKING	0.00	20.00	714.00	245.00	0.00
										RESIDENT RENT	694.00	0.00			
0760	1B 1B	N/A	0	Occupied		12/10/2019	12/10/2019	12/09/2020	1,988.00	RESIDENT RENT	344.00	0.00	344.00	419.00	(1,215.00)
0761	1B 1B	N/A	0	Occupied		05/24/2019	05/24/2019	05/23/2020	1,988.00	RESIDENT RENT	455.00	0.00	455.00	528.00	0.00

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RENT ROLL DETAIL

As of 04/30/2022

Parameters:

details

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
0762	1B 1B	N/A	0	Occupied		07/02/2013	07/02/2013	07/01/2014	1,988.00	RESIDENT RENT	241.00	0.00	241.00	317.00	0.00
0763	1B 1B	N/A	0	Occupied		06/13/2013	06/13/2013	06/12/2014	1,988.00	RESIDENT RENT	93.00	0.00	93.00	208.00	(23.00)
0764	1B 1B	N/A	0	Occupied		10/05/2007	10/05/2007	10/05/2008	1,988.00	RESIDENT RENT	415.00	0.00	415.00	397.00	0.00
0765	1B 1B	N/A	0	Occupied		07/02/2021	07/02/2021	07/01/2022	1,988.00	RESIDENT PARKING	0.00	20.00	234.00	237.00	0.00
										RESIDENT RENT	214.00	0.00			
0851	1B 1B	N/A	0	Occupied		04/01/2018	04/01/2018	04/28/2019	1,988.00	RESIDENT PARKING	0.00	20.00	544.00	844.00	8.00
										RESIDENT RENT	524.00	0.00			
0852	1B 1B	N/A	0	Occupied		02/08/2018	02/08/2018	02/05/2019	1,988.00	RESIDENT RENT	278.00	0.00	278.00	221.00	0.00
0853	1B 1B	N/A	0	Occupied		01/21/2020	01/21/2020	01/20/2021	1,988.00	RESIDENT RENT	636.00	0.00	636.00	878.00	0.00
0854	1B 1B	N/A	0	Occupied		04/23/2013	04/23/2013	04/21/2013	1,988.00	RESIDENT RENT	162.00	0.00	162.00	246.00	0.00
0855	1B 1B	N/A	0	Occupied		05/23/2013	05/23/2013	05/22/2014	1,988.00	RESIDENT PARKING	0.00	20.00	480.00	790.00	0.00
										RESIDENT RENT	460.00	0.00			
0856	1B 1B	N/A	0	Occupied		10/21/2021	10/21/2021	10/20/2022	1,988.00	RESIDENT PARKING	0.00	20.00	258.00	236.00	0.00
										RESIDENT RENT	238.00	0.00			
0857	1B 1B	N/A	0	Occupied		09/14/2012	09/14/2012	09/13/2013	1,988.00	RESIDENT PARKING	0.00	20.00	336.00	637.00	0.00
										RESIDENT RENT	316.00	0.00			
0858	1B 1B	N/A	0	Occupied		04/27/2017	04/27/2017	04/26/2018	1,988.00	RESIDENT RENT	258.00	0.00	258.00	345.00	0.00
0859	1B 1B	N/A	0	Occupied		07/08/2005	07/08/2005	06/30/2006	1,988.00	RESIDENT RENT	139.00	0.00	139.00	150.00	0.00
0851	1B 1B	N/A	0	Occupied		01/28/2021	01/28/2021	01/27/2022	1,988.00	RESIDENT RENT	370.00	0.00	370.00	730.00	0.00
0852	1B 1B	N/A	0	Occupied		03/28/2022	03/28/2022	03/27/2023	1,988.00	RESIDENT PARKING	0.00	20.00	221.00	267.00	0.00
										RESIDENT RENT	201.00	0.00			
0853	1B 1B	N/A	0	Occupied		05/09/2019	05/09/2019	05/08/2020	1,988.00	RESIDENT PARKING	0.00	20.00	424.00	478.00	0.00
										RESIDENT RENT	404.00	0.00			
0854	1B 1B	N/A	0	Occupied		09/01/2015	09/01/2015	08/31/2016	1,988.00	RESIDENT RENT	141.00	0.00	141.00	208.00	0.00
0855	1B 1B	N/A	0	Occupied		02/14/2001	02/14/2006	01/31/2007	1,988.00	RESIDENT RENT	404.00	0.00	404.00	267.00	0.00

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
0956	1B 1B	N/A	0	Occupied		04/05/2016	04/05/2016	04/04/2017	1,988.00	RESIDENT RENT	657.00	0.00	657.00	607.00	0.00
0957	1B 1B	N/A	0	Occupied		06/17/2014	06/17/2014	06/16/2015	1,988.00	RESIDENT RENT	230.00	0.00	230.00	587.00	2.00
0958	1B 1B	N/A	0	Occupied		07/31/2020	07/31/2020	07/30/2021	1,988.00	RESIDENT RENT	173.00	0.00	173.00	255.00	0.00
0959	1B 1B	N/A	0	Occupied		05/14/2021	05/14/2021	05/13/2022	1,988.00	RESIDENT RENT	340.00	0.00	340.00	699.00	0.00
1051	1B 1B	N/A	0	Occupied		04/10/2018	04/10/2018	04/09/2019	1,988.00	RESIDENT RENT	175.00	0.00	175.00	574.00	0.00
1052	1B 1B	N/A	0	Occupied		12/05/2012	12/05/2012	12/05/2013	1,988.00	RESIDENT RENT	230.00	0.00	230.00	246.00	0.00
1053	1B 1B	N/A	0	Occupied		08/14/2016	08/14/2016	08/13/2017	1,988.00	RESIDENT RENT	545.00	0.00	545.00	531.00	0.00
1054	1B 1B	N/A	0	Occupied		12/15/2012	12/15/2012	12/15/2013	1,988.00	RESIDENT RENT	164.00	0.00	164.00	125.00	(17.00)
1055	1B 1B	N/A	0	Occupied		03/22/2021	03/22/2021	03/21/2022	1,988.00	RESIDENT RENT	406.00	0.00	406.00	452.00	0.00
1056	1B 1B	N/A	0	Occupied		12/21/2015	12/21/2015	12/20/2016	1,988.00	RESIDENT UTIL/REIMB	0.00	(61.00)	(61.00)	192.00	(790.00)
1057	1B 1B	N/A	0	Occupied		05/04/2021	05/04/2021	05/03/2022	1,988.00	RESIDENT RENT	146.00	0.00	146.00	234.00	0.00
1058	1B 1B	N/A	0	Occupied		02/07/2007	02/07/2007	02/13/2008	1,988.00	RESIDENT PARKING	0.00	40.00	40.00	304.00	0.00
										RESIDENT RENT	363.00	0.00			
1059	1B 1B	N/A	0	Occupied		07/20/2018	07/20/2018	07/19/2019	1,988.00	RESIDENT PARKING	0.00	20.00	177.00	535.00	0.00
										RESIDENT RENT	157.00	0.00			
1151	1B 1B	N/A	0	Occupied		08/26/2003	08/01/2005	07/31/2006	1,988.00	RESIDENT RENT	142.00	0.00	142.00	81.00	(1.00)
1152	1B 1B	N/A	0	Occupied		11/01/2019	11/01/2019	10/31/2020	1,988.00	RESIDENT RENT	250.00	0.00	250.00	374.00	0.00
1153	1B 1B	N/A	0	Occupied		09/30/2015	09/30/2015	09/29/2016	1,988.00	RESIDENT PARKING	0.00	20.00	861.00	696.00	0.00
										RESIDENT RENT	641.00	0.00			
1154	1B 1B	N/A	0	Occupied		07/15/2020	07/15/2020	07/14/2021	1,988.00	RESIDENT RENT	146.00	0.00	146.00	50.00	0.00
1155	1B 1B	N/A	0	Occupied		05/17/2021	05/17/2021	05/16/2022	1,988.00	RESIDENT RENT	363.00	0.00	363.00	449.00	0.00
1156	1B 1B	N/A	0	Occupied		01/29/2021	01/29/2021	01/28/2022	1,988.00	RESIDENT PARKING	0.00	20.00	459.00	749.00	20.00
										RESIDENT RENT	439.00	0.00			
1157	1B 1B	N/A	0	Occupied		12/11/2020	12/11/2020	12/10/2021	1,988.00	RESIDENT RENT	563.00	0.00	563.00	967.00	0.00

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 04/30/2022

Parameters:

Unit	Floorplan	unit designation	SQFT	Unit/Lease Status	Name	Move-In Move-Out	Lease Start	Lease End	Sub Journal	Trans Code	Lease Rent	Other Charges/Credits	Total Billing	Dep On Hand	balance
1158	1B 1B	N/A	0	Occupied		02/26/2021	02/28/2021	02/25/2022	1,988.00	RESIDENT RENT	282.00	0.00	282.00	347.00	0.00
1159	1B 1B	N/A	0	Occupied		11/19/2007	11/19/2007	11/19/2008	1,988.00	RESIDENT PARKING	0.00	20.00	54.00	168.00	0.00
										RESIDENT RENT	14.00	0.00			
1251	1B 1B	N/A	0	Occupied		07/19/2016	07/19/2018	07/18/2019	1,988.00	RESIDENT RENT	118.00	0.00	118.00	178.00	104.00
1252	1B 1B	N/A	0	Occupied		02/21/2019	02/21/2019	02/20/2020	1,988.00	RESIDENT RENT	385.00	0.00	385.00	182.00	0.00
1253	1B 1B	N/A	0	Occupied		03/05/2015	03/08/2015	03/05/2016	1,988.00	RESIDENT RENT	351.00	0.00	351.00	456.00	0.00
1254	1B 1B	N/A	0	Occupied		08/04/2012	08/04/2012	08/03/2013	1,988.00	RESIDENT PARKING	0.00	20.00	304.00	625.00	0.00
										RESIDENT RENT	284.00	0.00			
1255	1B 1B	N/A	0	Occupied		11/09/2020	11/09/2020	11/08/2021	1,988.00	RESIDENT RENT	178.00	0.00	178.00	282.00	4.00
1256	1B 1B	N/A	0	Occupied		05/12/2017	05/12/2017	05/11/2018	1,988.00	RESIDENT RENT	170.00	0.00	170.00	232.00	0.00
1257	1B 1B	N/A	0	Occupied		05/05/2004	05/01/2005	04/30/2006	1,988.00	RESIDENT RENT	477.00	0.00	477.00	346.00	0.00
1258	1B 1B	N/A	0	Occupied		03/04/2021	03/04/2021	03/03/2022	1,988.00	RESIDENT RENT	248.00	0.00	248.00	315.00	0.00
1259	1B 1B	N/A	0	Occupied		08/29/2018	08/29/2018	08/28/2019	1,988.00	RESIDENT RENT	533.00	0.00	533.00	585.00	0.00
totals:									300,628.00		45,415.00	578.00	45,994.00	57,155.00	

* indicates amounts not included in detail totals

RENT ROLL DETAIL

As of 04/30/2022

Parameters:

Amt / SQFT: Market = 0 SQFT; Leased = 0 SQFT:

Floorplan	# Units	Average SQFT	Average Leased	Leased Amt / SQFT	Units Occupied	Occupancy %	Units Available
1B 1B	144	0	1,988.00	311.44	0.00	140	97.22
2B 1B	6	0	2,376.00	302.17	0.00	6	100.00
totals / averages:	150	0	2,003.52	311.06	0.00	146	97.33

occupancy and rents summary for current date

unit status	# units	potential rent
Occupied, no NTV	292,576.00	146
Occupied, NTV	0	-
Occupied NTV Leased	0	-
Vacant Leased	1,988.00	1
Admin/Down	0	-
Vacant Not Leased	5,964.00	3
totals:	300,528.00	150

summary billing by sub journal for current date

sub journal	amount
RESIDENT	45,994.00
total:	45,994.00

summary billing by transaction code for current date

code	amount
PARKING	640.00
RENT	45,415.00
UTIL/REIMB	(61.00)
total:	45,994.00

Tab III F

Government Approvals
Zoning, City Plans

43026

~~OFF CHURCH ST. SOUTH (UNNAMED STREET)~~
#18 TOWER LANE (as of 10/30/70)

CERTIFICATE OF OCCUPANCY NO.

DATE ISSUED:

LOCATION: off Church St. South (unnamed street)

OWNER: Jewish Community Council

ADDRESS: 1156 Chapel Street

BUILDING PERMIT NUMBER: 77641

DATE ISSUED: March 17, 1969

GENERAL CONTRACTOR: Fusco Amatruda

ADDRESS: 900 Chapel St.

SUB CONTRACTORS:

ADDRESS:

Cert. of Occ. issued March 17, 1969 fee paid \$25.00
erect a twenty three story fire proof apartment

ESTIMATED COST: \$1,540,000.00

REVISED ESTIMATE:

CLASSIFICATION UNDER THIS CERTIFICATE:

PAID
J MAR 17 1969
V. R. MAREIN, A
COLLECTOR OF TAXES

NOTE: SEE CONDITIONS LISTED ON REVERSE SIDE OF THIS CERTIFICATE OF OCCUPANCY

BUILDING DEPARTMENT
New Haven, Connecticut
CERTIFICATE OF OCCUPANCY

No. 3837 Temp.

Date February 23, 1971

This is to certify that the twenty-three (23) story fire proof apartment building
Permit #77641
located at 18 Tower Lane

is found to substantially conform to the requirements of the Building and/or the Zoning Ordinances of the City of New Haven, and is approved for occupancy as listed below.

Approved for occupancy Elderly Housing - 34 one (1) bedroom apartments
183 efficiency apartments

Walter Kral
Inspected by Walter Kral
Ass't. Building Inspector

Orlando Silvestri
Building Inspector
Orlando Silvestri

Notice: - A copy of this certificate must be maintained on the premises at all times.

Any change or extension of the use herein approved requires a new Certificate of Occupancy without any unnecessary delay. mail to: Jewish Community Council- 1156 Chapel Street

CONDITTONAL: Provide protection for parking lot lighting poles
Support gooseneck light fixtures in lobby
Provide additional light over freezer unit
Raise outlets under wash basin
Provide protection for electrical generator on roof
Final certificate of occupancy subject to final
approval by City Plan Commission

BUILDING DEPARTMENT
New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. 3837

DATE Dec. 30, 1971

THIS IS TO CERTIFY THAT THE twenty-three (23) story structure - Permit #77641
LOCATED AT 18 Tower Lane IS FOUND TO SUBSTANTIALLY COMPLY

WITH THE PROVISIONS OF THE BUILDING AND/OR THE ZONING ORDINANCES OF THE CITY OF NEW HAVEN AND THE PURPOSE FOR WHICH
THE BUILDING OR STRUCTURE AS DEFINED IN ARTICLE 2 AND 6 MAY BE USED OR OCCUPIED IN ITS SEVERAL PARTS AS LISTED BELOW:

- (A) USE GROUP Residential - L-1 IN ACCORDANCE WITH PROVISIONS OF ARTICLE 2.
(B) FIRE GRADING Fireproof 1-A AS DEFINED IN ARTICLE 2 AND TABLE 16.
(C) MAX. LIVE LOADS - 1ST; 40# 2ND; _____ 3RD; _____ 4TH; _____ 5TH; _____ 6TH; _____ AS PRESCRIBED IN ARTICLE 7.

APPROVED FOR OCCUPANCY ELDERLY HOUSING
34 one (1) bedroom apartments
183 efficiency apartments

SPECIAL CONDITION OF BUILDING PERMIT _____

Walter Kral (guar)
INSPECTED BY

Walter Kral, Ass't. Bldg. Insp.

Orlando Silvestri
BUILDING OFFICIAL

Orlando Silvestri

BUILDING INSPECTION AND ENFORCEMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. 5661

DATE March 24, 1981

THIS IS TO CERTIFY THAT THE New one (1) story-eight story-thirteen story building
LOCATED AT 18 Tower Lane IS FOUND TO SUBSTANTIALLY COMPLY
WITH THE PROVISIONS OF THE BUILDING AND/OR ZONING ORDINANCES OF THE CITY OF NEW HAVEN AND THE PURPOSE FOR WHICH THE
BUILDING OR STRUCTURE AS DEFINED IN ARTICLE 2 AND 6 MAY BE USED OR OCCUPIED IN ITS SEVERAL PARTS AS LISTED BELOW.

- (A) USE GROUP Residential (L-2) IN ACCORDANCE WITH PROVISIONS OF ARTICLE 2.
(B) FIRE GRADING Fire Proof (1-B) AS DEFINED IN ARTICLE 2 AND TABLE 16.
(C) MAX. LIVE LOADS — 1ST: _____ 2ND: _____ 3RD: _____ 4TH: _____ 5TH: _____ 6TH: _____ AS PRESCRIBED IN ARTICLE 7.

APPROVED FOR OCCUPANCY One hundred and fifty (150) dwelling units

B.P. #90369 issued 1/26/81

SPECIAL CONDITION OF BUILDING PERMIT _____

Walter Kral
INSPECTED BY
Assistant Building Inspector

Orlando Silvestri
BUILDING OFFICIAL
Orlando Silvestri

5616

Temp
CERTIFICATE ISSUED *#5774*
DATE *8/21/82*

CITY OF NEW HAVEN, CT.

CERT OF OCC-----\$ 765.00

BUILDING PERMIT - CERTIFICATE OF OCCUPANCY

DATE January 26, 19 81 PERMIT NO. 90369

APPLICANT Jay I. Vlock ADDRESS 312 Boston Post Road, Orange 06477
(NO.) (STREET) (CONTR'S LICENSE)

Contractor: Morganti Inc.

PERMIT TO Erect addition (TYPE OF IMPROVEMENT) (NO.) STORY One Hundred Fifty apartments (PROPOSED USE) NUMBER OF DWELLING UNITS 150 addition

AT (LOCATION) <u>18 Tower Lane</u> (NO.) (STREET)	ZONING DISTRICT <u>P.D.D.</u>
BETWEEN _____ (CROSS STREET)	AND _____ (CROSS STREET)

SUBDIVISION _____ BLOCK 2 LOT SIZE 27,403

BUILDING IS TO BE _____ FT. WIDE BY _____ FT. LONG BY _____ FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE Erect a 1,8 & 15 story fireproff addition for 150 additional dwelling units (see prev
permit #77641, 3/17/69). Stair towers min 2 hr f/r encl. w/class "B" doors to same.
REMARKS: Access cor 1 hr f/r w/ class "C" self close. Lateral sep. bet. incidental assemble
1st fl min 2 hr f/r. File info & conc. test to be app. by str. eng w/copies to Bldg
Dept. (Article 128(Eng. Mas) applies). Smoke det. & sprinkler system thru-out. NOTE
Permit cost below includes mechanical

AREA OR VOLUME _____
(CUBIC/SQUARE FEET)

OWNER New Haven Jewish Federation Housing Corporation

ADDRESS 18 Tower Lane, New Haven, Connecticut

CERT OF OCC-----\$765.00

TO BE POSTED ON PREMISES
SEE REVERSE SIDE FOR CONDITIONS OF CERTIFICATE

F.A.J.

FORM NO. BOCA - BP 1969

BUILDING INSPECTION AND ENFORCEMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. 5474 - TENT

DATE April 21, 1982

THIS IS TO CERTIFY THAT THE New one (1) story - eight story-thirteen story building
LOCATED AT 18 Tower Lane^{East} IS FOUND TO SUBSTANTIALLY COMPLY
WITH THE PROVISIONS OF THE BUILDING AND/OR ZONING ORDINANCES OF THE CITY OF NEW HAVEN AND THE PURPOSE FOR WHICH THE
BUILDING OR STRUCTURE AS DEFINED IN ARTICLE 2 AND 6 MAY BE USED OR OCCUPIED IN ITS SEVERAL PARTS AS LISTED BELOW:

- (A) USE GROUP Residential (L-2) IN ACCORDANCE WITH PROVISIONS OF ARTICLE 2.
(B) FIRE GRADING Fire Proof (1-B) AS DEFINED IN ARTICLE 2 AND TABLE 16.
(C) MAX. LIVE LOADS — 1ST: _____ 2ND: _____ 3RD: _____ 4TH: _____ 5TH: _____ 6TH: _____ AS PRESCRIBED IN ARTICLE 7.

APPROVED FOR OCCUPANCY One Hundred and Fifty (150) dwelling units

B.P. # 90369 issued 1/26/81

SPECIAL CONDITION OF BUILDING PERMIT Final Certificate of Occupancy to be issued upon completion
of site work and final approvals of electrical and plumbing inspectors.

Walter Kral
INSPECTED BY
Assistant Building Inspector

Orlando Salazar
BUILDING OFFICIAL

BUILDING INSPECTION AND ENFORCEMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. 361

DATE March 24, 1983

THIS IS TO CERTIFY THAT THE new one (1) story-eight story-thirteen story building
LOCATED AT 18 Tower Lane East IS FOUND TO SUBSTANTIALLY COMPLY
WITH THE PROVISIONS OF THE BUILDING AND/OR ZONING ORDINANCES OF THE CITY OF NEW HAVEN AND THE PURPOSE FOR WHICH THE
BUILDING OR STRUCTURE AS DEFINED IN ARTICLE 2 AND 6 MAY BE USED OR OCCUPIED IN ITS SEVERAL PARTS AS LISTED BELOW:

- (A) USE GROUP Residential (1-2) IN ACCORDANCE WITH PROVISIONS OF ARTICLE 2.
(B) FIRE GRADING Fire proof (1-2) AS DEFINED IN ARTICLE 2 AND TABLE 16.
(C) MAX. LIVE LOADS — 1ST: _____ 2ND: _____ 3RD: _____ 4TH: _____ 5TH: _____ 6TH: _____ AS PRESCRIBED IN ARTICLE 7.

APPROVED FOR OCCUPANCY one hundred and fifty (150) dwelling units

SPECIAL CONDITION OF BUILDING PERMIT _____

Walter Kael
INSPECTED BY
Assistant Building Inspector

Orlando Silvestri
BUILDING OFFICIAL
Orlando Silvestri

CITY OF NEW HAVEN, BUILDING
INSPECTION & ENFORCEMENT
200 ORANGE ST RM. 502
NEW HAVEN, CT 06510
(203) 787-8045

CERTIFICATE ISSUED

DATE _____

BUILDING PERMIT - CERTIFICATE OF OCCUPANCY

DATE March 30, 19 93 PERMIT NO. 102658

APPLICANT Mark Kleinman- Agent ADDRESS 448 Skyline Drive, Orange St.
~~Contractor: Owner will select~~ (NO.) (STREET) (CONTR'S LICENSE)
PERMIT TO Convert office space to grocery store Grocery Store NUMBER OF
(TYPE OF IMPROVEMENT) NO. STORY (PROPOSED USE) DWELLING UNITS

AT (LOCATION) 18 TOWER LANE ZONING PDD
(NO.) (STREET) DISTRICT
BETWEEN _____ AND _____
(CROSS STREET) (CROSS STREET)

SUBDIVISION _____ LOT _____ BLOCK _____ LOT
SIZE _____

BUILDING IS TO BE _____ FT. WIDE BY _____ FT. HIGH _____ FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE _____ USE GROUP _____ BASEMENT WALLS OR FOUNDATION _____
(TYPE)

REMARKS: Convert existing office space into convenience store. For residence

of tower. Remove non-bearing partition. Install smoke detector& provide
fire extinguisher. per fire marshall. Handicap access. per ANSI86 & 89Ct.
supp. See plans for detail. All work

AREA OR
VOLUME _____
(CUBIC/SQUARE FEET)

OWNER New Haven Jewish Community
ADDRESS 18 Tower Lane New Haven, Ct.

TO BE POSTED ON PREMISES.
SEE REVERSE SIDE FOR CONDITIONS OF CERTIFICATE

BUILDING OFFICIAL

LIVABLE CITY INITIATIVE
BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. OP-2004-0072

DATE: April 1, 2004

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE GROUND FLOOR ADDITION IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration
(including aisle widths for which sprinkler system is
designed): Light Hazard
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY Dining Room only (ground floor addition) on Tower One/Tower East
elderly housing complex

SPECIAL CONDITION OF BUILDING PERMIT: Partial Certificate of Occupancy. Dining Room Only. The only
purpose of this Certificate is to approve the use of this building as stated in Building Permit # BP-2003-0879, issued July 28,
2003. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except
in certain portions where work has been done and approved by this department since these respective codes have been
adopted.

Thomas C. C...
INSPECTED BY

Francesco Gargiulo
ZONING ENFORCEMENT OFFICER

...
BUILDING OFFICIAL

BUILDING DIVISION

LIVABLE CITY INITIATIVE
BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. OP-2004-0118

DATE: May 24, 2004

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration
(including aisle widths for which sprinkler system is
designed): Light Hazard
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY 10 Dwelling Units - Fourth Floor "Tower One"
10 units of 207 elderly unit/assisted living unit building

SPECIAL CONDITION OF BUILDING PERMIT: Partial Certificate of Occupancy. The only purpose of this
Certificate is to approve the use of this building as stated in Building Permit # BP-2003-0879, issued July 28, 2003. No
responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain
portions where work has been done and approved by this department since these respective codes have been adopted.

[Signature]
INSPECTED BY

Francesco Zargiulo
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DIVISION

LIVABLE CITY INITIATIVE
BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. OP-2004-0121

DATE: May 24, 2004

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: B

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration
(including aisle widths for which sprinkler system is
designed): Light Hazard
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY Business Offices "Tower One/Tower East" portion of 1st floor
Elderly Housing Complex

SPECIAL CONDITION OF BUILDING PERMIT: Partial Certificate of Occupancy. The only purpose of this
Certificate is to approve the use of this building as stated in Building Permit # BP-2003-0879, issued July 28, 2003. No
responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain
portions where work has been done and approved by this department since these respective codes have been adopted.

Thomas Cull
INSPECTED BY

Francesco Garzino
ZONING ENFORCEMENT OFFICER

Andrew M. [Signature]
BUILDING OFFICIAL

BUILDING DIVISION

LIVABLE CITY INITIATIVE
BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. OP-2004-0162

DATE: July 26, 2004

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration
(including aisle widths for which sprinkler system is
designed): light Hazard
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY 10 Dwelling Units - Third Floor "Tower One"
10 units of 207 elderly unit/assisted living building

SPECIAL CONDITION OF BUILDING PERMIT: Partial Certificate of Occupancy. The only purpose of this
Certificate is to approve the use of this building as stated in Building Permit # BP-2003-0879, issued July 28, 2003. No
responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain
portions where work has been done and approved by this department since these respective codes have been adopted.

Thomas Carroll
INSPECTED BY

Francesco Gargiulo
ZONING ENFORCEMENT OFFICER

DeP-Joo
BUILDING OFFICIAL

BUILDING DIVISION

LIVABLE CITY INITIATIVE
BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. OP-2004-0210

DATE: October 5, 2004

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration (including aisle widths for which sprinkler system is designed): Light Hazard
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY 10 Dwelling Units - Second Floor "Tower One"

10 units of 207 elderly units/assisted living building

SPECIAL CONDITION OF BUILDING PERMIT: Partial Certificate of Occupancy. The only purpose of this Certificate is to approve the use of this building as stated in Building Permit # BP-2003-0879, issued July 28, 2003. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted

Tom Conell
INSPECTED BY

Francesco Gargiulo
ZONING ENFORCEMENT OFFICER

Chris Murphy
BUILDING OFFICIAL

BUILDING DIVISION

LIVABLE CITY INITIATIVE
· BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. **OP-2004-0272**

DATE: **December 22, 2004**

LOCATION: 18 TOWER LANE "TOWER ONE"

THIS IS TO CERTIFY THAT THE RENOVATIONS OF GROUND FLOOR TO 5TH FLOOR IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration
(including aisle widths for which sprinkler system is
designed): Light Hazard
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY Ground floor entry and 10 dwelling units 5th floor "Tower One"
10 units of 207 assisted living building

SPECIAL CONDITION OF BUILDING PERMIT: Please see other certificates of occupancy on file for one story dining room and floors 1-4. The only purpose of this Certificate is to approve the use of this building as stated in Building Permit # BP-2003-0879, issued July 28, 2003. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Tom Carroll
INSPECTED BY

Francesco Gargiulo
ZONING ENFORCEMENT OFFICER

Andrew J. Cindoff
BUILDING OFFICIAL

BUILDING DIVISION

LIVABLE CITY INITIATIVE
BUILDING DIVISION
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO. OP-2005-0002

DATE: January 3, 2005

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING 21-STORY HOUSING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE CONNECTICUT STATE BUILDING CODE AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: 1B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 1999 Connecticut Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

1. Hazard Classification/Storage Configuration (including aisle widths for which sprinkler system is designed): Light Hazard
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: 420.58 GPM @ 52.57 PSI

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY 6th and 7th floors - 10 d.u.'s each floor = total 20 dwelling units and one common area per floor on 6th and 7th

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit # BP-2004-0624, issued June 01, 2004. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Tom Connolly
INSPECTED BY

Francesco Zargiulo
ZONING ENFORCEMENT OFFICER

Andrew P. [Signature]
BUILDING OFFICIAL

BUILDING DIVISION

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP-2007-0124

DATE: September 24, 2007

OWNER: TOWER ONE/TOWER EAST

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW

(A) USE GROUP: R-2

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED

(B) TYPE OF CONSTRUCTION: 1-A

☒ Yes ☐ No - REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

8 elderly dwelling units and laundry room on 10th floor.

of 21-story Elderly Housing Structure

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #2007-0124, issued January 16, 2007. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert W. O'Neil
INSPECTED BY

James J. Stankovic
ZONING ENFORCEMENT OFFICER

John J. O'Neil
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP-2007-0124

DATE: October 25, 2007

OWNER: TOWER ONE/TOWER EAST

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE ~~EXISTING STRUCTURE~~ IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: LA

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No - REQUIRED? ☒ Yes ☐ No

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

8 elderly dwelling units and laundry room on 8th floor
of 21-story Elderly Housing Structure

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #2007-0124, issued January 16, 2007. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Welch
INSPECTED BY

ZONING ENFORCEMENT OFFICER

BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP-2007-0124

DATE: September 24, 2007

OWNER: TOWER ONE/TOWER EAST

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE ~~EXISTING STRUCTURE~~ IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(B) TYPE OF CONSTRUCTION: I-A

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No - REQUIRED? ☒ Yes ☐ No

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

8 elderly dwelling units and laundry room on 10th floor
of 21-story Elderly Housing Structure

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #2007-0124, issued January 16, 2007. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

INSPECTED BY

Robert Walsh

ZONING ENFORCEMENT OFFICER

Francisco Sabido

BUILDING OFFICIAL

[Signature]

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: Partial-OP, 2009-2972

DATE: December 10, 2010

OWNER: TOWER ONE/TOWER EAST

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE ~~EXISTING ELDERLY APARTMENT BUILDING~~ IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: I-1

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

(B) TYPE OF CONSTRUCTION: I-B

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

Floors 4-18 thru 18

Apartments Only

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #2009-2972, issued November 11, 2009. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Walsh
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut.
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP 2009-2972

DATE: March 30, 2011

OWNER: TOWER ONE/TOWER EAST

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING ELDERLY APARTMENT BUILDING IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: I-1

(B) TYPE OF CONSTRUCTION: I-B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 2005 State Building Code

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(E) DESIGN OCCUPANT LOAD:

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

New Elevator (Lobbies on all Floors)

Renovated Living Units (Relocated next to Lobbies on all Floors)

SPECIAL CONDITION OF BUILDING PERMIT: NEW ELEVATOR NOT APPROVED FOR USE The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #2009-2972 issued November 11, 2009. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Walsh
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP 2009-2972

DATE: June 24, 2011

OWNER: TOWER ONE/TOWER EAST

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING ELDERLY APARTMENT BUILDING IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: I-1

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

(B) TYPE OF CONSTRUCTION: I-B

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(E) DESIGN OCCUPANT LOAD:

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

New Elevator and Shaft

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #2009-2972, issued November 11, 2009. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Walsh
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: **PARTIAL-OP 2012-0938**

DATE: **March 4, 2013**

OWNER: **NEW HAVEN JEWISH COMMUNITY (COU)**
ADDRESS: **18 TOWER LANE, NEW HAVEN, CT 06519**

LOCATION: **18 TOWER LANE**

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: **R-2/B/A-3**

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

(B) TYPE OF CONSTRUCTION: **I-B**

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: **2005 State Building Code**

(E) DESIGN OCCUPANT LOAD: **N/A**

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY Living Units - 160, 260, 360, 460, 560, 660, 760
Laundry Rooms 1-5 Floors

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit B-12-938, issued August 20, 2012. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Walsh
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP 2012-0938

DATE: May 3, 2013

OWNER: NEW HAVEN JEWISH COMMUNITY (COU)

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2/B/A-3

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

(B) TYPE OF CONSTRUCTION: I-B

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

Living Units - 161, 261, 361, 461, 561, 661, 761
First Floor Addition (kitchen space/coolers)

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit B-12-938, issued August 20, 2012. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Walsh
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP 2012-0938

DATE: June 17, 2013

OWNER: NEW HAVEN JEWISH COMMUNITY (COU)
ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2/B/A-3

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

(B) TYPE OF CONSTRUCTION: I-B

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

One story addition

Portion of first floor renovations (this Certificate of Use and Occupancy completes permit B-12-938)

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit B-12-938, issued August 20, 2012. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert W. Webb
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
BUILDING OFFICIAL

BUILDING DEPARTMENT
City of New Haven
200 Orange Street, New Haven, Connecticut
CERTIFICATE OF USE AND OCCUPANCY

NO.: OP 2013-1093

DATE: June 13, 2014

OWNER: NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION

ADDRESS: 18 TOWER LANE, NEW HAVEN, CT 06519

LOCATION: 18 TOWER LANE

THIS IS TO CERTIFY THAT THE EXISTING STRUCTURE IS FOUND TO SUBSTANTIALLY COMPLY WITH THE PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF NEW HAVEN AND THE 2005 STATE BUILDING CODE OF THE STATE OF CONNECTICUT AND MAY BE USED OR OCCUPIED AS LISTED BELOW:

(A) USE GROUP: R-2

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

(B) TYPE OF CONSTRUCTION: IB

☒ Yes ☐ No REQUIRED? ☒ Yes ☐ No

(C) EDITION OF CODE ON WHICH THE PERMIT WAS ISSUED: 2005 State Building Code

(E) DESIGN OCCUPANT LOAD: N/A

☒ COPY TO FIRE MARSHAL

APPROVED FOR OCCUPANCY

Nine (9) Dwelling Units on Floors 11 - 18.

SPECIAL CONDITION OF BUILDING PERMIT: The only purpose of this Certificate is to approve the use of this building as stated in Building Permit #B-13-1093, issued September 6, 2013. No responsibility is assumed for conformance with the present building, electrical, plumbing or heating codes except in certain portions where work has been done and approved by this department since these respective codes have been adopted.

Robert Wahl
INSPECTED BY

[Signature]
ZONING ENFORCEMENT OFFICER

[Signature]
ACTING BUILDING OFFICIAL

NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

REPORT NO. 847/4

REGARDING: Detailed Plan Review; Tower One Extension,
Church Street South Planned Development
District (New Haven Jewish Federation Housing
Corporation)

RECOMMENDATION: Approval with Conditions

PLANNING CONSIDERATION:

The Commission recommended approval of the Planned Development District Application and General Plans for the New Haven Jewish Federation Housing Corporation's Tower One Extension on July 25, 1979 (Report No. 838/1). The Board of Aldermen approved the Application and General Plans on November 13, 1979. The Detailed Plans, filed by the applicant for City Plan Commission review and approval in accordance with Section 65 of the Zoning Ordinance, have retained the amenities and high architectural quality of the General Plans. The following specific comments relate to site development and building details that should be further improved and/or clarified.

SITE DEVELOPMENT COMMENTS:

The parking lots should be screened by equally spaced (40 feet on center), 3-1/2" to 4" caliber London Plane Trees and by an aesthetically pleasing fence, such as a metal picket fence, rather than by chain link as shown on the plans. White pine is not suitable as a street tree specimen. Trees should be kept a minimum of 5' away from curbs where possible, or otherwise protected from damage by parking cars with wheel stops, bollards, or tree guards. Planting should be kept clear of areas designated as utility easements.

The walkway from the new building out to the corner of Church Street South and South Frontage Road should be given more special treatment, such as a row of flowering trees, small scale paving material or scoring pattern, and continuity of the paving material or scoring pattern across the driveway.

The driveway from Tower Lane should be realigned closer to the building so as to leave a larger, more rectangular area at the corner of Tower Lane and Church Street South for future commercial development. The designation of this area for later building construction should be reinserted on the site plan.

The parking lot identified as Parcel K-6B should be connected to the main parking area, in order to make all the parking accessible from Tower Lane. Trees in this area should be in line with the edge of the parking lot, rather than along the back of the public sidewalk, and additional London Plane trees added where space allows. In addition, more plantings at the entrance area and plant selection more suitable to a northern exposure (in lieu of the Bar Harbor Juniper) should be included.

Parking lots, driveway and the entrance area should be illuminated with light standards that do not throw glare into residential windows above. The type of fixtures selected should be submitted to the City Plan Department for review and approval.

Treatment of the courtyard has not been sufficiently detailed. Type and number of plant materials in the raised planting beds, pavilion and wood trellis details, location of lights, benches and tables, have not been indicated. The large expanse of asphalt paving represents a downgrading from previously submitted plans. A better solution must be found, such as grass or other ground cover, or a better paving material such as brick, small granite blocks or pea gravel. Minor drafting errors on the site plan should be corrected.

It is the Commission's understanding that the applicant does not wish to pursue the development of Parcel K-7, and that this area will be retained by the Redevelopment Agency for eventual sale to others. The development of Parcel K-2, however, must be identified and drawn in conformance with the provisions of Section 65 of the Zoning Ordinance as an integral part of the Planned Development. Review of this portion of the development by the City Plan Department shall be carried out appropriately.

Building Comments:

The Commission notes that the lobby and lounge areas on the main floor have been restudied, and provide an agreeable mix of public space and smaller seating areas. The large meeting room, in particular has benefited from this redesign.

Apartments located on the building's corners should have window exposure on both exterior sides. This is especially important in Apartments A 105 through A 1205. The desirability of these corner apartments and the appearance of the west elevation facing Church Street South would both be considerably improved. The same comments also apply to Apartments D 110 through D 710 and, to a lesser degree, to Apartments F 113 and F 114 through F 713 and F 714. While some of the walls affected by this recommendation may require structural changes, with the insertion of a vertical row of windows, the Commission believes that at least for Apartments A 105 - A 1205 and D 110 - D 710, the improvement in quality would be worth the effort.

Apartment H 109 is entered through the kitchen, an undesirable design feature of this unit for the handicapped. On Drawing A2, it should be noted that Apartment H 109 changes to G 209 through G 609.

There is no indication of window finishes. We assume that windows have duranodic aluminum frames and double glazing; other alternatives must be submitted for review.

Action:

The City Plan Commission believes that the proposed Tower One Extension will have a positive economic impact on the City, will improve the quality of life for present and future occupants of this already successful elderly housing project, and will continue and complement the high architectural quality of the existing structure. Therefore, the Commission approves the Detailed Plans subject to the following conditions:

1. That revised Site Plan and Ground Floor Plan, showing all relevant site improvement details such as planting, paving, curbs, grading and drainage, lighting, fences and walls, pavilions, seating, and other elements cited above, be submitted for final review and approval by City Plan Department.
2. That final building plans specifying all exterior colors, and finishes, with brick and CMU samples, be submitted for review and approval by City Plan Department.
3. That windows be added, as specified above, and window finishes be confirmed.

ADOPTED: January 9, 1980
William B. Post, Chairman

ATTEST: John L. McGuerty
John L. McGuerty
Executive Director

CSEH

NEW HAVEN CITY PLAN COMMISSION PLANNED DEVELOPMENT ACTION

RE **TOWER ONE TOWER EAST PDD, 18 TOWER LANE**, Detailed Plan Review and Coastal Site Plan Review for Partial Conversion to Assisted Living Units and Related Site Improvements (Tower One, Inc.)

REPORT 1321-05

ACTION Approval with Conditions

COASTAL FINDING: No impact

Submission: Arbonies King Vlock revised plan set 06/12/02 (first submitted 05/31/02): Survey by Godfrey-Hofman Associates rev. 03/28/02; Landscaping Details, memo dated 06/12/02 re caliper of trees, Ground Floor Entrance & Notes; Floor Plans and Exterior Elevations, Trash Enclosure Plan, Section and Elevation, Demolition Plan, Site Layout & Dimensional Plan, Site Grading and Utilities Plan, SESC Details, other City Details. Development Permit Application, Letter from Tower One Tower East dated 05/28/02 & photos re City easement; Project Overview/Summary & sample lighting cut sheets; Application fee of \$120.00.

PROJECT SUMMARY

Project Name: Tower One Tower East

Sub-Project: Assisted Living Conversion Project

Use: Conversion of floors 2 - 5 from 44 units to 40 assisted living units & support space

Site: 4.5 acres

Zone: PDD #15, CAM

Financing: HUD assisted living Program 2000 & 2001 funds

Developer: Tower One Inc.

Professional Arbonies King Vlock, Architects, Branford, CT Phone: 203-483-9900

Team: BVH Integrated Services, Civil Engineers, Bloomfield 860-288-9171

Agent: Douglas Wilson, BVH Phone: 860-288-9171

SESC Monitor: Mike Kolokowsk, Konover Construction Phone: 860-284-7110

City Lead: Karyn Gilvarg, AIA, City Plan Executive Director, Phone 203.946-6379

Zoning: Planned Development District approval granted 1967 by Board of Aldermen. Tower One designed by Charles W. Moore, was constructed in 1971. Current application is Detailed Plan Review for redevelopment of parking area and assisted living conversion of a portion of Tower One. In keeping with the PDD approval.

BACKGROUND:

Proposed Activity: Tower One proposes to convert floors 2 through 5 of its 21 floor elderly residential tower to an assisted living facility. Of a total 211 units, 44 will be converted to 40 assisted living units. Additional space on these four floors will be converted to a common area and professional office space for the assisted living program. A new fully accessible entrance with new canopy and restoration of dining area are also proposed. Exterior parking area and driveway will be reconfigured to accommodate accessible spaces, trash enclosure, and service to new entry. A new drive off Tower Lane is proposed.

Project Timetable: Start date: 09/02, conclusion: 03/04.

SITE PLAN REVIEW: The Site Plan Review team has reviewed plans with representatives from City Plan Department, City Engineer and Department of Traffic and Parking. The following comments on the revised plans were developed by the team and are hereby included in this report, to be addressed by the applicant prior to initiation of site work:

- ♦ Handicapped spaces to be full 20' length (bollards to be moved forward in space).
- ♦ Landscape Plan shall be executed prior to Certificate of Occupancy of new assisted living units

- ◆ Area where masonry platform and graffiti wall are to be removed shall be restored to a safe condition.

PLANNING CONSIDERATIONS:

A portion of the site contains an open space and recreational easement to the City of New Haven as noted in the original deed to the New Haven Jewish Community Council. The proposed plans show an encroachment of the new driveway into the northwest corner of the easement and removal of a deteriorated platform and 20' of a 10' high masonry wall to accommodate the curve of the new drive. As the authority lies with the Board of Aldermen to release a portion of the easement, the applicant must await aldermanic approval prior to initiating site work. The area shall be restored to a safe condition following removal of the platform and wall.

The Commission is informed that while a landscape plan has been submitted, completion of the landscaping may be jeopardized by a tight funding source for the project. As this is a Planned Development District, the Commission requires that the landscaping be completed prior to Certificate of Occupancy.

COASTAL PLANNING CONSIDERATIONS:

No coastal resources exist at or adjacent to this previously disturbed urban site which is located within Zone C on Flood Insurance Rate Map # 090084-0004C, dated May 2, 1983, an area of minimal flooding. The Commission anticipates no adverse impacts on adjacent coastal resources. The site is removed from the harbor and Long Island Sound.

COASTAL FINDING:

The City Plan Commission finds the site plan consistent with the legislative goals and policies of the Connecticut Coastal Management Act and therefore makes a finding of no impact. The Commission hereby approves the site plan as submitted.

ACTION:

The Commission hereby approves Detailed Plans as presented subject to the following conditions:


1. Aldermanic approval shall be required for release of a portion of the open space and recreational easement in favor of TowerOne Inc., prior to initiation of site work. Applicant may proceed with work interior to the building in the interim.
2. Revised Site Plan, as required under **SITE PLAN REVIEW COMMENTS** above, shall be approved by the City Plan Department and included in Final Plan set, prior to signoff for issuance of building permit or initiation of site work.
3. Signoff on Final Plans by 1) Fire Marshal, 2) City Engineer, 3) Department of Traffic and Parking and 4) City Plan Department in that order shall be obtained prior to initiation of site work or issuance of building permit.
4. Certification by Individual Responsible for Monitoring Soil Erosion and Sediment Control Measures that all SESC measures are constructed in accordance with the Standards and Specifications of the *Connecticut Guidelines for Soil Erosion and Sediment Control*, and are in

place prior to initiation of demolition site work, shall be provided to the City Plan Department, prior to initiation of site work. Certification may be a signed statement by responsible individual.

5. The Soil Erosion and Sediment Control Plan is approved for a period of two years, initiating with issuance of this report. Plan may be extended for one additional year upon application to the Commission in accord with Section 11 of *Soil Erosion and Sediment Control Regulations of the City of New Haven* (SESC Regulations).
6. Following completion of project, any City catch basins in the public right-of-way impacted by the project shall be cleaned, prior to issuance of Certificates of Occupancy for the converted units.
7. Any determination of traffic markings and traffic controls on the perimeter of the site will be subject to the approval of the Department of Traffic and Parking. Relocation of any street signage removed as a result of the project shall first be confirmed with the Department of Traffic and Parking, prior to reinstallation.
8. To assure the drainage improvements are in compliance with EPA's Phase II stormwater program, the Commission requires that the City Engineer be fully satisfied that the utility design and drainage improvements meet the applicable Best Management Practices (BMPs) of the program such as establishment of a long term maintenance program.
9. A site restoration bond in an amount of 2% of the overall cost of site work, including grading, stormwater improvements, landscaping, paving, and the like, will be required as a provision of this permit. Bond, or other such financial instrument acceptable to the City's Corporation Counsel, shall be provided to the City Plan Department, with a copy to the City Engineer, prior to sign-off on building permit and initiation of site work.
10. Final determination of traffic markings and traffic controls on the perimeter of the site will be subject to the approval of the Department of Traffic and Parking. Relocation of any signage or parking meters removed as a result of the project shall first be confirmed with the Department of Traffic and Parking, prior to reinstallation.
11. Following completion of construction, any City catch basins in the public right-of-way impacted by the project shall be cleaned, prior to issuance of Certificate of Occupancy.
12. As-built Site Plan, showing utility connections, curbs and sidewalks, paved areas, driveway entrances, handicapped ramps, and parking spaces shall be filed with City Engineer, with a copy to the City Plan Department, prior to issuance of Certificate of Occupancy. As-built Site Plan shall be submitted in both mylar and digital format [(DWG, .DWF) file based on the State Plane Coordinates (NAD1927)].

ADOPTED: June 18, 2002
Patricia King
Chairman

ATTEST:


Joy W. Ford
Planner

The Coastal Site Plan Review, based upon the application and materials submitted by the applicant, was conducted administratively without hearing by the City Plan Commission of the City of New Haven in accordance with the Connecticut Coastal Management Act (CGS, Sections 22a-90 to 22a-112). The Building Official hereby adopts the above written findings and any conditions thereof are made conditions of the Building Permit..

DATE ADOPTED: _____

ATTEST: _____

Andrew J. Rizzo, Jr.
Building Official

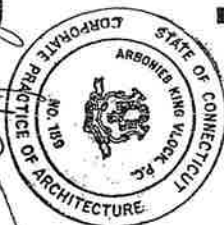
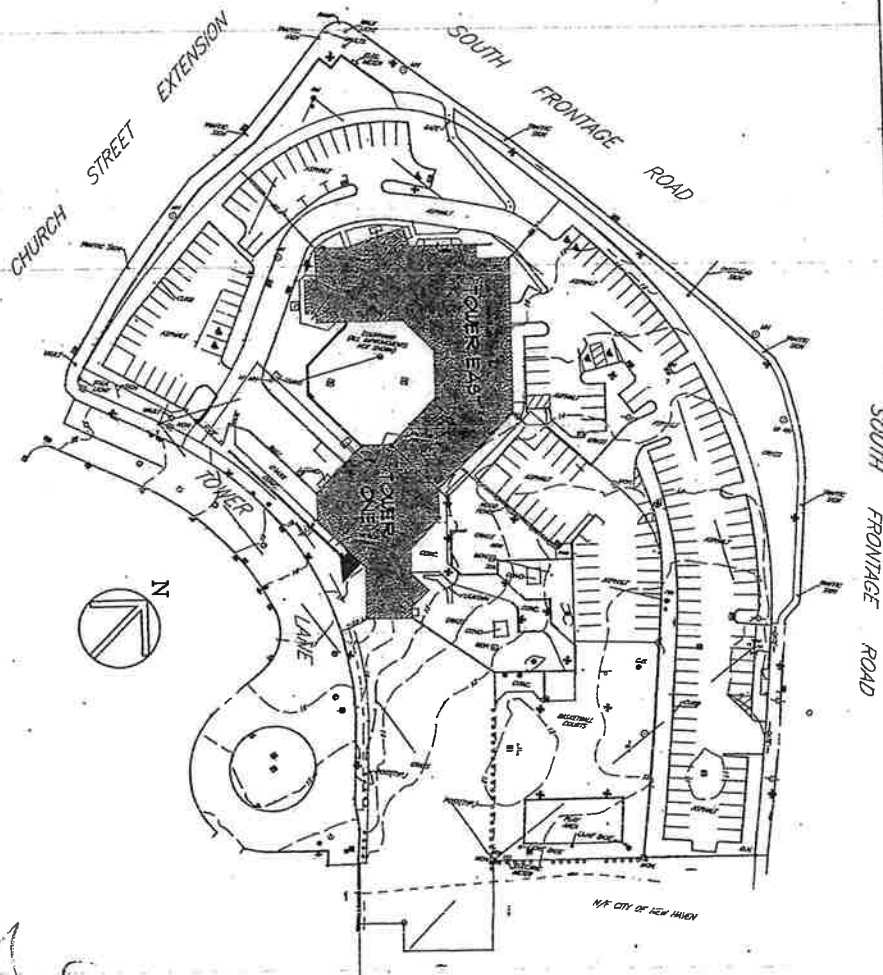
Site Plan Review Set

RECEIVED
MAY 31 2002
CITY PLAN DEPT.
165 CHURCH ST.
NEW HAVEN, CT 06510

100% DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION
PRELIMINARY

7

Date:	MAY 31, 2002
Scale:	AS NOTED
Sheet:	



Revisions:

T

NEW HAVEN CITY PLAN COMMISSION SITE PLAN REVIEW
NEW HAVEN CITY PLAN COMMISSION COASTAL SITE PLAN REVIEW

RE: 18 TOWER LANE. Site Plan Review and minor modification to PDD #15- two ground floor additions to the existing structure. (Owner/Applicant: New Haven Jewish Community Council Housing Corporation; Agent: Katy Gagnon of Langan)

REPORT: 1584-01

ACTION: Approval with Conditions

STANDARD CONDITIONS OF APPROVAL

1. Pursuant to State Statute, this site plan and soil erosion and sediment control plan approval is valid for a period of five (5) years following the date of decision, until May 19, 2026. Upon petition of the applicant, the Commission may, at its discretion, grant extensions totaling no more than an additional five (5) years to complete all work connected to the original approval.
2. The applicant shall record on the City land records an original copy of this Site Plan Review report (to be provided by the City Plan Department) and shall furnish written evidence to the City Plan Department that the document has been so recorded (showing volume and page number), prior to City Plan signoff for building permits. A digital copy of the recorded report shall be provided to staff (.pdf).
3. Upon approval by the City Plan Commission, provide compiled digital copies of all application materials, including drawing sets and reports, to staff for filing (.pdf files) prior to City Plan signoff for building permits.
4. Comments under **ADDITIONAL CONDITIONS OF APPROVAL** shall be reviewed with the City Plan Department and resolution reflected on final plans, prior to their circulation for signoff.
5. Signoff on final plans by the Greater New Haven Water Pollution Control Authority; City Engineer; Department of Transportation, Traffic, and Parking; City Plan Department; and Fire Marshal in that order shall be obtained prior to initiation of site work or issuance of building permit.
6. Construction Operations Plan/Site Logistics Plan, including any traffic lane/sidewalk closures, temporary walkways, detours, signage, haul routes to & from site, and construction worker parking plan shall be submitted to the Department of Transportation, Traffic and Parking for review and approval to prior to City Plan signoff on final plans for building permit.
7. A site bond will be required in conformity with Connecticut General Statutes Section 8-3(g). Bond, or other such financial instrument, shall be provided to the City Plan Department, in an amount equal to the estimated cost of implementation of erosion and sediment controls, plus 10 percent, prior to City Plan final sign-off on plans for building permit.
8. The name of an individual responsible for monitoring the soil erosion and sediment control plan on a daily basis during the construction period shall be provided to the City Plan Department, prior to City Plan signoff on final Plans.
9. Any proposed work within City right-of-way will require separate permits.
10. Any sidewalks or curbs on the perimeter of the project deemed to be in damaged condition shall be replaced or repaired in accord with City of New Haven standard details.
11. Any proposed removals of street trees must be coordinated with the Department of Parks, Recreation, and Trees prior to sign-off for building permits.
12. Filing (with City Plan) and implementation of a Storm Drainage Maintenance Plan and Inspection Schedule is required.
13. Following completion of construction, any catch basins in the public right-of-way impacted by the project shall be cleaned, prior to issuance of Certificate of Occupancy.
14. As-built site plan shall be filed with City Plan Department, with a copy to the City Engineer, prior to issuance of Certificate of Occupancy. Site Plan shall be submitted in mylar and digital form (.pdf).

Submission: SPR Application Packet including DATA, WORKSHEET, SITE, SESC, and CSPR forms. NARRATIVE attached. Application fee: \$360. Received April 22, 2021

- Application Form. Received April 22, 2021. Revised May 13, 2021. Revised May 18, 2021.
- Architectural drawings. 14 sheets. Received April 22, 2021. Revised May 13, 2021. Revised May 18, 2021.
- Project Narrative. Received April 22, 2021. Revised May 13, 2021. Revised May 18, 2021.
- Stormwater Analysis Memo. Received May 18, 2021.

PROJECT SUMMARY:

Project: Additions to an existing structure
Address: 18 Tower Lane
Site Size: 4.4 Acres
Building size: 198,688SF
Zone: PDD 15
Parking: 139 parking spaces total
Owner: New Haven Jewish Community
Applicant: Same as above
Agent: Katy Gagnon of Langan
Site Engineer: Same as above

Phone: N/A
Phone:
Phone: 203.784.3046
Phone:

BACKGROUND

Zoning:

The Site Plan as submitted meets the requirements of the New Haven Zoning Ordinance for the PDD 15.

Site description/existing conditions: 18 Tower Lane consist of two parcels and encompasses an area of approximately 4.4 Acres. It is occupied by two residential high-rise buildings: A 21 stories tower ("Tower One") and 13 stories tower ("Tower East") a yard and a paved parking area. The site is bounded by the S Frontage Rd to the north, Church St S in the west, a parking lot and a playground in the south, and S Orange St in the east.

Proposed activity: The proposed project involves two ground floor additions onto the existing structure. One, about 100sf addition, will serve as a new vestibule and the other, about 1,630sf addition, will serve as a revised entrance and waiting room. Both additions will support the existing Senior Living Apartment use. No change to the number of dwelling units is proposed (328 existing dwelling units).

Motor vehicle circulation/parking/traffic: There is no change to the existing 139 parking spaces, provided on site. Site work associated with the proposed building additions include a revised entrance walk, with pergola above, and a revised drop-off area. Also, a row of existing ADA parking spaces are proposed to be restriped with no change to the existing number of parking spaces. Vehicles will access the site via an existing curb cut along Tower Lane.

Bicycle parking: No bicycle parking is proposed. No change to existing conditions.

Trash removal: Not applicable.

Signage: No new signage proposed at this time. All signage must meet zoning ordinance requirements.

Sec. 58 Soil Erosion and Sedimentation Control:

- ☒ **Class A** (minimal impact)
☐ **Class B** (significant impact)
☐ **Class C** (significant public effect, hearing required)

Cubic Yards (cy) of soil to be moved, removed or added: 25

Start Date: Spring 2022

Completion Date: Summer 2023

Once a contractor is chosen, an individual will be named as the individual responsible for monitoring soil erosion and sediment control measures on a daily basis, and that name provided to the City Plan Department prior to signoff of final plans for permits.

This individual is responsible for monitoring the site to assure there is no soil or runoff entering City catch basins or the storm sewer system. Other responsibilities include:

- monitoring soil erosion and sediment control measures on a daily basis;
- assuring there is no dust gravitation off site by controlling dust generated by vehicles and equipment and by soil stockpiles during construction phases;
- determining the appropriate response, should unforeseen erosion or sedimentation problems arise; and
- ensuring that SESC measures are properly installed, maintained and inspected according to the SESC Plan.

Should soil erosion problems develop (either by wind or water) following issuance of permits for site work, the named party is responsible for notifying the City Engineer within twenty-four hours of any such situation with a plan for immediate corrective action.

All SESC measures are required to be designed and constructed in accordance with the latest Standards and Specifications of the *Connecticut Guidelines for Soil Erosion and Sediment Control*.

Note: Because the project is between 1 and 5 acres ("small construction"), the applicant is not required to obtain a General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction from CT DEEP as long as the applicant has adhered to the erosion and sediment control regulations of the municipality in which the construction activity, in this case, the City of New Haven.

Sec. 60 Stormwater Management Plan: Submission meets requirements within the footprint of the disturbed area. The Stormwater Analysis Memo dated May 18, 2021 addresses the excess retention volume for the additional impervious area.

REQUIRED DOCUMENTATION

- ☐ Soil characteristics of site;
☐ Location of closest surface water bodies and depth to groundwater;
☐ DEEP ground and surface water classification of water bodies;
☐ Identification of water bodies that do not meet DEEP water quality standards;
☒ Proposed operations and maintenance manual and schedule;
☒ Location and description of all proposed BMPs;
☒ Calculations for stormwater runoff rates, suspended solids removal rates, and soil infiltration rates;
☒ Hydrologic study of pre-development conditions commensurate with conditions.

STANDARDS

- ☒ Direct channeling of untreated surface water runoff into adjacent ground and surface waters shall be prohibited;
- ☒ No net increase in the peak rate or total volume of stormwater runoff from the site, to the maximum extent possible, shall result from the proposed activity;
- ☒ Design and planning for the site development shall provide for minimal disturbance of pre-development natural hydrologic conditions, and shall reproduce such conditions after completion of the proposed activity, to the maximum extent feasible;
- ☒ Pollutants shall be controlled at their source to the maximum extent feasible in order to contain and minimize contamination;
- ☒ Stormwater management systems shall be designed and maintained to manage site runoff in order to reduce surface and groundwater pollution, prevent flooding, and control peak discharges and provide pollution treatment;
- ☒ Stormwater management systems shall be designed to collect, retain, and treat the first inch of rain on-site, so as to trap floating material, oil and litter;
- ☒ On-site infiltration and on-site storage of stormwater shall be employed to the maximum extent feasible;
- ☒ Post-development runoff rates and volumes shall not exceed pre-development rates and volumes for various storm events. Stormwater runoff rates and volumes shall be controlled by infiltration and on-site detention systems designed by a professional engineer licensed in the state of Connecticut except where detaining such flow will affect upstream flow rates under various storm conditions;
- ☒ Stormwater treatment systems shall be employed where necessary to ensure that the average annual loadings of total suspended solids (TSS) following the completion of the proposed activity at the site are no greater than such loadings prior to the proposed activity. Alternately, stormwater treatment systems shall remove 80 percent TSS from the site on an average annual basis; and
- ☒ Use of available BMPs to minimize or mitigate the volume, rate, and impact of stormwater to ground or surface waters.

Sec. 60.1 Exterior Lighting: Not applicable.

Sec. 60.2 Reflective Heat Impact: SUBMISSION MEETS REQUIREMENTS

STANDARDS

- ☒ 50% of all on-site non-roof hardscape or paved areas will be either:
 - ☒ shaded AND/OR
 - ☒ constructed of a material with a solar reflectance index of at least 29.

TOTAL SF of non-roof hardscape:

109,639 SF

50% of non-roof hardscape:

54,820 SF

Shaded (average)	33,998 SF
SRI > 29	21,468 SF
Concrete Sidewalks	8,065 SF
StreetBond coating	13,403 SF
TOTAL PROPOSED SHADED/HIGH SRI AREA	55,466 SF
% SHADED/HIGH SRI PROPOSED	50.6%

COASTAL SITE PLAN REVIEW

The Commission's Coastal Site Plan Review, in accordance with Section 55.C of the New Haven Zoning Ordinance shall consider the characteristics of the site, including location and condition of any coastal resources; shall consider the potential effects, both beneficial and adverse, of the proposed activity on coastal resources and future water-dependent development opportunities; follow the goals and policies of the Connecticut Coastal Management Act, as amended, and identify conflicts between the proposed use and any goal or policy of the Act.

Applications for development on waterfront parcels shall additionally consider protection of the shoreline where there is erosion or the development is likely to cause erosion; degree of water dependency; preservation of

significant natural vistas and points or avenues of views of the waterfront; provision of meaningful public access; and insurance of outstanding quality of design and construction to produce an environment that enhances its waterfront location.

The Commission will also consider whether the proposed application is consistent with the City's Municipal Coastal Program.

Characteristics and Condition of Coastal Resources at or Adjacent to the site:

Coastal Program Criteria	Comments
1. Potential adverse impacts on coastal resources and mitigation of such impacts	Adequate soil erosion monitoring and soil erosion control structures will be implemented during construction.
2. Potential beneficial impacts	<i>None.</i>
3. Identify any conflicts between the proposed activity and any goal or policy in the §22a-92, C.G.S. (CCMA)	<i>None.</i>
4. Will the project preclude development of water dependent uses on or adjacent to this site in the future?	<i>No</i>
5. Have efforts been made to preserve opportunities for future water-dependent development?	<i>N/A</i>
6. Is public access provided to the adjacent waterbody or watercourse?	<i>N/A</i>
7. Does this project include a shoreline flood and erosion control structure (i.e. breakwater, bulkhead, groin, jetty, revetment, riprap, seawall, placement of barriers to the flow of flood waters or movement of sediment along the shoreline)?	<i>No</i>
8. Does this project include work below the Coastal Jurisdiction Line (i.e. location of topographical elevation of the highest predictable tide from 1983 to 2001)? New Haven CJL elevation is 4.6'.	<i>No</i>

SITE PLAN REVIEW

Plans have been reviewed by the Site Plan Review team with representatives from the Departments of City Plan, City Engineer, Building, Disabilities Services and Transportation, Traffic and Parking and have been found to meet the requirements of City ordinances, regulations, and standard details.

COASTAL FINDING:

Taking into consideration all of the above information, the City Plan Commission finds the proposed activity consistent with all applicable goals and policies in Section 22a-92 of the Connecticut Coastal Management Act and incorporates as conditions or modifications all reasonable measures which would mitigate the adverse effects on coastal resources. The Commission therefore makes a finding of no impact on coastal resources and approval for a coastal permit to be issued.

SITE PLAN REVIEW

Plans have been reviewed by the Site Plan Review team with representatives from the Departments of City Plan, City Engineer, Building, Disabilities Services and Transportation, Traffic and Parking and have been found to meet the requirements of City ordinances, regulations, and standard details.

SITE PLAN ACTION

The City Plan Commission approves the submitted Site Plans subject to conditions on Page 1.

ADOPTED: May, 19, 2021
Leslie Radcliffe
Chair

ATTEST: _____
Aïcha Woods
Executive Director, City Plan Department

Tab III G

Disclosure Statement

Disclosure Statement of The New Haven Jewish Community Council Housing Corporation

The New Haven Jewish Community Council Housing Corporation is a Connecticut Nonstock Nonprofit Corporation with no members. Its officers and members of the Board of Directors are as follows:

Cindy Leffell

Chair of the Board

Jamie Zubkoff

Vice Chair

Lori Brochin

Treasurer

Linda Randell

Secretary

Linda Cedarbaum

Josef Adler

Robert Cole

Renee Drell

Dr. Laurie Harkness

Dr. Stephanie Jacobson

Marc Olins

Sammy Parry

Ina Silverman

Gayle Stossberg

Gustave (Gus) Keach-Longo

President/Chief Executive Officer

Tab III J


Certificates, Corporate Resolution

CERTIFICATE OF THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION

I, Gustave Keach-Longo, President and Chief Executive Officer of The New Haven Jewish Community Council Housing Corporation (doing business as "The Towers at Tower Lane"), the Applicant for a tax abatement under the City of New Haven's program for Tax Abatement for low-income and moderate-income residents hereby certifies that the information contained in the application of The New Haven Jewish Community Council Housing Corporation for a tax abatement is true and correct to the best of my knowledge.


Witness STEPHANIE CHU YEN

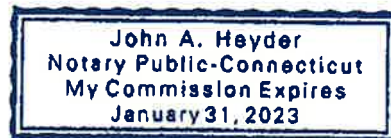
THE NEW HAVEN JEWISH COMMUNITY
COUNCIL HOUSING CORPORATION


Witness Jimmy Perkins

By: 
Gustave Keach-Longo
Its: President and CEO

Personally appeared Gustave Keach-Longo before me this 28th day of June 2022, who acknowledged himself to be the President and CEO of The New Haven Jewish Community Council Housing Corporation, a Connecticut Corporation, and that as such President and CEO, being authorized to do so, executed the foregoing Certificate for the purposes contained therein by signing on behalf of The New Haven Jewish Community Council Housing Corporation as his free act and deed as such President and CEO.


Notary Public



**RESOLUTION
OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF
THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION**

WHEREAS, Article VII of the Bylaws of The New Haven Jewish Community Council Housing Corporation (doing business as and referred to herein as "The Towers at Tower Lane") provides that the Executive Committee of the Board of Directors of The Towers at Tower Lane shall have and may exercise all of the authority of the Board of Directors of The Towers at Tower Lane during intervals between meetings of the Board of Directors, subject to certain limitations not applicable in this instance; and

WHEREAS, the Executive Committee of the Board of Directors of The Towers at Tower Lane met on June 29, 2022; and

WHEREAS, The Towers at Tower Lane has an existing Tax Abatement Agreement with the City of New Haven, signed on December 31, 1990 and expiring on March 24, 2023 with respect to its Tower East building (the "Tower East Tax Abatement Agreement"); and

WHEREAS, The Towers at Tower Lane has an existing Tax Abatement Agreement with the City of New Haven with respect to its Tower One building which expires on June 30, 2049 (the "Tower One Tax Abatement Agreement"); and

WHEREAS, The Towers at Tower Lane desires to terminate the Tower One Tax Abatement Agreement and the Tower East Tax Abatement Agreement; and

WHEREAS, The Towers at Tower Lane desires to enter into a new Tax Abatement Agreement with the City of New Haven which provides tax abatements for both the Tower One building and the Tower East building in one agreement, as set forth more fully in The Towers at Tower Lane's application dated June 29, 2022 for a tax abatement to the City of New Haven.

THEREFORE BE IT RESOLVED, that the Executive Committee of the Board of Directors authorizes the termination the Tower East Tax Abatement Agreement and the Tower One Tax Abatement Agreement.

THEREFORE BE IT FURTHER RESOLVED, that the Executive Committee of the Board of Directors authorizes the Towers at Tower Lane to enter into a new Tax Abatement Agreement with the City of New Haven for the Tower One building and the Tower East building as set forth in The Towers at Tower Lane's application for a tax abatement or an agreement substantially similar thereto.

THEREFORE BE IT FURTHER RESOLVED, that the Executive Committee of the Board of Directors authorizes the designees listed below to apply for, negotiate, and execute a new Tax Abatement Agreement with the City of New Haven upon the terms set forth in its Tax Abatement Application or upon terms substantially similar thereto.

The Towers at Tower Lane designees:

Gustave Keach -Longo, its President and Chief Executive Officer
John Heyder, its Chief Financial Officer

Adopted as of the 29th day of June, 2022


Linda L. Randell, Secretary

Exhibit IV 2

Organization Documents

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION**

Article 1. The name of the corporation is The New Haven Jewish Community Council Housing Corporation (the "Corporation").

Article 2. The Corporation is organized and shall be operated exclusively for charitable and/or religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law (herein called the "Code"). In furtherance of the foregoing general activities and purposes, the specific activities and purposes to be conducted, promoted and carried out by the Corporation shall be:

- (a) To provide for elderly families and elderly persons on a non-profit basis rental housing and related facilities and services specially designed to meet the physical, social, and psychological needs of the aged and contribute to their health, security, happiness and usefulness in longer living.
- (b) To plan, construct, operate, maintain and improve rental housing and related facilities and services for elderly families and elderly persons.
- (c) To acquire by gift or purchase, holding, sell, convey, assign mortgage, or lease any property, real or personal, necessary or incident to the provision of rental housing and related facilities and services for elderly families and elderly persons.

- (d) To borrow money and to issue evidence of indebtedness in furtherance of any or all of the objects of its business; and to secure loans by mortgage, pledge, or other lien.
- (e) To apply for, obtain and contract with any Federal Agency for a direct loan or loans or other financial aid in the form of mortgage insurance or otherwise for the provision of rental housing and related facilities and services for elderly families and elderly persons.
- (f) To engage in any kind of activity, and to enter into, perform, and carry out contracts of any kind, necessary or in connection with, or incidental to the accomplishment of any one or more of the non-profit purposes of the Corporation.
- (g) To accept gifts, devises or bequests of every nature and description to carry out the above and foregoing purposes.
- (h) except as otherwise herein provided, engage in any lawful act or activity for which a corporation may be formed under the Connecticut Revised Nonstock Corporation Act that is not inconsistent with the express limitations contained in this Amended and Restated Certificate of Incorporation.

Article 3. The Corporation shall be subject to the following additional restrictions and requirements:

- (a) The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. No substantial part of the activities of the

Corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation.

(b) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its officers, directors or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse reasonable expenses incurred, to purchase goods and services at reasonable prices, and to provide programs, services and other benefits, all in furtherance of the exclusively charitable and/or religious purposes of the Corporation set forth in Article 2 hereof, and to make distribution of its assets upon dissolution as provided for in Article 10 hereof.

(c) Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, the Corporation shall not conduct any other activities not permitted to be conducted by (a) a corporation exempt from federal income tax under section 501(c)(3) of the Code, or (b) a corporation, contributions to which are deductible under section 170(c)(2) of Code.

Article 4. The Corporation is nonprofit and shall not have or issue shares of stock or make distributions.

Article 5. The Corporation shall have no members.

Article 6. The management and control of the Corporation shall be vested in a Board of Directors, consisting of not less than seven directors elected in the manner provided by the Bylaws. The qualifications of the directors together with their terms of office, manner of election, removal, change of number, filling of vacancies and of newly created director positions, powers, duties and liabilities shall, except as otherwise

provided in this Amended and Restated Certificate of Incorporation or by the laws of the State of Connecticut, be as prescribed by the Bylaws. The directors shall elect the regular officers of the Corporation in the manner provided in the Bylaws. The directors and officers shall serve without compensation.

Article 7. Bylaws of the Corporation shall be adopted by the directors and may be amended only as provided therein, provided that such Bylaws and amendments thereto shall not conflict with the provisions of this Amended and Restated Certificate of Incorporation or of the Regulatory Agreement.

Article 8. This Amended and Restated Certificate of Incorporation, except Articles 7 and 10 hereof, may be amended by a vote of two-thirds of the directors of the Corporation at any annual meeting, or at a special meeting called for that purpose.

Article 9. The duration of this Corporation shall be perpetual.

Article 10. In the event of the dissolution, all of the assets of the Corporation shall be transferred and assigned to The Jewish Federation of Greater New Haven, Inc. (the "Federation") or its successor provided that the Federation or its successor, as applicable, is an organization exempt from federal income tax under Section 501(c)(3) of the Code and that is not a private foundation as described in Section 509(a) of the Code, and further provided that any such assets shall be used by the Federation exclusively for the purpose of providing shelter, care and services for elderly persons based on Jewish values and traditions. If the Federation or any successor thereto is not in existence at the time of dissolution of the Corporation, its assets shall be distributed to one or more organizations exempt under Section 501(a) of the Code that are described in Section 501(c)(3) of the Code and is not a private foundation as described in Section 509(a) of

the Code. The Corporation shall (i) be empowered only to engage in activities in furtherance of the above-described exclusively charitable and/or religious purposes, and (ii) not be empowered to engage in activities that would cause the Corporation to cease to be qualified as exempt under Section 501(a) of the Code as described in Section 501(c)(3) of the Code, or that would cause contributions to the Corporation to cease to be deductible under Section 170(c)(2) of the Code.

Article 11. Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, the directors and officers of the Corporation who are not compensated on either a salary or prorated equivalent basis for services rendered in such capacities shall be immune from civil liability for any act or omission resulting in damage or injury to the full extent provided under Section 52-557m of the Connecticut General Statutes, including any amendments to or substitutions for such Section 52-557m which may be made from time to time.

Article 12.

A. No person who is or was a director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of duty as a director in an amount that exceeds the compensation, if any, received by the director for serving the Corporation during the year of the violation if such breach did not (a) involve a knowing and culpable violation of law by the director, (b) enable the director or an associate, as defined in Section 33-840 of the Connecticut General Statutes, to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the director to the Corporation under circumstances in which the director was aware that his or her conduct or omission created an unjustifiable risk of serious injury to

the Corporation, or (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the Corporation. Any lawful repeal or modification of this Article or the adoption of any provision inconsistent herewith by the Board of directors of the Corporation shall not, with respect to a person who is or was a director, adversely affect any limitation of liability, right or protection of such person existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith.

B. The limitation of liability of any person who is or was a director provided for in this Article shall not be exclusive of any other limitation or elimination of liability contained in, or which may be provided to any person under, Connecticut law as in effect on the effective date of this Certificate of Incorporation and as thereafter amended.

Article 13. The Corporation shall indemnify, and advance expenses to, its directors, officers, employees, and agents, and their legal representatives, to the maximum extent permitted by the Connecticut Revised Nonstock Corporation Act, as amended and may procure insurance to cover such obligation with or without sharing costs of insurance with those benefited thereby. At any time, the Regulatory Agreement is in effect, this provision shall be subject to the permitted source of payment requirements of Article 14, Section 11.

Article 14. HUD-Required Provisions. Notwithstanding any clause or provision in this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation to the contrary and so long as the United States Department of Housing and Urban Development ("HUD") or a successor or assign of HUD is the insurer or holder of a loan to the Corporation ("the HUD-insured Loan") secured by the mortgage on Tower

One & Tower East and FHA Project Number 017-11198 in the City of New Haven, County of New Haven and State of Connecticut (the "Project") the following provisions shall apply:

1. If any of the provisions of the organizational documents conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.

2. No provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Amended and Restated Certificate of Incorporation and any other provision of this Amended and Restated Certificate of Incorporation, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in this Amended and Restated Certificate of Incorporation and any HUD-required provisions of this Amended and Restated Certificate of Incorporation, the HUD-required provisions will govern.

3. Unless otherwise approved in writing by HUD, the Corporation's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and the activities incidental thereto. The Corporation shall not engage in any other business or activity. The Project shall be the sole asset of the Corporation, which shall not own any other real estate other than the aforesaid Project.

4. None of the following will have any force or effect without the prior written consent of HUD:

- a. Any amendment that modifies the term of the Corporation's existence;

- b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD 2530, Previous Participation Certification, or 24 CFR § 200.210, et seq.);
- c. Any amendment that in any way affects the HUD Loan Documents;
- d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Corporation for all matters concerning the Project which require HUD's consent or approval.
- e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1; or
- f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

5. The Corporation is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

6. Any incoming member/partner/owner of the Corporation must as a condition of receiving an interest in the Corporation agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other member/partners/owners.

7. Upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.


8. The key principals of the Corporation identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.

9. The Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

10. The Corporation has designated Jackie Curl as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Corporation in all such matters. The Corporation may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Corporation will promptly provide HUD with the name of that person and the nature of that person's management authority.

11. Notwithstanding any provision in this Amended and Restated Certificate of Incorporation to the contrary, any obligation of the Corporation to provide indemnification under this Certificate of Incorporation shall be limited to (i) amounts mandated by state law, if any, (ii) coverage afforded under any liability insurance carried by the Corporation and (iii) available "surplus cash" of the Corporation as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Corporation shall not (a) pay funds to any members, partners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, partners, officers and directors.

Approved By:



Gustave Keach-Longo, CEO

**THE NEW HAVEN JEWISH COMMUNITY COUNCIL
HOUSING CORPORATION**

AMENDED AND RESTATED BYLAWS

ARTICLE I

THE CORPORATION

The Corporation is a nonstock corporation organized under the Connecticut Revised Nonstock Corporation Act, as amended. The Corporation shall be known as The New Haven Jewish Community Council Housing Corporation d/b/a The Towers at Tower Lane and shall be referred to in these Bylaws as the "Corporation."

ARTICLE II

PURPOSE

The purposes of the Corporation are to provide rental housing and related supportive services that contribute to the basic needs of elderly persons as further set forth in Article 2 of its Amended and Restated Certificate of Incorporation on file in the office of the Secretary of the State of Connecticut. In the event of any conflict between the purposes set forth in these Bylaws and those set forth in the Certificate of Incorporation, the provisions of the Certificate of Incorporation shall prevail.

ARTICLE III

MEMBERSHIP

The Corporation shall have no members.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number and Eligibility

(a) The affairs of the Corporation shall be governed by a Board of Directors that shall consist of no less than twelve nor more than twenty-four directors who shall, collectively, be broadly representative of community interest and professional experience. Each director shall make an annual contribution to The Towers Foundation, Inc. and support The Towers events. Each director shall make an annual contribution to The Jewish Federation of Greater New Haven, Inc.

(b) There shall be one class of directors each of whom shall be elected by the Board of Directors. Notwithstanding the foregoing, any director serving by virtue of being a Federation Director or Resident Director at the time of the adoption of these Amended and Restated Bylaws, and any At-Large Director reaching a term limit under the bylaws in effect prior to the adoption of these Amended and Restated Bylaws, shall continue in office until the next Annual Meeting following such adoption.

Section 2. Governing Powers

The Board of Directors shall have all of the powers and duties necessary or appropriate for the administration of the affairs of the Corporation and may do all such acts and things not prohibited by law or by the Certificate of Incorporation or by these Bylaws.

Section 3. Election and Term of Office

(a) Elections. All elections shall be by majority vote of those directors present at a meeting at which a quorum is present. Elections to fill expiring terms or to fill seats caused by an expansion of the board shall take place at a meeting prior to the Annual Meeting. Directors shall take office at the Annual Meeting or, in the case of an election to fill a vacancy, upon their election.

(b) Directors shall be divided as nearly as possible into three groups, such that one-third (or the closest approximation thereof) of the Directors shall be elected by the Board of Directors for three-year terms to fill expiring terms in accordance with Article V, Section 2 following nomination of candidates by the Governance Committee. Directors shall serve no more than three full consecutive three-year terms provided that if a Director is elected to fill a vacancy on the Board, a term of one year or less will not count towards the term limit. In addition, these term limits are extended for a person who serves as Chair during a tenth or eleventh consecutive year on the Board and for an Immediate Past Chair, a person who just finished serving as Chair, during a tenth or later consecutive year on the Board. A Director, after a lapse of one year following said three consecutive full terms (or additional term(s) in the case of the Chair or Immediate Past Chair) is eligible for nomination and election to the Board of Directors.

Section 4. Director's Vacancy

(a) Each Director is under a good faith obligation to remain on the Board of Directors only so long as his or her schedule permits the time required to attend to duties as a Director.

(b) The Governance Committee shall nominate one or more candidates to fill vacancies. Vacancies, due to death, resignation or removal, in any unexpired term of a Director may be filled any time by vote of those Directors present at a duly constituted meeting of the Board. A Director elected to fill a vacancy shall hold office until the next Annual Meeting of the Board of Directors and until his or her successor is elected and qualified.

(c) Any Director may be removed with or without cause at any duly noticed meeting by a majority vote of the entire membership of the Board of Directors. Any Director whose removal has been proposed shall be given an opportunity at the meeting to be heard prior to the vote on removal. Any meeting at which removal will be voted on shall include notice of such proposed action. A person so removed may not be nominated as his or her own successor during the period of his or her original term as Director.

Section 6. Conflict of interest.

The Corporation shall have a Conflict of Interest Policy which may be amended from time-to-time by the Board of Directors. No Director, or a Related Person to a Director, shall have a Significant Business Relationship with the Corporation, as defined in the Conflict of Interest Policy. Transactions which do not represent a Significant Business Relationship may be approved by the Board of Directors if they are in compliance with Section 33-1127 *et. seq.* of the Connecticut General Statutes, as may be amended from time-to-time, and the Conflict of Interest Policy and to the extent such transaction does not constitute an excess benefit transaction, as defined in Section 4958 of the Internal Revenue Code.

Section 7. Compensation

No compensation shall be paid to Directors or Officers for their services as such. Directors and Officers may be reimbursed for actual expenses incurred by them in the performance of their duties. In addition, upon approval of the Board of Directors and subject to the Conflict of Interest Policy, a Director or Officer may also be compensated for services provided to the Corporation in a capacity other than as Director or Officer.

Section 8. Insurance

The Corporation shall maintain Officers and Directors liability insurance.

ARTICLE V

MEETINGS

Section 1. Place of Meetings

Meetings of the Board of Directors shall be held at the principal office or place of business of the Corporation or at such other suitable place as may be designated by the Chair of the Board.

Section 2. Annual Meetings

Annual Meetings shall be held in October of each year at a date and time set by the Chair of the Board or shall be held at such other time within 60 days prior to or after October as the Chair in his/her discretion may determine.

Elections of Directors and Officers shall be held at the meeting prior to the Annual Meetings in accordance with Article IV, Section 3. Installation shall be held at the Annual Meeting. The Board of Directors may transact such other business of the Corporation at that time as may properly come before it.

Section 3. Regular Meetings

At least five regular meetings of the Board of Directors shall be held during each fiscal year.

Section 4. Notice of Meetings

(a) The Secretary shall give notice of the Annual Meeting by mail, electronic transmission, telephone, orally, voice mail, personal delivery or delivery service, such notice to set forth the time and place where the meeting is to be held, to each Director at his or her address, e-mail address, phone or facsimile number as it appears in the records of the Corporation or, if no such address or number appears, at his or her last known place of address, at least seven but not more than thirty days prior to such meeting. The delivery of notices in these manners shall be considered notice served.

(b) The Secretary shall give notice of each regular meeting by mail, electronic transmission, telephone, orally, voice mail, personal delivery or delivery service to each Director at least three days prior to the day named for such meeting, provided that no notice need be given of a regularly scheduled meeting held in accordance with a schedule of meetings distributed to the Board.

Section 5. Special Meetings

The Chair of the Board may call a special meeting of the Board of Directors by giving written notice by mail, electronic transmission, telephone, orally, voice mail, personal delivery, or delivery service to each Director at least one day prior to the day named for such meeting. The notice shall state the time, place and purpose of the meeting. A special meeting of the Board of Directors shall be called by the Chair of the Board or Secretary in like manner and on like notice on the written request of at least seven Directors to the Chair of the Board.

Section 6. Waiver of Notice

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without raising an objection shall also be a waiver of notice by him or her of the time and place thereof.

Section 7. Quorum

At all meetings of the Board of Directors, a majority of the total number of Directors then in office shall constitute a quorum. In the event that a quorum is not present any business conducted at such a meeting will be effective upon ratification at the next meeting at which a quorum is present.

Section 8. Participation by Teleconference

A Director may participate at any meeting using any means of communication by which all directors participating may simultaneously hear each other during the meeting. Participation in this fashion shall be deemed attendance at the meeting.

Section 9. Action by Unanimous Consent

Any action by the directors or any committee may be taken without a meeting if a written consent thereto is signed by all the directors or all the members of the applicable committees and filed with the records of the meetings of the directors. Such consent may be received by mail, FAX, email or other electronic means suitable for retention, retrieval, and reproduction by the recipient. Such consent shall be treated for all purposes as a vote at a meeting.

Section 9. Voting

At every meeting of the Board of Directors, each Director present shall have the right to cast one vote on each question or motion. The vote of the majority of those present shall decide any question or motion brought before such meeting, unless the question or motion is one upon which, by law, the Certificate of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern and control.

ARTICLE VI OFFICERS

Section 1. Designation

The officers shall be the Chair of the Board, President/CEO, Vice-Chair, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. With the exception of the CEO/President, the officers shall be chosen from among the directors. In addition, the Board of Directors may elect a Chair-Elect.

Section 2. Election of Officers

Elections for officers of the Corporation to fill expiring terms shall be held at meeting prior to the Annual Meeting of the Board of Directors. All Officers shall be elected from the membership of the Board of Directors. No officer shall automatically succeed to any other office. The Board of Directors may appoint such temporary or acting officer or officers as may be necessary during the temporary absence or disability of an officer.

Section 3. Terms and Term limitations.

Officers shall serve for such term as set forth in this Section 3 or until their successors are elected and shall qualify. Officers are subject to such term limitations as further set forth in this Section 3.

(a) The Chair of the Board shall be elected to a two-year term and may be elected to an additional one-year term. No Chair of the Board shall be elected to more than three years in such office.

(b) The President/CEO shall be appointed by the Board and shall serve for the term set forth in his or her contract of employment with the Corporation; provided that in the absence of a contract, he or she may continue to serve until the earlier of the appointment of his or her replacement or his or her removal by the Board.

(c) The Vice-Chair, Secretary, and Treasurer shall each be elected to a one-year term. Each of these officers may be elected to two additional one-year terms, provided they shall not be elected to more than three years in such offices. The Vice-Chair, Secretary or Treasurer may be elected to offices they

have not previously held, without regard to the term limitations set forth in this Section 3, b.

(d) The Chair-Elect, if any, shall be elected to a one-year term, ordinarily coinciding with the Chair's last year in office. A Chair-Elect may serve one additional one-year term.

Section 4. Vacancies

Except as otherwise provided in these Bylaws, in case the office of any officer elected by the Board becomes vacant due to death, resignation or removal, the vacancy may be filled for the unexpired term by action of the sole remaining directors in office, though such remaining directors are less than a quorum, though the number of directors acting is less than a quorum, and though such a majority is less than a quorum or the required minimum number of approving directors.

Section 5. Removal

Any officer may be removed with or without cause at any duly noticed meeting by a vote of the majority of the entire membership of the Board of Directors. Any officer whose removal has been proposed shall be given an opportunity at the meeting to be heard prior to the vote on removal. Any meeting at which removal will be voted on shall include notice of such proposed action.

Section 6. Chair of the Board

The Chair of the Board shall have general supervision over the business of the Corporation, subject to the control of the Board. He or she shall preside at each meeting of the Board, provided however, that the Chair may delegate this duty to another member of the Board of Directors. The Chair of the Board shall be a voting *ex-officio* member of all committees of the Board. In general, the Chair shall perform all duties incident to the office of Chair and as such other duties as may from time to time be assigned by these Bylaws or by the Board.

Section 7. President/CEO

(a) The President/CEO shall be the chief executive and administrative officer of the organization. The President/CEO shall see that all orders and resolutions of the officers and Board of Directors are carried into effect and shall

perform such duties as set forth in the job description and as may be assigned from time to time by these Bylaws or the Board of Directors.

(b) The President/CEO shall not be a member of the Board of Directors. He or she shall be a non-voting *ex officio* member of all committees of the Corporation, and shall attend all committee meetings, except for the Executive Committee and Governance Committee, either in person or through delegation. The Executive Committee may excuse the CEO or his or her delegate from any meeting or portion thereof.

Section 8. Chair-Elect of the Board

The Chair-Elect of the Board, if any, shall assist the Chair of the Board in performing the Chair of the Board's duties as and when requested by the Chair of the Board and shall perform such other duties as are delegated to him or her by the Chair of the Board. The Chair-Elect of the Board shall perform the duties of the Chair of the Board in the event of the Chair of the Board's absence or incapacity.

Section 9. Vice-Chair

The Vice-Chair shall have such powers and perform such duties as may be assigned by the Board of Directors or the Chair. In the absence or disability of the Chair, the Vice-Chair shall have such powers and perform the duties and exercise the powers of the Chair.

Section 10. Secretary

The Secretary shall be responsible for preparing and maintaining custody of minutes of all meetings of the Board of Directors and for authenticating and maintaining the records of the Corporation, and shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of secretary and such other duties as the Board of Directors may prescribe. In the absence of the Secretary from any meeting of directors, a temporary secretary designated by the person presiding at the meeting shall perform the duties of the secretary with respect to recording minutes of the meeting.

Section 11. Treasurer

The Treasurer shall, subject to the direction and control of the Board of Directors, have general charge of the financial affairs of the Corporation, shall cause to be kept full and accurate books of account, shall prepare, distribute and retain or cause to be prepared, distributed and retained all reports, records and returns required by law regarding the Corporation's financial status, and have such other powers and perform such other duties as are usually incident to that office and as may be vested in that office by these Bylaws, the Board of Directors or the Chair of the Board.

ARTICLE VII COMMITTEES

Section 1. Board Committees

The Corporation shall have an Executive Committee, a Finance Committee, a Governance Committee and such other Committees which may exercise delegated authority of the Board of Directors to the extent permitted by law and as the Board may determine necessary or advisable. Board Committees shall include such voting and non voting *ex officio* members as set forth in these Bylaws and such other members elected by the Board from their own number as provided for in these Bylaws.

Section 2. Meetings, Notices, and Quorum.

The Executive Committee, Finance Committee, Governance and any other Board Committees shall have the same requirements for conducting business as those set forth Article IV and Article V of these Bylaws entitled respectively "Directors" and "Meeting", except that meetings of the Executive Committee may be held without notice, meetings of the Finance Committee may be held on one day's notice and Committees shall not be required to hold annual meetings.

Section 3. Advisory Committees and Task Forces.

Advisory Committees or Task Forces that do not have delegated powers to act for the Board, may be established by and their members appointed by the Chair of the Board or the Board of Directors. Advisory Committees may include Board members and non Board members and they are not subject to the requirements of Article VII, Section 2 entitled "Meeting, Notice and Quorum". Such additional Advisory Committees or Task Forces may be established as Standing Committees or Ad Hoc Committees.

Section 4. Executive Committee

The Executive Committee shall be a Standing Committee of the Board. consist of the following voting *ex officio members*: the Chair of the Board, Vice Chair, Secretary, Treasurer, and Immediate Past Chair of the Board (provided he or she is a member of the Board of Directors), and no more than two (2) additional members of the Board of Directors who may be nominated by the Governance Committee and elected by the Board of Directors. Any member of the Executive Committee who is not also an officer may be removed by a vote of a majority of the members of the Executive Committee at a committee meeting at which a quorum is present.

Section 5. Powers of the Executive Committee

During the intervals between meetings of the Board of Directors, and subject to such limitations as may be provided by law, the Corporation's Certificate of Incorporation, these Bylaws, or by resolution of the Board of Directors, the Executive Committee shall have and may exercise all the authority of the Board of Directors. The Executive Committee shall make a full report of all actions that it has taken to the next meeting of the Board of Directors.

Section 6. Finance Committee

(a)The Finance Committee shall be a Standing Committee of the Board. The Finance Committee shall consist of the Treasurer as a voting *ex officio* member and such other additional members of the Board of Directors who may be nominated by the Chair of the Governance Committee and elected by the Board of Directors.

(b)The Finance Committee shall be charged with overall financial monitoring and oversight, preparation and review of the operating budget, review of financial statements and all reports, records and returns required by law regarding the Corporation's financial status, including, but not limited to Forms 990 and other tax filings, and oversight of investments and retirement fund investments.

Section 7. Governance Committee.

(a)The Governance Committee shall be a Standing Committee of the Board. The Governance Committee shall consist of the Immediate Past Chair, if any, and such other members who may be elected by the Board or appointed by the Chair of the Board. The Governance Committee may include Board Members and non Board Members.

(b)The Governance Committee shall establish criteria for Board service and nominate candidates for the Board of Directors, review bylaws and Board policies, review performance of existing Directors, provide orientation for new Directors, and Board development and education.

(c) The Governance Committee may create a subcommittee to advise the Committee on candidates for nomination to the Board. This subcommittee may be comprised of Board members and non Board members.

ARTICLE VIII

AMENDMENTS

Except as otherwise required by law, these Bylaws may be amended at any Annual Meeting or regular meeting of the Board of Directors or at any special meeting called for that purpose, provided that written notice of the general nature of the proposed amendment(s) shall have been given by mail, electronic transmission, personal delivery, or delivery service at least ten days prior to such meeting. Such amendment(s) shall require an affirmative vote of two-thirds of the members of the Board of Directors present and voting, a quorum being present. Such vote shall be taken at a duly constituted meeting of the Board of Directors.

No amendment shall be made which conflicts with the Certificate of Incorporation or the Regulatory Agreement.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July of every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

ARTICLE X

INDEMNIFICATION

The Corporation shall indemnify, and advance expenses to, its directors, officers, employees, and agents to the maximum extent permitted by the Connecticut Revised Nonstock Corporation Act, as amended and may procure insurance to cover such obligation with or without sharing costs of insurance with those benefited thereby. Notwithstanding the foregoing, if at any time the Corporation is a private foundation, the Corporation shall not indemnify such individuals, procure such insurance or share such premium cost to the extent so doing would constitute an act of self-dealing as defined in Section 4941(d) of the Code. At any time, the Regulatory Agreement is in effect, this provision shall be subject to the permitted source of payment requirements of Article XII, Section 11.

ARTICLE XI

HUD REQUIRED PROVISIONS

Notwithstanding any clause or provision in these Bylaws or the Amended and Restated Certificate of Incorporation of the Corporation to the contrary and so long as the United States Department of Housing and Urban Development ("HUD") or a successor or assign of HUD is the insurer or holder of a loan to the Corporation ("the HUD-insured Loan") secured by the mortgage on Tower One & Tower East and FHA Project Number 017-11198 in the City of New Haven, County of New Haven and State of Connecticut (the "Project") the following provisions shall apply:

1. If any of the provisions of the organizational documents conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.

2. No provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into these Amended and Restated Bylaws and any other provision of these Amended and Restated Bylaws, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in these Amended and Restated Bylaws and any HUD-required provisions of these Amended and Restated Bylaws, the HUD-required provisions will govern.

3. Unless otherwise approved in writing by HUD, the Corporation's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and the activities incidental thereto. The Corporation shall not engage in any other business or activity. The Project shall be the sole asset of the Corporation, which shall not own any other real estate other than the aforesaid Project.

4. None of the following will have any force or effect without the prior written consent of HUD:

- a. Any amendment that modifies the term of the Corporation's existence;
- b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD 2530, Previous Participation Certification, or 24 CFR § 200.210, et seq.);
- c. Any amendment that in any way affects the HUD Loan Documents;
- d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Corporation for all matters concerning the Project which require HUD's consent or approval.

- e. A Change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1; or
- f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

5. The Corporation is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

6. Any incoming member/partner/owner of the Corporation must as a condition of receiving an interest in the Corporation agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other member/partners/owners.

7. Upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

8. The key principals of the Corporation identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.

9. The Corporation shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

10. The Corporation has designated Jackie Curl as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Corporation in all such matters. The Corporation may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Corporation will promptly provide HUD with the name of that person and the nature of that person's management authority.

11. Notwithstanding any provision in these Amended and Restated Bylaws to the contrary, any obligation of the Corporation to

provide indemnification under these Bylaws shall be limited to (i) amounts mandated by state law, if any, (ii) coverage afforded under any liability insurance carried by the Corporation and (iii) available "surplus cash" of the Corporation as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Corporation shall not (a) pay funds to any members, partners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, partners, officers and directors.

Approved By:



Gustave Keach-Longo, CEO

Approved 09/12/90

Approved 09/4/91

Approved 11/16/94

Approved 01/17/96

Approved 11/15/99

Approved 05/14/03

Approved 01/23/04

Approved 05/09/07

Approved 07/28/17

Approved 07/01/2019



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0438090068
Feb. 26, 2018 LTR 4168C 0
06-0870134 000000 00

00024502
BODC: TE

NEW HAVEN JEWISH COMMUNITY COUNCIL
HOUSING CORPORATION
18 TOWER LANE
NEW HAVEN CT 06519-1764



000389

Employer ID Number: 06-0870134
Form 990 required: Y

Dear Taxpayer:

This is in response to your request dated Feb. 14, 2018, regarding your tax-exempt status.

We issued you a determination letter in February 1971, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0438090068
Feb. 26, 2018 LTR 4168C 0
06-0870134 000000 00
00024503

NEW HAVEN JEWISH COMMUNITY COUNCIL
HOUSING CORPORATION.
18 TOWER LANE
NEW HAVEN CT 06519-1764

Sincerely yours,



Ginni L. Redfern
Program Manager, AM OPS 1

Exhibit IV 3

Certificate of Good Standing

Secretary of the State of Connecticut Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: March 31, 2022

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify, that the certificate of incorporation for the below domestic Non-Stock corporation was filed in this office.

A certificate of dissolution has not been filed, the corporation has filed all annual reports, and so far, as indicated by the records of this office, such corporation is in existence.

Business Details

Business Name	THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION
Business ALEI	US-CT.BER:0057826
Formation Date	09/22/1965



Secretary of the State

Exhibit IV 5

Recorded Affordable or Restrictive Covenants

DOCUMENT CERTIFICATION

Certified to be a true and correct copy of the original
of the following document:

USE AGREEMENT

Recorded on August 29, 2017

In the Official Records of
City of New Haven, Connecticut
in Volume 9614 Page 322

Date: August 29, 2017

CHICAGO TITLE INSURANCE COMPANY

By:

Name: Patricia Kunz

Title: Commercial Underwriter

USE AGREEMENT

For Section 202 and 202/8 Projects that require HUD's approval to prepay their direct loan.

This Agreement is entered into this 1st day of August, 2017 by and between **The New Haven Jewish Community Council Housing Corporation** (herein called "Owner") and the Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner (herein called "HUD"),

Witnesseth:

WHEREAS, Owner owns a multifamily housing project (herein called the "project"), situated on the property described in Exhibit A attached hereto; and

WHEREAS, HUD is directed, pursuant to Section 811 of the American Homeownership and Economic Opportunity Act of 2000 (AHEO Act), as amended by Public Law 111 – 372, to permit the Owner to prepay Section 202 direct loans; and

WHEREAS, in consideration of the promise to permit the prepayment of the direct loan, and as required by Section 811 of AHEO Act Owner agrees to implement this Use Agreement.

NOW THEREFORE, the parties agree as follows:

1. Owner, for itself, its successors and assigns, covenants with HUD that the Owner will continue to operate the project on terms at least as advantageous to existing and future tenants as the terms required by the original Section 202 direct loan agreement and, where applicable, Section 8 or any HUD rental assistance payments contract and all applicable Federal regulations for not less than the twenty years following the maturity date of the original Section 202 direct loan. Accordingly, this Use Agreement shall remain in effect until June 1, 2041;
2. Where applicable:
 - a. Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, HUD shall provide, and Owner shall accept, renewals of the Section 8 Housing Assistance Payments contract in accordance with the relevant HUD requirements related the Section 202 and 202/8 program at that time.
 - b. Subject to the availability of appropriations, projects selected to receive the Senior Preservation Rental Assistance Contracts (SPRACs) or any other HUD rental assistance, shall comply with the requirements of the

particular HUD rental assistance program.

3. In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, HUD and/or any tenant as a third-party beneficiary shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD and/or any tenant as a third-party beneficiary may also seek an award of damages and/or other relief as may be appropriate.
4. Owner shall not impede the reasonable efforts of tenants to organize pursuant to 24 CFR Part 245, or any successor regulations of Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.
5. Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records.
6. Consistent with the tenancy eligibility requirements, if any, of the original Section 202 Direct Loan agreement, Owner will accept all forms of HUD rental assistance when offered for units that do not have Section 8 or any other HUD rental assistance for the life of the Use Agreement.
7. Upon execution of the refinancing for the project, as approved by HUD, Owner must use the proceeds that result from the refinancing in a manner that is advantageous to the tenants of the project. Or, Owner must use the proceeds in the provision of affordable rental housing and related social services of elderly persons that are tenants of the project or are tenants of other HUD assisted senior housing by the nonprofit owner, private nonprofit project sponsor or private nonprofit organization project developer. The following are examples of allowable uses of the proceeds pursuant to AHEO:
 - (a) for up to 15 percent of the cost of increasing the availability or provision of supportive services, which may include the financing of service coordinators and congregate services. HUD may waive the 15 percent limitation, as necessary, to better enable seniors to age in place, if a waiver is sought by a nonprofit owner, sponsor or organization;
 - (b) rehabilitation, modernization, or retrofitting of structures, common

-
- areas, or individual dwelling units, including reducing the number of units by reconfiguring units that are functionally obsolete, unmarketable, or not economically viable;
- (c) construction of an addition or other facility in the project, including assisted living facilities (or, upon the approval of the Secretary, facilities located in the community where the project sponsor refinances a project under this section, or pools shared resources from more than one such project);
 - (d) rent reduction of unassisted tenants residing in the project;
 - (e) rehabilitation of the project to ensure long-term viability; and
 - (f) payment to the project owner, sponsor, or third-party developer of a developer's fee in an amount not to exceed or duplicate: (i) in the case of a project refinanced through a State low income housing tax credit program, the fee permitted by the low income housing tax credit program as calculated by the State program as a percentage of acceptable development cost as defined by that State program; or (ii) in the case of a project refinanced through any other source of refinancing, 15 percent of the acceptable development costs (includes, as applicable, the cost of acquisition, rehabilitation, loan prepayment, initial reserve deposit and transaction costs).
8. To ensure Owner's compliance with the use of proceeds requirements found in section 7, Owner shall comply with all HUD administrative requirements with respect to those proceeds.
9. Ownership of the project will at all times be controlled by a nonprofit mortgagor entity or a limited partnership entity of which the general partner is a: (1) nonprofit affordable housing provider; (2) for profit corporation wholly owned and controlled by one or more non-profit affordable housing provider; or (3) a limited liability company wholly owned and controlled by one or more nonprofit affordable housing provider.
10. Owner will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.
11. The rent charged for each unit shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by HUD, and shall include the reasonable use of all utilities shown on said schedule, but in no event shall the total gross monthly rents for all dwelling units exceed the gross monthly dwelling income for all units approved by HUD on the rental schedule.
12. No increase will be made in the amount of the gross monthly dwelling
-

income for all units as shown on the rental schedule unless such increase is approved by HUD, who will at any time entertain a written request for an increase properly supported by substantiating evidence and within a reasonable time shall approve or deny such request.

13. Owner shall maintain the premises and equipment, appurtenant thereto, in good repair and condition.
14. The books and accounts of the operations of the property and of the project shall be kept in accordance with the relevant HUD requirements related to the Section 202 and 202/8 program.
15. Within ninety (90) days following the end of each fiscal year, Owner shall provide a complete annual financial report based upon an examination of the books and records of the project prepared in accordance with the requirements of HUD and certified by a Certified Public Accountant, or other person acceptable to HUD.
16. Owner further covenants and agrees that if Owner conveys title to the project prior to the Use Agreement's expiration, Owner will prior to transfer of title: (1) confirm the purchaser has been approved by HUD and (2) require the purchaser to assume the obligations of this Use Agreement.
17. Owner shall provide to HUD (or to such third party as HUD may, in its sole discretion, determine to have the monitoring function under this Agreement), promptly following receipt of a written request from HUD (or from such third party), copies of all business or any other documents regarding the Housing Project, so that HUD may evaluate Owner's compliance with the terms of this Agreement. In addition, Owner shall permit representatives of HUD (or any third party given the monitoring responsibility) following notice from the HUD (or from the third party), to examine the originals of all such documents, at the Project's office during regular business hours.
18. Owner must certify annually by **August 1st** of each year, to the local HUD field office, or such other location as determined by HUD, that it is operating the Project in compliance with this Agreement and, more specifically, that all of the individual units, as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirements of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

In witness whereof, the parties hereto have hereunto caused these presents to be executed on their behalf and their seals affixed the day and year written below.

COUNTERPART SIGNATURE PAGES FOLLOW

COUNTERPART SIGNATURE PAGE TO USE AGREEMENT

OWNER
THE NEW HAVEN JEWISH
COMMUNITY COUNCIL HOUSING
CORPORATION,
a Connecticut non-stock corporation

WITNESS:

Nicole D. Merritt

Print Name: Nicole D. Merritt

By: Jackie Curl
Jackie Curl
Interim President and Chief
Executive Officer

WITNESS:

Nicole Campbell

Print Name: Nicole Campbell

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN HARTFORD

)
) ss: New Haven
)

On this 25 day of August, 2017, before me personally appeared Jackie Curl, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

Karen Puccio
Commissioner of Superior Court
Notary Public

COUNTERPART SIGNATURE PAGE TO USE AGREEMENT

Secretary of Housing and Urban
Development, acting by and through the
Federal Housing Commissioner

BY: [Signature]
Authorized Agent

WITNESS:

[Signature]
Print Name: Amy B. Veilleux

WITNESS:

[Signature]
Print Name: Noel Miller

STATE OF Connecticut)
COUNTY OF Hartford) ss. Hartford

ON this 28th day of August, 2017, before me Amy B. Veilleux a Notary Public in and for the County and State aforesaid, appeared Richard S. Daugherty to me personally known and known to me as the duly Authorized Agent of the Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner, and the person who executed the aforesaid instrument and acknowledged that ~~she~~ he executed the aforesaid instrument for and on behalf of the said Secretary of Housing and Urban Development for the purposes herein.

[SEAL]

[Signature]
Notary Public

My commission expires:

AMY B. VEILLEUX
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/28/2022

**EXHIBIT A
LEGAL DESCRIPTION**

**PARCEL ONE: 18 Tower Lane, New Haven CT
(PARCEL ID: 238 0110 00400)**

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven, State of Connecticut as shown on map entitled "ALTA/ACSM Land Title Survey, Property of New Haven Jewish Federation Housing Corporation & New Haven Jewish Community Council Housing Corporation, Tower Lane, South Frontage Road & Church Street Extension, New Haven, Connecticut, Scale: 1" = 40', dated August 28, 1998, revised to September 15, 2005, bounded and described as follows:

Beginning at the westernmost corner of herein described parcel, said corner being on the northeasterly street line of Tower Lane, 26.92 feet distant southeast from a monument when measured along the arc of the curve of the street line; Thence: North 27 degrees 00 minutes 00 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 74.11 feet;

Thence: South 54 degrees 26 minutes 27 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 101.13 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face in part, a distance of 9.75 feet;

Thence: South 54 degrees 26 minutes 23 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face, a distance of 1.00 foot;

Thence: North 80 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the face of the building, along the building face, a distance of 19.68 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face, a distance of 1.00 foot;

Thence: South 54 degrees 26 minutes 23 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face in part, a distance of 60.00 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 90.42 feet;

Thence: South 56 degrees 30 minutes 00 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 94.75 feet;

Thence: southeasterly along the arc of a curve to the right which has a radius of 84.00 feet along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 74.82 feet;

Thence: South 05 degrees 28 minutes 05 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 210.85 feet to a monument;

Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 114.00 feet to a monument;

Thence: South 09 degrees 18 minutes 51 seconds East along land now or formerly of the City of New Haven, a distance of 67.00 feet;
 Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 67.00 feet;
 Thence: North 09 degrees 18 minutes 51 seconds West along land now or formerly of the City of New Haven, a distance of 21.00 feet to a P.K. nail;
 Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 34.00 feet;
 Thence: North 09 degrees 18 minutes 51 seconds West along land now or formerly of New Haven Greek Community, Inc., a distance of 46.00 feet;
 Thence: North 80 degrees 41 minutes 09 seconds East along the southern terminus of Tower Lane, a distance of 5.00 feet;
 Thence: North 09 degrees 18 minutes 51 seconds West along the easterly street line of Tower Lane, a distance of 106.85 feet to an iron pin;
 Thence: northwesterly along the arc of a curve to the left which has a radius of 256.00 feet along the northeasterly street line of Tower Lane, a distance of 261.05 feet to the point and place of beginning.

TOGETHER WITH easements and rights of way as set forth in the Quit Claim Deed from the City of New Haven to the New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded in Volume 2372 at page 295; as reserved in the deed from the Haven Jewish Community Council Housing Corporation to New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded in Volume 2872 at Page 101; and as set forth in a deed from New Haven Jewish Federation Housing Corporation to the New Haven Jewish Community Council Housing Corporation dated September 29, 1980 and recorded in Volume 2872 at Page 115; all of the New Haven Land Records.

TOGETHER WITH an Easement from New Haven Jewish Federation Housing Corporation dated September 25, 2005 and recorded in Volume 7347 at page 3 of the New Haven Land Records.

PARCEL TWO: Tower Lane, New Haven, CT
 (PARCEL ID: 239 0110 00402)

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven, State of Connecticut as shown on map entitled "ALTA/ACSM Land Title Survey, Property of New Haven Jewish Federation Housing Corporation & New Haven Jewish Community Council Housing Corporation, Tower Lane, South Frontage Road & Church Street Extension, New Haven, Connecticut, Scale: 1" = 40', dated August 28, 1998, revised to September 15, 2005, bounded and described as follows:

Beginning at the southeasterly corner of herein described parcel, said corner being shown and/or depicted as a drill hole (D.H.) on the westerly street line of South Frontage Road;

Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 84.62 feet to a monument;
 Thence: North 05 degrees 28 minutes 05 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 210.85 feet;

Thence: northwesterly along the arc of a curve to the left which has a radius of 84.00 feet along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 74.82 feet; Thence: North 56 degrees 30 minutes 00 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 94.75 feet;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 90.42 feet;

Thence: North 54 degrees 26 minutes 23 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face in part, a distance of 60.00 feet;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 1.00 foot;

Thence: South 80 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face in part, a distance of 19.68 feet;

Thence: North 54 degrees 26 minutes 23 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 1.00 foot;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 9.75 feet;

Thence: North 54 degrees 26 minutes 27 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 101.13 feet;

Thence: South 27 degrees 00 minutes 00 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 74.11 feet;

Thence: northwesterly along the arc of a curve to the left which has a radius of 256.00 feet along the northeasterly street line of Tower Lane, a distance of 26.92 feet to a monument;

Thence: North 73 degrees 45 minutes 00 seconds West along the northeasterly street line of Tower Lane, a distance of 71.70 feet to a monument;

Thence: northerly along the arc of a curve to the right which has a radius of 6.00 feet along the northeast intersection of Church Street Extension and Tower Lane, a distance of 9.83 feet;

Thence: northeasterly along the arc of a curve to the right which has a radius of 601.00 feet along the southeasterly street line of Church Street Extension, a distance of 213.45 feet to an iron pin;

Thence: northeasterly along the arc of a curve to the right which has a radius of 155.42 feet along the southeast intersection of Church Street Extension and South Frontage Road, a distance of 132.08 feet to an iron pin;

Thence: southeasterly along the arc of a curve to the right which has a radius of 100.00 feet along the southwesterly street line of South Frontage Road, a distance of 55.77 feet to an iron pin;

Thence: South 58 degrees 58 minutes 02 seconds East along the southwesterly street line of South Frontage Road, a distance of 106.59 feet to an iron pin;

Thence: southerly along the arc of a curve to the right which has a radius of 370.00 feet along the southwesterly street line of South Frontage Road, a distance of 345.36 feet to an iron pin;

Thence: South 05 degrees 29 minutes 16 seconds East along the westerly street

line of South Frontage Road, a distance of 178.08 feet to the point and place of beginning.

Said parcel is benefited by a portion of the "Common Right of Way" described in Section 209 of the Land Disposition Agreement among the City Of New Haven, The New Haven Redevelopment Agency and The New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded March 13, 1969 in Volume 2372, Pages 242-294 of the New Haven Land Records, as reserved in the deed from the City Of New Haven to The New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded March 13, 1969 in Volume 2372, Pages 295-300 of said Land Records and granted in the deed from the City Of New Haven to The New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded October 1, 1980 in Volume 2872, Pages 91-97 of said Land Records. The right of way was modified by virtue of the deed from New Haven Jewish Community Council Housing Corporation to New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded October 1, 1980 in Volume 2872, Pages 101 -103 of said Land Records.

EXHIBIT B: ADDITIONAL CONDITIONS

1. Prepayment Approval must be received and all conditions in the Prepayment Approval Letter must be met prior to endorsement.
2. The new 20-year HAP Contract must be approved and submitted with the closing packages.
3. A new Use Agreement must be executed prior to endorsement.
4. Based on the sewer scoping report by Roto Router Services company the sewer lines must be hydro-jetted and videos throughout the entire sewer system must be made and submitted to HUD within 30 days. This is based on the age of the project and is required to ensure no serious repairs must be made.
5. D3G recommends the development of a detailed and site-specific Soil and Groundwater Management Plan. This plan must be submitted for HUD's review and approval prior to endorsement.
6. An Operations and Maintenance (O & M) Plan governing the presumed asbestos containing materials (ACMs) must be submitted for HUD's review and approval prior to endorsement.
7. The annual debt service savings will be used to fund supportive services (15%) and the remaining 85% will be deposited into the Reserve for Replacement Account to fund future owner elected improvements.
8. The combined projects will include 243 Section 8 units covered by a HAP contract and 85 affordable Assisted Living units. There is a related Declaration of Restrictive Covenants covering the 85 Assisted Living units, which extends the Regulatory Agreement by 20 years. The other units will also have a r Regulatory Agreement extended by 20 years, as well.
9. HUD is aware that Mark Garilli, President and CEO, has resigned. Jackie Curl has replaced Mr. Garilli as the Interim President and CEO. A revised HUD 2530 for the Mortgagor must be submitted and approved prior to initial/final endorsement. In addition, a HUD 92013 Supp and Resume must be submitted for review prior to endorsement.
10. HUD's site visit identified some of the plugs in the laundry room were not GFIC protected. HUD recommends an additional lump sum of \$3,000 (approximately 50 plugs @ \$60 each) be included in the non-critical repairs. In addition, an electrician will need to check all laundry room areas in both buildings to assure that all electrical outlets within 6' of a water source be GFIC protected. Rule of thumb, if you can touch water with one hand and an electrical outlet with the other, that outlet must be GFIC protected.
11. Tower East's existing debt service savings escrow, which, as of June 30, 2016, carried a balance of \$1,680,139, will be transferred to the combined Tower One / Tower East replacement reserve account at or prior to closing. These funds will be specifically reserved for owner-elected or -initiated improvements to the property, including, but not limited to, a previously contemplated project to improve the courtyard / lobby space that connects the two buildings and the related work.
12. The Firm is issued subject to approval of the two waivers: 1) waiver of \$20,000 limit withdrawal from the reserve fund to pay for the third-party reports, and, 2) waiver of the 180-day stale date of the Appraisal.

DOCUMENT CERTIFICATION

Certified to be a true and correct copy of the original
of the following document:

REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS

Recorded on August 29, 2017

In the Official Records of
City of New Haven, Connecticut
in Volume 9615, Page 52

Date: August 29, 2017

CHICAGO TITLE INSURANCE COMPANY

By:

Name: Patricia Kunz

Title: Commercial Underwriter

Public Reporting Burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Recording Requested by:

Nick.aus R. McKee
Vorys, Sater, Seymour and Pease LLP
301 East Fourth Street, Suite 3500
Cincinnati, OH 45202

After Recording return to:
U.S. Department of Housing and Urban Development
Connecticut Field Office
20 Church Street
Hartford, CT 06103

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS**

**UNDER SECTIONS 207, 220, 221(d)(3), 221(d)(4), 223(a)(7), 223(f) and 231 OF THE
NATIONAL HOUSING ACT, AS AMENDED**

Replaces HUD- 92465, 92466, FHA-1730, and 1733

Project Name: Tower One & Tower East

HUD Project No.: 017-11198

HAP Contract No.: CT26M000129 and CT262607201

Project Location: New Haven, Connecticut

Lender: KeyBank National Association **Processed under:** ☒ MAP ☐ TAP

Original Principal Amount of Multifamily Note: \$12,900,600.00

Originally endorsed for insurance under Section 207, pursuant to Section 223(f).

Date of Note: as of August 1, 2017

Residual Receipts Rider: Yes ☒ No

**If "yes" is checked, the Surplus Cash provisions of this Agreement are modified by an attached Rider relating to residual receipts account requirements.*

This Agreement is entered into ~~this~~ as of the 1st day of August, 2017, between THE NEW HAVEN JEWISH COMMUNITY COUNCIL HOUSING CORPORATION, a non-stock corporation organized and existing under the laws of Connecticut, whose address is 18 Tower Lane, New Haven, Connecticut 06519, its successors, heirs, and assigns (jointly and severally) (Borrower) and the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates (HUD).

In consideration of, and in exchange for an action by HUD, HUD and Borrower agree to the terms of this Agreement. The HUD action may be one of the following: HUD's endorsement for insurance of the Note, HUD's consent to the transfer of the Mortgaged Property, HUD's sale and conveyance of the Mortgaged Property, or HUD's consent to other actions related to Borrower or to the Mortgaged Property.

Further, Borrower and HUD execute this Agreement in order to comply with the requirements of the National Housing Act, as amended, and the regulations adopted by HUD pursuant thereto. This Agreement shall continue during such period of time as HUD shall be the owner, holder, or insurer of the Note. Upon satisfaction of such Note, this Agreement shall automatically terminate. However, Borrower shall be responsible for any Violations of this Agreement which occurred prior to termination.

Violation of this Agreement may subject Borrower and other signatories hereto to adverse actions. Refer to Article VII below.

AGREEMENTS: Borrower and HUD covenant and agree as follows:

I. DEFINITIONS

1. **DEFINITIONS.** Any capitalized term or word used herein but not defined shall have the meaning given to such term in the Security Instrument between Borrower and Lender or the Note. The following terms, when used in this Agreement (including when used in the above recitals), shall have the following meanings, whether capitalized or not and whether singular or plural, unless, in the context, an incongruity results:

- a. **"Affiliate"** is defined in 24 C.F.R. 200.215, or any successor regulation.
- b. **"Borrower"** means all entities identified as "Borrower" in the first paragraph of the Security Instrument, together with any successors, heirs, and assigns (jointly and severally). "Borrower" shall include any entity taking title to the Mortgaged Property whether or not such entity assumes the Note. Whenever the term "Borrower" is used herein, the same shall be deemed to include the obligor of the debt secured by the Security Instrument and shall also be deemed to be the mortgagor as defined by Program Obligations.
- c. **"Business Day"** is defined in Section 46.

- d. **"Construction Contract"** means the construction contract, approved by HUD, between Borrower and the contractor contracting to perform construction or substantial rehabilitation on the Project.
- e. **"Declaration of Default"** is defined in Section 37.
- f. **"Displaced Persons or Families"** means a person, family or families, displaced from (i) an urban renewal area, (ii) as a result of government action, or (iii) as a result of a major disaster determined by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- g. **"Distribution"** means any disbursement, conveyance or transfer of any portion of the Mortgaged Property, including the segregation of cash or assets for subsequent withdrawal as Surplus Cash, other than in payment of Reasonable Operating Expenses, or any other disbursement, conveyance, or transfer provided for in this Agreement.
- h. **"Elderly Person"** means any person, married or single, who is 62 years of age or older.
- i. **"Fixtures"** means all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment.
- j. **"Goods and Services"** is defined in Section 22.

- k. **"HUD"** means the United States Department of Housing and Urban Development acting by and through the Secretary in his capacity as insurer or holder of the Loan under the authority of the National Housing Act, as amended, the Department of Housing and Urban Development Act, as amended, or any other federal law or regulation pertaining to the Loan or the Mortgaged Property.
- l. **"Impositions"** and **"Imposition Deposits"** are defined in the Security Instrument.
- m. **"Improvements"** means the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.
- n. **"Indebtedness"** means the principal, interest on, and all other amounts due at any time under the Note or the Security Instrument, including prepayment premiums, late charges, default interest, and advances to protect the security as provided in the Security Instrument.
- o. **"Land"** means the estate in realty described in Exhibit A.
- p. **"Leases"** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the Land and where the Borrower's leasehold is security for the Loan are not included in this definition.)
- q. **"Lender"** means the entity identified as "Lender" in the first paragraph of the Security Instrument, or any subsequent holder of the Note, and whenever the term "Lender" is used herein, the same shall be deemed to include the Obligee, or the Trustee(s) and the Beneficiary of the Security Instrument and shall also be deemed to be the Mortgagee as defined by Program Obligations.
- r. **"Loan"** means the loan initially made by Lender to Borrower, as defined in the Security Instrument.

s. **"Mortgaged Property"** means all of Borrower's present and future right, title and interest in and to all of the following whether now held or later acquired:

- (1) the Land;
- (2) the Improvements;
- (3) the Fixtures;
- (4) the Personalty;
- (5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads that may have been or may in the future be vacated;
- (6) all insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained such insurance policies pursuant to Lender's requirement;
- (7) all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (9) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any

of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

- (10) all Rents and Leases;
- (11) all earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (12) all Imposition Deposits;
- (13) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
- (14) all forfeited tenant security deposits under any Lease;
- (15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
- (16) all deposits and/or escrows held by or on behalf of Lender under Collateral Agreements; and
- (17) all awards, payments, settlements or other compensation resulting from litigation involving the Project.

Notwithstanding items numbered (1) through (17) above, Borrower may hold non-project funds in separate, segregated accounts, specifically labeled as non-project funds, which are not part of the Mortgaged Property. These accounts may hold those assets owned or received by Borrower, through equity contributions, gifts, or loan proceeds that were not required by HUD to become part of the Mortgaged Property and were not made a part of the Mortgaged Property by Borrower and funds released from the Mortgaged Property in compliance with Program Obligations (such as Distributions of Surplus Cash, if allowed).

- t. **"Note"** means the Note executed by Borrower described in the Security Instrument, including all schedules, riders, allonges and addenda, as such Note may be amended from time to time.

- u. **"Notice"** is defined in Section 46.
- v. **"Personalty"** means all equipment, inventory, and general intangibles. The definition of "Personalty" includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Borrower now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Intangibles shall also include all cash and cash escrow funds related to the Project, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipt accounts, and investments.
- w. **"Principal"** is defined in 24 C.F.R. 200.215, or any successor regulation.
- x. **"Project"** and **"Project Assets"** mean the Mortgaged Property.
- y. **"Program Obligations"** means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: (<http://www.hud.gov/offices/adm/hudclips/index.cfm> or a successor location to that site).

- z. **"Property Jurisdiction"** is (are) the jurisdiction(s) in which the Land is located.
- aa. **"Reasonable Operating Expenses"** means the reasonable expenses and payments that arise from the purchase of goods or services which are exclusively used for the operation, maintenance, and routine repair of the Project (including all payments and deposits required under this Agreement, the Note, or the Security Instrument), or as otherwise permitted by Program Obligations.
- bb. **"Rents"** means all rents (whether from residential or non-residential space), revenues, issues, profits (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, residual receipts, and escrow accounts, however and whenever funded and wherever held.
- cc. **"Reserve for Replacement"** is defined in Section 10.
- dd. **"Security Instrument"** means the Multifamily (Mortgage, Deed of Trust, or other designation as appropriate by Property Jurisdiction), Assignment of Leases and Rents and Security Agreement (HUD-94000M), and any other security for the Indebtedness between Borrower and Lender, and shall be deemed to be the "mortgage" as defined by Program Obligations.
- ee. **"Surplus Cash"** means certain Project cash pursuant to the calculation set forth in Section 13.
- ff. **"State"** includes the several states comprising the United States of America, and Puerto Rico, the District of Columbia, Guam, the Commonwealth of the Northern Marianas, American Samoa, and the U.S. Virgin Islands.
- gg. **"Taxes"** means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, that are levied, assessed or imposed by any public authority or quasi-public authority, and that, if not paid, could become a lien on the Land or the Improvements.

- hh. **"Undocumented Expense"** is defined in Section 16.
- ii. **"Violation"** is defined in Section 36.
- jj. **"Waste"** means a failure to keep the Mortgaged Property in decent, safe and sanitary condition and in good repair. During any period in which HUD insures the Loan or holds a security interest on the Mortgaged Property, Waste is committed when, without Lender's and HUD's express written consent, Borrower:
- (1) physically changes the Mortgaged Property, whether negligently or intentionally, in a manner that reduces its value;
 - (2) fails to maintain and repair the Mortgaged Property in accordance with Program Obligations;
 - (3) fails to pay before delinquency any Taxes secured by a lien having priority over the Security Instrument;
 - (4) materially fails to comply with covenants in the Note, the Security Instrument or this Regulatory Agreement respecting physical care, maintenance, construction, abandonment, demolition, or insurance against casualty of the Mortgaged Property; or
 - (5) retains possession of Rents to which Lender or its assigns have the right of possession under the terms of the Loan Documents.

II. CONSTRUCTION; REFINANCING

2. [Check the applicable box(es):]

☐ a. **CONSTRUCTION FUNDS.** Borrower shall keep funds of the Mortgaged Property to be used for construction or substantial rehabilitation separate and apart from operating funds of the Mortgaged Property. Funds for construction or substantial rehabilitation are identified in the Building Loan Agreement and/or Construction Contract.

☒ b. **NON-CRITICAL, DEFERRED REPAIR FUNDS.** Borrower shall keep funds of the Mortgaged Property to be used for non-critical repairs separate and apart from operating funds of the Mortgaged Property. Funds for non-critical repairs are identified in the Escrow Agreement for Non-Critical, Deferred Repairs, if applicable.

3. **UNPAID OR OUTSTANDING OBLIGATIONS.** Borrower certifies, upon final or initial/final endorsement of the Note by HUD, Borrower shall have no unpaid obligations in connection with the purchase of the Mortgaged Property, the construction or repair of the Mortgaged Property, or with respect to the Security Instrument, except such unpaid obligations as have the written approval of HUD as to terms, form and amount; and, except for those obligations approved by HUD in writing, the Land shall be paid for in full and is free from any liens or purchase money obligations, or if the Land is subject to a leasehold interest, it must be subject to a HUD approved lease, and it shall be free from any lien. As of the date hereof, Borrower has no knowledge of any liens or encumbrances against the Mortgaged Property that are not reflected as exceptions to coverage in the lender's title policy insuring the Security Instrument accepted by HUD or that are not shown on the UCC search. All contractual obligations of Borrower or on behalf of Borrower with any party shall be fully disclosed to HUD.

4. **LENDER'S CERTIFICATE.** Borrower acknowledges receipt of the Lender's Certificate or the Request for Endorsement of Credit Instrument & Certificate of Lender, Borrower & General Contractor, as applicable. To the extent such document establishes or reflects obligations of Borrower, such provisions are incorporated herein by this reference. Borrower agrees that the fees and expenses enumerated in the applicable document have been fully paid or payment has been provided for as set forth in such document and that all funds deposited with Lender shall be used for the purposes set forth in such document insofar as Borrower has rights and obligations in respect thereto.

5. **CONSTRUCTION COMMENCEMENT/REPAIRS.**

☐ a. [Check the box to the left for Construction/Substantial Rehabilitation transactions.] Borrower certifies that it has not commenced construction or substantial rehabilitation of the Mortgaged Property prior to HUD's initial endorsement of the Note, except that this Section 5a is not applicable if HUD has given prior written approval to an early start of construction, or if this Project is an Insurance Upon Completion or if such work has been disclosed to and approved in writing by HUD. If Borrower has received prior written approval for early start, Borrower shall perform, observe and comply with all Program Obligations for early start prior to initial endorsement, which includes but is not limited to the release of liens in association with the Project, the funding of escrows for change orders, and the payment of an inspection fee.

☒ b. [Check the box to the left for Refinance/Purchase transactions.] Borrower shall complete any non-critical repairs in accordance with the terms of the Firm Commitment. Borrower is in receipt of HUD's written acknowledgment of the satisfactory completion of any non-critical repairs for the Mortgaged Property to the extent such non-critical repairs have been completed. Borrower has provided funds to

complete any remaining repairs, as evidenced by the Escrow Agreement for Non-critical, Deferred Repairs, in accordance with Program Obligations, if applicable.

6. **DRAWINGS AND SPECIFICATIONS.** The Mortgaged Property shall be constructed in accordance with the terms of the Construction Contract as approved by HUD, if any, and with the Drawings and Specifications that have been approved by HUD and deemed attached to the Construction Contract.

7. **REQUIRED PERMITS**

☐ a. [Check the box to the left for Construction/Substantial Rehabilitation transactions.] The Borrower has obtained, or caused to be obtained, all necessary certificates, permits, licenses, qualifications, authorizations, consents and approvals from all necessary Governmental Authorities to own and operate the Project and to carry out all of the transactions required by the Loan Documents and to comply with all applicable federal statutes and regulations of HUD in effect on the date of the Firm Commitment, except for those, if any, which customarily would be obtained at a later date, at an appropriate stage of construction or completion thereof, and which the Borrower shall obtain, or cause to be obtained, in the future. As the construction of the Project progresses, the Borrower will obtain or cause to be obtained, and submit to HUD and Lender all necessary building and other permits required by Governmental Authorities. The Mortgaged Property shall not be available for occupancy by any tenant without the prior written approval of HUD and of all other legal authorities having jurisdiction of the Mortgaged Property.

☒ b. [Check the box to the left for Refinancing/Acquisition transactions.] Borrower has obtained, or caused to be obtained, all necessary certificates, permits, licenses, qualifications, authorizations, consents and approvals from all necessary Governmental Authorities to own and operate the Project, to carry out all of the transactions required by the Loan Documents and to comply with all applicable federal statutes and regulations of HUD in effect on the date of the Firm Commitment. If HUD requires that Borrower execute an Escrow Agreement for Non-Critical, Deferred Repairs in connection with HUD's endorsement for insurance of the Note, the licenses and permits that are in effect as of the date hereof are sufficient to allow any repair of the improvements required pursuant to the terms of the Escrow Agreement for Non-Critical, Deferred Repairs to proceed to completion in the ordinary course.

8. **ACCOUNTING REQUIREMENTS.**

☐ a. [Check the box to the left for Construction/Substantial Rehabilitation transactions.] Borrower shall submit a cost certification to HUD, if and as required by Program Obligations, for all receipts and disbursements during the period set forth therein. The excess of project income over property disbursements, as determined by

HUD, shall be treated as a recovery of construction cost, except as otherwise allowed in Program Obligations.

☒ b. [Check the box to the left for Refinancing/Acquisition transactions.] Borrower shall submit a cost certification to HUD, if and as required by Program Obligations, including all receipts and disbursements relating to repairs required pursuant to the Building Loan Agreement and/or the Escrow Agreement for Non-Critical, Deferred Repairs. Any funds remaining after completion of the repairs shall be treated in accordance with Program Obligations, and pursuant to the Escrow Agreement for Non-Critical Deferred Repairs, if applicable.

III. FINANCIAL MANAGEMENT

9. **PAYMENTS.** Borrower shall make promptly all payments due under the Note, Security Instrument, and this Agreement.

10. **RESERVE FOR REPLACEMENT.** Borrower shall establish and maintain a Reserve for Replacement account for defraying certain costs of replacing major structural elements and mechanical equipment of the Project or for any other purpose.

a. The Reserve for Replacement shall be deposited with Lender or in a safe and responsible depository designated by Lender in accordance with Program Obligations. Such funds shall at all times remain under the control of Lender or Lender's designee and shall be held in accounts insured or guaranteed by a federal agency and in accordance with Program Obligations.

b. Borrower shall deposit a monthly amount of \$9,020.00, concurrently with the beginning of payments towards amortization of the Note unless a different date or amount is established by HUD. At least every ten years, starting from the date of initial or initial/final endorsement of the Note, and more frequently at HUD's sole discretion, Borrower shall submit to HUD a written analysis of its use of the Reserve for Replacement during the prior ten years and the projected use of the Reserve for Replacement in accordance with Program Obligations. The amount of the monthly deposit may be increased or decreased from time to time at the written direction of HUD without a recorded amendment to this Agreement.

c. Borrower shall carry the balance in this account on the financial records as a restricted asset. The Reserve for Replacement shall be invested in accordance with Program Obligations, and any interest earned on the investment shall be deposited in the Reserve for Replacement for use by the Project in accordance with this Section 10.

d. Disbursements from the Reserve for Replacement shall only be made after consent, in writing, of HUD, in its sole discretion, or as otherwise approved by HUD

pursuant to Program Obligations. In the event of a Declaration of Default under the terms of the Security Instrument, pursuant to which the Indebtedness has been accelerated, a written notification by HUD to Borrower of a violation of this Agreement or at such other times as determined solely by HUD, HUD may direct the application of the balance in such account to the amount due on the Indebtedness as accelerated or for such other purposes as may be determined solely by HUD.

e. In the case of a transfer of the Mortgaged Property where the Project is already subject to a Security Instrument insured or held by HUD as of the date hereof, and this Agreement is now being executed by Borrower as of the date hereof, the Reserve for Replacement now to be established shall be equal to the amount due to be in such account under this Agreement, and payments hereunder shall begin with the first payment due on the Security Instrument after acquisition, unless some other method of establishing and maintaining the account is approved in writing by HUD.

f. Upon Borrower's full satisfaction of all HUD obligations, including but not limited to those imposed under this Agreement, Borrower shall receive any monies remaining in the Reserve for Replacement.

11. PROPERTY AND OPERATION; ENCUMBRANCES.

a. Borrower shall deposit all Rents and other receipts of the Project in connection with the financing of the Project, including equity or capital contributions required under the Firm Commitment or otherwise advanced for the purpose and as part of the Mortgaged Property, in the name of the Project in a federally insured depository or depositories and in accordance with Program Obligations. (Such required equity or capital contributions shall not include certain syndication proceeds, such as proceeds from Low Income Housing Tax Credit transactions used to repay bridge loans, all as more fully set forth in Program Obligations.) Such funds shall be withdrawn only in accordance with the provisions of this Agreement for Reasonable Operating Expenses of the Project or for Distribution of Surplus Cash or as reimbursement of advances as permitted by Sections 14 and 15 below; or for permitted deposits authorized by this Agreement or for any other reason authorized under this Agreement. Any person or entity receiving Mortgaged Property other than for payment of Reasonable Operating Expenses, authorized Distributions of Surplus Cash, or for any reason authorized under Section 34 of this Agreement, shall immediately deliver such Mortgaged Property to the Project and failing so to do shall hold such Mortgaged Property in trust.

b. Borrower shall not engage in any business or activity, including the operation of any other project, or incur any liability or obligation not in connection with the Project, nor acquire an Affiliate or contract to enter into any affiliation with any party except as otherwise approved by HUD.

c. Borrower shall satisfy or obtain a release of any mechanic's lien, attachment, judgment lien, or any other lien that attaches to the Mortgaged Property or any part thereof.

d. Penalties, including but not limited to delinquent tax penalties and civil money penalties, shall not be paid from the Project.

e. Borrower shall promptly notify HUD of the appointment of any receiver for the Project, the filing of a petition in bankruptcy or insolvency or for reorganization.

f. Borrower shall keep the Mortgaged Property insured at all times in accordance with the Security Instrument and Program Obligations, and Borrower shall notify HUD of all payments received from an insurer.

g. Borrower shall notify HUD of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect condemnation.

h. Borrower shall notify HUD of any litigation proceeding filed against Borrower or the Project, or any litigation proceeding filed by Borrower.

12. **SECURITY DEPOSITS.** Any funds collected as security deposits shall be kept (a) separate and apart from all other funds of the Project; (b) in interest bearing trust accounts, to the extent required by State or local law; and (c) in an amount which shall at all times equal or exceed the aggregate of all outstanding obligations under said account. Security deposit account interest shall be paid on a pro rata basis to tenants or applied to sums due under their leases upon the termination of their tenancy in the Project. The use of tenant security deposits for Project operations is prohibited unless the tenant has forfeited the deposit.

13. **Surplus Cash.**

a. Borrower must calculate Surplus Cash as of the last day of its fiscal year. Borrower may also, at its election, and if permitted pursuant to Program Obligations, calculate Surplus Cash as of the last day of the sixth month of its fiscal year. Borrower shall submit a report of its Surplus Cash calculations to HUD with its required annual financial reports, pursuant to Program Obligations.

b. Surplus Cash shall equal the sum of:

(i) Project cash and cash equivalents (excluding the Reserve for

- Replacement account and other HUD-required reserves);
- (ii) short-term investments;
- (iii) project-based Section 8 Housing Assistance Payments earned but not yet received by Borrower; and
- (iv) any amounts approved for withdrawal but not yet withdrawn from the Reserve for Replacements or any other reserves or escrow accounts;

after deducting:

- (v) all sums due or required to be paid within the calendar month following the date as of which Surplus Cash is calculated under the terms of the Note and Security Instrument (including without limitation principal, interest, mortgage insurance premium deposits, deposits to the Reserve for Replacements and other reserves as may be required by HUD, and tax and insurance escrow deposits);
- (vi) all special funds required to be segregated by this Agreement, the Note, the Security Instrument, or Program Obligations, including tenant security deposits and any other amounts held in trust for tenants; and
- (vii) all other obligations of the Project payable within the next thirty days, unless the obligation is paid subject to available Surplus Cash or subject funds for payment of the obligation are set aside or HUD has approved deferment of payment.

14. DISTRIBUTIONS. Borrower shall not make or take, or receive and retain, nor allow any Affiliate or Principal to receive or retain any Distribution of assets or any income of any kind of the Project, except from Surplus Cash or in accordance with Program Obligations. Distributions are governed by the following conditions:

a. No Distribution shall be made or taken from borrowed funds. Distributions shall not be taken prior to the completion of the Project. Distributions shall not be taken after HUD has given Notice to Borrower of a Violation under this Agreement or an Event of Default occurs under the Note or Security Instrument. Distributions shall not be taken when a Project is under a forbearance agreement.

b. No Distribution shall be made or taken when either (i) necessary services (utilities, trash removal, security, lawn service or any other services that Borrower is required to provide) are not being provided on a regular basis, which failure Borrower should have known about in the exercise of due care; (ii) notices of physical repairs or deficiencies (including, but not limited to, building code violations) by Governmental

Authorities and/or by HUD have been issued and remain unresolved to the satisfaction of the issuing public body; or (iii) Borrower has been notified by HUD, Lender or a Governmental Authority that physical repairs and/or deficiencies exist and Borrower has not corrected or cured the identified items to HUD's satisfaction. Upon completion of the repairs, HUD may permit a Distribution to be placed in an escrow account until a subsequent inspection has been completed by HUD. If the Project passes a subsequent inspection, HUD may then authorize release of the funds in the escrow account to Borrower. HUD may also permit Distributions when there are minor or contested local code violations on a case-by-case basis.

c. Any Distribution of any funds of the Project not permitted by this Agreement or Program Obligations shall be returned to the appropriate Project account as specified by HUD immediately.

d. Any Distributions shall be made or taken only as permitted by the law of the applicable jurisdiction. Distributions, if taken, must be taken out of the appropriate Project account as specified by HUD within the accounting period immediately following the computation of Surplus Cash, and prior to the Borrower's next calculation of Surplus Cash, pursuant to Section 13 above, and if not taken within the identified period, these funds remain as Mortgaged Property and may only be used as permitted by this Agreement.

e. Equity or capital contributions shall not be reimbursed from Project accounts without the prior written approval of HUD. Borrower advances for Reasonable Operating Expenses shall not be deemed to fall under this subsection but rather shall be treated under Section 15 below.

15. **BORROWER ADVANCES.**

a. **"Borrower Advances"** means any advance of funds or loan to the Project made by Borrower or any Affiliate for whatever reason. Borrower Advances do not include equity or capital contributions whether required in conjunction with the financing of the Project or otherwise. Borrower Advances may only be repaid from Project funds pursuant to this Section 15.

b. Any Borrower Advances must be deposited into the Project's operating account as required by Program Obligations. Interest may accrue on Borrower Advances pursuant to Program Obligations and may only be paid in accordance with this Section 15.

c. Borrower Advances may only be repaid, and interest on Borrower Advances may only be paid:

- (i) with prior written approval from HUD, or
- (ii) if and to the extent that Borrower is permitted to take Distributions, from funds allowable for Distributions, and only at times when Distributions are permitted pursuant to Sections 13 and 14 of this Agreement.

d. Repayments of Borrower Advances, and payments of interest on Borrower Advances, approved by HUD and made pursuant to Section 15(c)(i) shall be considered Reasonable Operating Expenses.

e. Borrower shall require, as a condition of any agreement to repay Borrower Advances, or to pay interest thereon, with any party making such Borrower Advances, that such agreement shall recognize the limitations of this Section 15 and, if all of the conditions of this Section 15 are not met, shall hold the Borrower and the Mortgaged Property harmless for failure to pay.

16. **FINANCIAL ACCOUNTING.** Borrower shall keep the books and accounts of the operation of the Mortgaged Property in accordance with Program Obligations. The books and accounts must be complete, accurate and current at all times. Posting must be made at least monthly to the ledger accounts, and year-end adjusting entries must be posted promptly in accordance with sound accounting principles. Any Undocumented Expense or Distribution shall be an ineligible Project expense, unless otherwise determined in writing by HUD. An "**Undocumented Expense**" is an expense without sufficient documentation that provides reasonable identification of the basis of the expense. Books, accounts and records shall be open and available for inspection by HUD, after reasonable prior notice, during normal office hours, at the Project or another mutually agreeable location.

17. **BOOKS MAINTAINED BY MANAGEMENT AGENTS.** The books and records of the Project maintained by management agents and Affiliates shall be maintained in accordance with Program Obligations and shall be open and available to inspection by HUD, after reasonable prior notice, during normal office hours, at the Project or another mutually agreeable location. Every agreement executed on behalf of the Project with any management agent or Affiliate shall include the provision that the books and records of the Project shall be properly maintained and open to inspection during normal business hours by HUD at the Project or another mutually agreeable location and that upon the termination of an agreement with management agent and/or Affiliates, the books and records of the Project maintained by the management agent and/or Affiliates shall remain with Borrower.

18. ANNUAL FINANCIAL REPORTS.

a. Within ninety (90) days, or such period established in writing by HUD, following the end of each fiscal year, Borrower shall prepare a financial report for the Borrower's fiscal year, or the portion thereof that started with the Borrower's assumption of financial responsibility (or the portion thereof that ended with Borrower's permitted transfer pursuant to a HUD-approved transfer of the Project), based on an examination of the books and records of the Borrower in accordance with generally accepted accounting principles (GAAP) and in such other form and substance as specified by HUD in supplemental guidance, and provide such report to HUD in such form and substance as specified by HUD under the Uniform Financial Reporting Standards at 24 C.F.R. 5.801 (UFRS), or any successor regulations, and Program Obligations.

b. Unless specifically waived or modified by HUD or through Government notice (OMB Circular A-133 or any equally applicable notice), Borrower shall: (i) engage an independent, licensed Certified Public Accountant (CPA) to audit the Borrower's annual financial report and to produce an audit report in accordance with both Generally Accepted Government Auditing Standards (GAGAS) and Generally Accepted Auditing Standards (GAAS); (ii) engage an independent, licensed CPA to perform an agreed-upon procedure, in accordance with the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements (SSAE) Number 4, to compare the financial data template information submitted electronically by the Borrower to HUD against the annual financial report examined by, and the audit report prepared by, the independent, licensed CPA; and (iii) furnish to HUD the audit report, and any other reports relating to the annual financial report or the audit report as required by Program Obligations, by such means and in such form and substance as specified by HUD under UFRS, or any successor regulations, and Program Obligations.

c. To the extent certain non-profit Borrowers' requirement to submit audited annual financial reports may be waived or modified pursuant to OMB Circular A-133 or any successor notice, no provisions of such notice shall be construed to relieve Borrower of any requirements of this Section 18, except for those requirements specifically waived or modified by such notice.

d. If Borrower fails to perform as required pursuant to this Section 18, HUD may, at its sole election, and in a manner determined by HUD, and without affecting any other provisions of this Agreement, and without first providing notice of violation of this Agreement pursuant to Section 36 of this Agreement, initiate a forensic audit of the Borrower's books, records, and accounts in such a manner as to provide to HUD with as much of the same information that would have been provided had the Borrower not failed to perform as required. Any such audit initiated by HUD does not relieve

Borrower of the requirement to submit to HUD an annual audited financial report as required pursuant to this Agreement.

IV. PROJECT MANAGEMENT

19. PRESERVATION, MANAGEMENT AND MAINTENANCE OF THE MORTGAGED PROPERTY. Borrower (a) shall not commit Waste, (b) shall not abandon the Mortgaged Property, (c) shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as HUD may approve in writing, whether or not litigation or insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, and (d) shall keep the Mortgaged Property in decent, safe, sanitary condition and good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality, all in accordance with Program Obligations. By executing this Agreement, Borrower agrees and understands that obligations (a) through (d) of this Section 19 are absolute and unconditional and are not limited by any conditions precedent and are not contingent on HUD's performance of any administrative or contractual obligations. Furthermore, HUD is in no way obligated to provide funding or any financial assistance of any kind to Borrower to repair, rehabilitate, maintain, or make improvements to the Mortgaged Property. The Mortgaged Property must also be maintained in reasonable condition for proper audit and subject to examination by HUD at the Project or another mutually agreeable location. In the event all or any of the Improvements shall be destroyed or damaged by fire, by failure of warranty, or other casualty, the money derived from any settlement, judgment, or insurance on the Mortgaged Property shall be applied in accordance with the terms of the Security Instrument. In the event all or any of the Improvements shall be taken by an exercise of the power of eminent domain, all awards of compensation in connection with condemnation for public use of or a taking of any of the Improvements shall be paid in accordance with the Security Instrument.

20. FLOOD HAZARDS. Borrower shall maintain flood insurance if required by the Security Instrument.

21. MANAGEMENT. Borrower shall provide management of the Mortgaged Property in a manner deemed to be acceptable to HUD. At HUD's sole discretion, HUD may require replacement of the management under any circumstances set forth in clause d. of this Section 21 pursuant to Program Obligations, in which case Borrower shall immediately make arrangements for providing management satisfactory to HUD. Borrower shall execute a management agreement or other document outlining procedures for managing or operating the Mortgaged Property. Such agreement or document must comply with Program Obligations. Borrower and management agent (if applicable) shall submit and maintain a current management certification in accordance

with Program Obligations. In addition to the requirements of Section 17 above, all management agreements must contain the following provisions:

- a. HUD's rights and requirements prevail in the event of any conflict with the terms of the management agreement.
- b. The management agreement shall not be assigned without the prior written approval of HUD.
- c. Management fees will be computed and paid in accordance with HUD requirements.
- d. HUD may require Borrower to terminate the management agreement:
 - (1) immediately without penalty if an Event of Default occurs under the Security Instrument, Note, or Regulatory Agreement;
 - (2) upon thirty (30) days written notice to Borrower and management agent, for failure to comply with the provisions of the Management Certification, or for other good cause; or
 - (3) immediately without penalty when HUD takes control of the Mortgaged Property pursuant to its rights under the loan documents as mortgagee in possession.
- e. If Borrower terminates the management agreement pursuant to a request from HUD, the management agent must immediately turn over to Borrower all of the cash, accounts, deposits, investments, and records pertaining to the Mortgaged Property.
- f. Borrower may terminate the management agreement for cause with no more than a thirty (30) day notice period.
- g. The management agreement shall not exempt the management agent from liability for damages, injuries or losses, resulting from the management agent's gross negligence or willful misconduct.

22. CONTRACTS FOR GOODS AND SERVICES. Consistent with Program Obligations, Borrower shall obtain contracts for goods, materials, supplies, and services (**Goods and Services**) at costs, amounts, and terms that do not exceed reasonable and necessary levels and those customarily paid in the vicinity of the Land for Goods and Services received. The purchase price of Goods and Services shall be based on quality, durability and scope of work and shall be made upon the most advantageous terms for the Project operation. Reasonable Operating Expenses do not include

amounts paid for Improvements and/or betterments, unless approved in writing by HUD. Borrower shall keep copies of all written contracts or other instruments that affect the Mortgaged Property, all or any of which may be subject to inspection and examination by HUD at the Project or another mutually agreeable location.

23. **RESPONSIVENESS TO INQUIRIES.** At the request of HUD, Borrower shall promptly furnish operating budgets and occupancy, accounting and other reports (including credit reports) and give specific answers to questions relative to income, assets, liabilities, contracts, operation, and conditions of the Mortgaged Property and the status of the Security Instrument.

24. **TENANT ORGANIZATIONS.** If the Project is subject to 24 C.F.R. 245 Subpart B or any successor regulation covering the rights of tenants to organize, Borrower shall comply with this Section 24. Borrower shall not (a) impede the reasonable efforts of resident tenant organizations to represent their members or the reasonable efforts of tenants to organize, or (b) unreasonably withhold the use of any community room or other available space appropriate for meetings that is part of the Mortgaged Property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development. Borrower may charge for the use of the Mortgaged Property any fees or costs approved by HUD as may normally be imposed for the use of such facilities or may waive any such fees or costs.

V. ADMISSIONS AND OCCUPANCY

25. **RESIDENTIAL UNITS AND SERVICES.** If the Project is subject to regulation of rent by HUD, Borrower shall make residential units and services of the Project available to eligible tenants at charges not exceeding those established in accordance with a rental schedule approved in writing by HUD.

26. **LEASE TERMS FOR RESIDENTIAL UNITS.** Residential units shall not be rented for a period of less than thirty (30) days or for more than 3 years and shall not be used for transient or hotel purposes. Rental for transient or hotel purposes shall mean: (a) rental for a period of less than thirty (30) days or (b) any rental, if the occupants of the residential units are provided customary hotel services such as room service for food and beverages, maid service, furnishings or laundering of linens, and bellhop service. Residential units in projects with Security Instruments initially endorsed for insurance pursuant to Section 231 of the National Housing Act, as amended, may be rented for a period of more than 3 years.

27. **COMMERCIAL (NON-RESIDENTIAL) LEASES.** No portion of the Mortgaged

Property shall be leased for any commercial purpose or use without receiving HUD's prior written approval as to terms, form and amount, except that for lease renewals or extensions or amendments involving no change in terms or use, rent increases are permitted without HUD approval. Borrower must deliver an executed copy of the commercial Lease to HUD.

28. SUBLEASES. All Leases of residential units by Borrower to tenants must also prohibit assignment of the leasehold interest by the tenant without the prior written approval of Borrower. All Leases of residential units by Borrower to tenants must prohibit tenants from entering into any subleases that do not run for at least thirty (30) days and must require that all subleases be approved in advance in writing by Borrower. Leases of residential units must prohibit the tenant from granting the right to occupy the premises for a period of less than thirty (30) days or from furnishing hotel services, as defined in Section 26. Assignment and subleasing of units by other than the tenant thereof without the prior written approval of Borrower shall be prohibited in the Lease. Upon discovery of any unapproved assignment, sublease or occupancy, Borrower shall, to the extent permitted by law, immediately demand cancellation and/or vacation of the premises, as appropriate, and notify HUD thereof.

29. TENANT SELECTION/OCCUPANCY.

a. If the Security Instrument is originally a HUD-held purchase money mortgage, or is originally endorsed for insurance under any Section of the National Housing Act, as amended, other than Section 231 units specially designed for use and occupancy of Elderly Persons exclusively, Borrower shall not, in selecting tenants, discriminate against any person or persons by reason of the fact that there are children in the family, unless in accordance with the Fair Housing Act and otherwise approved in writing by HUD.

b. If the Security Instrument is originally endorsed for insurance under Section 221, Borrower shall, in selecting tenants, give to displaced persons or families an absolute preference or priority of occupancy that shall be accomplished as follows: (1) For a period of sixty (60) days from the date of original offering, unless a shorter period of time is approved in writing by HUD, all units shall be held for such preferred applicants, after which time any remaining unrented units may be rented to non-preferred applicants; (2) thereafter, and on a continuing basis, such preferred applicants shall be given preference over non-preferred applicants in their placement on a waiting list to be maintained by Borrower; and (3) through such further provisions agreed to in writing by the parties to this Agreement.

c. At least 75% of the units in a Project insured under Section 231 shall be designed for the use and occupancy of Elderly Persons unless prior written approval is given by HUD for a lesser number of units.

d. All advertising or efforts to rent a project insured under Section 231 shall reflect a bona fide effort of Borrower to obtain occupancy by Elderly Persons.

30. ADDITIONAL OCCUPANCY RESTRICTIONS AND POLICIES: Additional occupancy restrictions imposed in connection with the Loan: None. For informational purposes only, there may be additional occupancy restrictions imposed by other programs (such restrictions are not required under the Loan or Program Obligations).

31. RENTS. If the Project is subject to regulation of rent by HUD, HUD will at any time entertain a written request for a rent increase that is properly supported by substantiating evidence and HUD will, within a reasonable time: (a) approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance costs over which Borrower has no effective control; or (b) deny the increase and state the reasons for its decision.

32. CHARGES FOR SERVICES AND FACILITIES. If the Project is subject to regulation of rent by HUD, Borrower shall only charge to and receive from any tenant such amounts as have the prior written approval of HUD and are mutually agreed upon between Borrower and the tenant for any facilities and/or services not included in the HUD approved rent schedule that may be furnished by, or on behalf of, Borrower to such tenant upon request.

33. PROHIBITION OF CERTAIN FEES. Borrower shall not charge any Project tenant or prospective Project tenant any fees prohibited under Program Obligations; such prohibited fees may include an admission fee, a key fee, or similar payment pursuant to any agreement to furnish residential units or services to persons making such payments.

34. SECURITY DEPOSITS AND OTHER FEES. Borrower shall not require as a condition of occupancy or leasing of any unit in the Project, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of one month's rent to guarantee the performance of the lease terms. Borrower may charge certain application processing fees such as credit check or criminal background fees or pet deposits.

VI. ACTIONS REQUIRING THE PRIOR WRITTEN APPROVAL OF HUD

35. ACTIONS REQUIRING THE PRIOR WRITTEN APPROVAL OF HUD. Borrower shall not without the prior written approval of HUD:

- a. Convey, assign, transfer, pledge, hypothecate, encumber, or otherwise dispose of the Mortgaged Property or any interest therein, or permit the conveyance, assignment, or transfer of any interest in Borrower (if the effect of such conveyance, assignment or transfer is the creation or elimination of a Principal) unless permitted by Program Obligations. Borrower need not obtain the prior written approval of HUD: (i) for a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under the Security Instrument; (ii) for inclusion of the Mortgaged Property in a bankruptcy estate by operation of law under the United States Bankruptcy Code; (iii) for acquisition of an interest by inheritance or by Court decree; or (iv) for actions permitted under subsection (g) below.
- b. Enter into any contract, agreement or arrangement to borrow funds or finance any purchase or incur any liability, direct or contingent other than for Reasonable Operating Expenses.
- c. Pay out any funds of the Mortgaged Property except as provided in this Agreement and Program Obligations.
- d. Except from permissible withdrawals of Surplus Cash, pay any compensation, including wages or salaries, or incur any obligation to do so, to any officer, director, stockholder, trustee, beneficiary, partner, member, manager (in the case of a Borrower formed as a Limited Liability Company or Limited Liability Corporation), or Principal of Borrower, or to any nominee thereof.
- e. Enter into or change any contract, agreement or arrangement for supervisory or managerial services or Leases for operation of the Project in whole or in part except as permitted under Program Obligations.
- f. Convey, assign or transfer any right to receive the Rents of the Mortgaged Property, except as provided in the Security Instrument.
- g. Remodel, add to, subtract from, construct, reconstruct or demolish any part of the Mortgaged Property, except as required by HUD under Section 19(c) and except that Borrower may, without the prior written approval of HUD, dispose of obsolete or deteriorated Fixtures or Personalty if the same are replaced with like items of the same or greater quality or value and make minor alterations that do not impair the security.
- h. Permit the use of the Mortgaged Property for any other purpose except the use for which it was originally intended, or permit commercial use greater than that originally approved by HUD.
- i. Amend the organizational documents of Borrower in a way that materially modifies the terms of the organization, including, but not limited to: any amendment

that activates the requirement that a HUD previous participation certification be obtained from any additional partner or member; any amendment that would authorize any officer, partner or member other than the officer(s), general partner(s) or the managing member(s) of the corporation, partnership or company or pre-approved successor officer(s), general partner(s) or managing member(s) to bind the corporation, partnership or company for any matters concerning the Project which requires HUD's consent or approval; a change in the officer(s), general partner(s) or managing member(s) or pre-approved successor officer(s), general partner(s) or managing member(s) of the corporation, partnership or company and any proposed changes to the HUD-required provisions included in the organizational documents. Copies of all fully executed amendments to the organizational documents must be provided to HUD within ten (10) days of the effective date of the amendment. If the amendments to the organizational documents are recorded or filed, copies of the recorded or filed documents must be provided to HUD within ten (10) days of receipt by Borrower.

j. Reimburse any party from Mortgaged Property for payment of expenses or costs of the Project or for any purpose except for Reasonable Operating Expenses and in a manner consistent with Section 15.

k. Receive any fee or payment of any kind from any managing agent, employee of the Project or of the managing agent, or other provider of Goods or Services of the Project, except for warranty claims from providers of Goods and Services.

l. Initiate or acquiesce in a change in the zoning classification of the Mortgaged Property that results in any change in permitted use that was in effect at the time of initial/final endorsement.

m. Establish any condominium or cooperative regime with respect to the Mortgaged Property.

n. Materially change any unit configurations or change the number of units in the Mortgaged Property.

VII. ENFORCEMENT

36. **VIOLATION OF AGREEMENT.** The occurrence of any one or more of the following shall constitute a "**Violation**" under this Agreement:

a. Any failure by Borrower to comply with any of the provisions of this Agreement;

b. Any fraud or material misrepresentation or material omission by Borrower, any of its officers, directors, trustees, general partners, members, managers or

managing agent in connection with (1) any financial statement, rent roll or other report or information provided to HUD or (2) any request for HUD's consent to any proposed action, including a request for disbursement of funds from any restricted account for which HUD's prior written approval is required; and/or

c. The commencement of a forfeiture action or proceeding, whether civil or criminal, which, in HUD's reasonable judgment, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the value of the Mortgaged Property.

37. **DECLARATION OF DEFAULT.**

a. Upon a Violation, HUD may give written Notice, pursuant to Section 46, of the Violation to Borrower, addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written Notice to HUD, be designated by Borrower as its legal business address. If, after receiving written Notice of a Violation, that Violation is not corrected to the satisfaction of HUD either within thirty (30) days after the date Notice is mailed, or within such shorter or longer time set forth in said Notice, HUD may declare a default (Declaration of Default) under this Agreement without further Notice. Alternatively, in order to protect the health and safety of the tenants, HUD may declare a default at any time during the existence of a Violation without providing prior written Notice of the Violation.

b. Upon any **Declaration of Default** HUD may:

- (i) If HUD holds the Note, declare the whole of said Indebtedness immediately due and payable and then proceed with the foreclosure of the Security Instrument;
- (ii) If said Note is not held by HUD, notify the holder of the Note of such default and require the holder to declare a default under the Note and Security Instrument, and the holder, after receiving such Notice and demand, may declare the whole Indebtedness due and payable and thereupon proceed with foreclosure of the Security Instrument or assignment of the Note and Security Instrument to HUD as provided in Program Obligations. Upon assignment of the Note and Security Instrument to HUD, HUD may then proceed with the foreclosure of the Security Instrument;
- (iii) Collect all Rents and charges in connection with the operation of the Project and use such collections to pay Borrower's obligations under this Agreement and under the Note and Security Instrument and the necessary expenses of preserving and operating the Mortgaged Property;

- (iv) Take possession of the Mortgaged Property, bring any action necessary to enforce any rights of Borrower growing out of the Mortgaged Property's operation, and maintain the Mortgaged Property in decent, safe, and sanitary condition and good repair;
- (v) Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any Violations of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with this terms of the Agreement, or for such other relief as may be appropriate, as the injury to HUD arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain; and,
- (vi) Collect reasonable attorney fees related to enforcing Borrower's compliance with this Agreement.

38. **FORBEARANCE NO WAIVER.** Any forbearance by HUD in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any right or remedy.

39. **MEASURE OF DAMAGES.** The damage to HUD as a result of Borrower's breach of duties and obligations under this Agreement shall be, in the case of failure to maintain the Mortgaged Property as required by this Agreement, the cost of the repairs required to return the Project to decent, safe and sanitary condition and good repair. This contractual provision shall not abrogate or limit any other remedy or measure of damages available to HUD under any civil, criminal or common law.

VIII. MISCELLANEOUS

40. COMPLIANCE WITH LAWS.

a. Borrower shall comply with all applicable: laws; ordinances; regulations; requirements of any Governmental Authority; lawful covenants and agreements (including the Security Instrument) recorded against the Mortgaged Property; and Program Obligations including lead-based paint maintenance requirements of 24 C.F.R. Part 35, subpart G, and any successor regulations; including but not limited to those of the foregoing pertaining to: health and safety; construction of improvements on the Mortgaged Property; fair housing; civil rights; zoning and land use; Leases; and maintenance and disposition of tenant security deposits; and, with respect to all of the foregoing, all subsequent amendments, revisions, promulgations or enactments. Borrower shall at all times maintain records sufficient to demonstrate compliance with

the provisions of this Section 40. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Mortgaged Property, including those that could endanger tenants or visitors, result in damage to the Mortgaged Property, result in forfeiture of the Mortgaged Property, or otherwise impair the lien created by the Security Instrument or Lender's interest in the Mortgaged Property. Borrower represents and warrants to HUD that no portion of the Mortgaged Property has been or shall be purchased with the proceeds of any illegal activity.

b. HUD shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by Borrower with these requirements, including any remedies available hereunder.

41. **BINDING EFFECT.** This Agreement shall bind, and the benefits shall inure to, Borrower, its heirs, legal representative, executors, administrators, successors in office or interest, and assigns, and to HUD and HUD's successors, so long as the Contract of Insurance continues in effect, and during such further time as HUD shall be the Lender, holder, coinsurer, or reinsurer of the Security Instrument, or obligated to reinsure the Security Instrument.

42. **PARAMOUNT RIGHTS AND OBLIGATIONS.** Borrower warrants that it has not, and shall not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

43. **SEVERABILITY.** The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

44. **RULES OF CONSTRUCTION.** The captions and headings of the Sections of this Regulatory Agreement are for convenience only and shall be disregarded in construing this Regulatory Agreement. Any reference in this Regulatory Agreement to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Regulatory Agreement or to a Section of this Regulatory Agreement. All Exhibits attached to or referred to in this Regulatory Agreement are incorporated by reference into this Regulatory Agreement. Use of the singular in this Regulatory Agreement includes the plural and use of the plural includes the singular. As used in this Regulatory Agreement, the term, "including" means "including, but not limited to." In this Regulatory Agreement, where the context may so require, feminine or masculine pronouns or adjectives shall be substituted for those of the neuter gender, and vice versa.

45. **PRESENT ASSIGNMENT.** Borrower irrevocably and unconditionally assigns, pledges, mortgages and transfers to HUD its rights to the Rents, charges, fees, carrying

charges, Project accounts, security deposits, and other revenues and receipts of whatsoever sort that it may receive or be entitled to receive from the operation of the Mortgaged Property, subject to the assignment of Rents in the Security Instrument. Until a default is declared under this Agreement, a revocable license is granted to Borrower to collect and retain such Rents, charges, fees, carrying charges, Project accounts, security deposits, and other revenues and receipts, but upon a Declaration of Default under this Agreement or under the Security Instrument, this revocable license is automatically terminated.

46. NOTICE.

a. All notices, demands and other communications ("**Notice**") under or concerning this Agreement shall be in writing. A courtesy copy of any Notice given by Borrower or HUD shall be sent simultaneously to Lender. Each Notice shall be addressed to the intended recipients at their respective addresses set forth below, and shall be deemed given on the earliest to occur of (i) the date when the Notice is received by the addressee; (ii) the first or second Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next or second Business Day delivery, respectively; or (iii) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section 46, the term "**Business Day**" means any day other than a Saturday or a Sunday, a federal holiday or holiday in the state where the Project is located or other day on which the federal government or the government of the state where the Project is located is not open for business. When not specifically designated as a Business Day, the term "**day**" shall refer to a calendar day.

b. Any party to this Agreement and Lender may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section 46. Each party agrees that it shall not refuse or reject delivery of any Notice given in accordance with this Section 46, that it shall acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it shall be deemed for purposes of this Section 46 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

BORROWER: The New Haven Jewish Community Council Housing Corporation
18 Tower Lane
New Haven, Connecticut 06519

HUD: U.S. Department of Housing and Urban Development
Connecticut Field Office
20 Church Street
Hartford, CT 06103

LENDER: KeyBank National Association
8115 Preston Road, Suite 800
Dallas, Texas 75225

47. **CONFLICTS PROVISION.** Borrower shall comply with the requirements set forth in this Agreement as well as any other agreement Borrower enters into with HUD. However, if a conflict exists between this Agreement and any other HUD agreement executed by Borrower, the agreement which imposes the more restrictive requirements on Borrower shall control.

48. **THIRD PARTY BENEFICIARY.** Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender, as more fully set forth in 24 C.F.R. Part 207, Subpart B.

49. **EXPLANATION OF ROLES.** HUD is not providing a loan to the Borrower. HUD operates insurance programs under the provisions of the National Housing Act. HUD, through the Federal Housing Administration (FHA) provides insurance to private and public lenders which it has approved as financially responsible against loss on mortgages financing multifamily projects. The mortgage insurance is a contract between the approved lender and HUD. These are the only two parties to the FHA insurance contract, the approved mortgage lender and HUD. The approved lender is the only party that is intended to benefit from the contract of mortgage insurance. While borrowers and other program participants may incidentally benefit in some manner from the insured mortgage financing that the approved lender provides, all other program participants are deemed not to be third party beneficiaries of the insurance contract. Thus, program participants have no rights and should not have any expectations in regard to decisions made or actions taken by HUD under the mortgage lender's contract of mortgage insurance, including but not limited to accepting a loan as eligible for insurance or paying a claim.

SECTION IX. NON RECOURSE

50. **NONRECOURSE DEBT.** The addendum ("Section 50 Addendum") attached hereto is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have set their hands ~~and seals~~ on the date first herein above written.

Each signatory below hereby certifies that each of their statements and representations contained in this Agreement and all their supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

NOTICE: THIS DOCUMENT MUST HAVE A LEGAL DESCRIPTION ATTACHED AND BOTH THIS DOCUMENT AND THE SECTION 50 ADDENDUM MUST BE EXECUTED WITH ALL FORMALITIES REQUIRED FOR RECORDING A DEED TO REAL ESTATE (i.e., NOTARY/ACKNOWLEDGEMENT, SEAL, WITNESS OR OTHER APPROPRIATE FORMALITIES).

[Counterpart Signature pages follow]

**COUNTERPART SIGNATURE PAGE TO
REGULATORY AGREEMENT
Tower One & Tower East
FHA Project No. 017-11198**

BORROWER

**THE NEW HAVEN JEWISH COMMUNITY
COUNCIL HOUSING CORPORATION,
a Connecticut non-stock corporation**

WITNESS:

Nicole D Merritt

Print Name: Nicole D Merritt

By:

Jackie Curl

Jackie Curl

Interim President and Chief
Executive Officer

WITNESS:

Nicole Campbell

Print Name: Nicole Campbell

STATE OF CONNECTICUT

COUNTY OF New Haven
~~HARTFORD~~

)
) ss: New Haven
)

On this 25 day of August, 2017, before me personally appeared Jackie Curl, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

Karen Puker
Commissioner of Superior Court
Notary Public

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

**COUNTERPART SIGNATURE PAGE TO
REGULATORY AGREEMENT
Tower One & Tower East
FHA Project No. 017-11198**

**U.S. Department of Housing and Urban
Development**, acting by and through the
Secretary of Housing and Urban Development,
acting by and through the **Federal Housing
Commissioner**

BY:

Authorized Agent

WITNESS:


Print Name: Amy B. Veilleux

WITNESS:


Print Name: Noel Miller

STATE OF

Connecticut

COUNTY OF

Hartford

The foregoing instrument was acknowledged before me this 28th day of August, 2017, by Richard Paugherty, as Authorized Agent of the U.S. Department of Housing and Urban Development, on behalf of the department.

WITNESS my hand and official seal

[SEAL]



Notary Public

AMY B. VEILLEUX

NOTARY PUBLIC

MY COMMISSION EXPIRES

My commission expires: _____

2/28/2022

**EXHIBIT A
LEGAL DESCRIPTION**

**PARCEL ONE: 18 Tower Lane, New Haven CT
(PARCEL ID: 238 0110 00400)**

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven, State of Connecticut as shown on map entitled "ALTA/ACSM Land Title Survey, Property of New Haven Jewish Federation Housing Corporation & New Haven Jewish Community Council Housing Corporation, Tower Lane, South Frontage Road & Church Street Extension, New Haven, Connecticut, Scale: 1" = 40', dated August 28, 1998, revised to September 15, 2005, bounded and described as follows:

Beginning at the westernmost corner of herein described parcel, said corner being on the northeasterly street line of Tower Lane, 26.92 feet distant southeast from a monument when measured along the arc of the curve of the street line; Thence: North 27 degrees 00 minutes 00 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 74.11 feet;

Thence: South 54 degrees 26 minutes 27 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 101.13 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face in part, a distance of 9.75 feet;

Thence: South 54 degrees 26 minutes 23 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face, a distance of 1.00 foot;

Thence: North 80 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the face of the building, along the building face, a distance of 19.68 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face, a distance of 1.00 foot;

Thence: South 54 degrees 26 minutes 23 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, along the building face in part, a distance of 60.00 feet;

Thence: North 35 degrees 33 minutes 37 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 90.42 feet;

Thence: South 56 degrees 30 minutes 00 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 94.75 feet;

Thence: southeasterly along the arc of a curve to the right which has a radius of 84.00 feet along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 74.82 feet;
Thence: South 05 degrees 28 minutes 05 seconds East along land now or formerly of New Haven Jewish Federation Housing Corporation, also known as Tower East, a distance of 210.85 feet to a monument;
Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 114.00 feet to a monument;
Thence: South 09 degrees 18 minutes 51 seconds East along land now or formerly of the City of New Haven, a distance of 67.00 feet;
Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 67.00 feet;
Thence: North 09 degrees 18 minutes 51 seconds West along land now or formerly of the City of New Haven, a distance of 21.00 feet to a P.K. nail;
Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 34.00 feet;
Thence: North 09 degrees 18 minutes 51 seconds West along land now or formerly of New Haven Greek Community, Inc., a distance of 46.00 feet;
Thence: North 80 degrees 41 minutes 09 seconds East along the southern terminus of Tower Lane, a distance of 5.00 feet;
Thence: North 09 degrees 18 minutes 51 seconds West along the easterly street line of Tower Lane, a distance of 106.85 feet to an iron pin;
Thence: northwesterly along the arc of a curve to the left which has a radius of 256.00 feet along the northeasterly street line of Tower Lane, a distance of 261.05 feet to the point and place of beginning.

TOGETHER WITH easements and rights of way as set forth in the Quit Claim Deed from the City of New Haven to the New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded in Volume 2372 at page 295; as reserved in the deed from the Haven Jewish Community Council Housing Corporation to New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded in Volume 2872 at Page 101; and as set forth in a deed from New Haven Jewish Federation Housing Corporation to the New Haven Jewish Community Council Housing Corporation dated September 29, 1980 and recorded in Volume 2872 at Page 115; all of the New Haven Land Records.

TOGETHER WITH an Easement from New Haven Jewish Federation Housing Corporation dated September 25, 2005 and recorded in Volume 7347 at page 3 of the New Haven Land Records.

PARCEL TWO: Tower Lane, New Haven, CT
(PARCEL ID: 239 0110 00402)

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven, State of Connecticut

as shown on map entitled "ALTA/ACSM Land Title Survey, Property of New Haven Jewish Federation Housing Corporation & New Haven Jewish Community Council Housing Corporation, Tower Lane, South Frontage Road & Church Street Extension, New Haven, Connecticut, Scale: 1" =40', dated August 28, 1998, revised to September 15, 2005, bounded and described as follows:

Beginning at the southeasterly corner of herein described parcel, said corner being shown and/or depicted as a drill hole (D.H.) on the westerly street line of South Frontage Road;

Thence: South 80 degrees 41 minutes 09 seconds West along land now or formerly of the City of New Haven, a distance of 84.62 feet to a monument;

Thence: North 05 degrees 28 minutes 05 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 210.85 feet;

Thence: northwesterly along the arc of a curve to the left which has a radius of 84.00 feet along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 74.82 feet; Thence: North 56 degrees 30 minutes 00 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 94.75 feet;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 90.42 feet;

Thence: North 54 degrees 26 minutes 23 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face in part, a distance of 60.00 feet; Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 1.00 foot;

Thence: South 80 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face in part, a distance of 19.68 feet; Thence: North 54 degrees 26 minutes 23 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 1.00 foot;

Thence: South 35 degrees 33 minutes 37 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, along the building face, a distance of 9.75 feet;

Thence: North 54 degrees 26 minutes 27 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 101.13 feet;

Thence: South 27 degrees 00 minutes 00 seconds West along land now or formerly of New Haven Jewish Community Council Housing Corporation, also known as Tower One, a distance of 74.11 feet;

Thence: northwesterly along the arc of a curve to the left which has a radius of 256.00 feet along the northeasterly street line of Tower Lane, a distance of 26.92 feet to a monument;

Thence: North 73 degrees 45 minutes 00 seconds West along the northeasterly street line of Tower Lane, a distance of 71.70 feet to a monument;

Thence: northerly along the arc of a curve to the right which has a radius of 6.00 feet along the northeast intersection of Church Street Extension and Tower Lane, a distance of 9.83 feet;

Thence: northeasterly along the arc of a curve to the right which has a radius of 601.00 feet along the southeasterly street line of Church Street Extension, a distance of 213.45 feet to an iron pin;

Thence: northeasterly along the arc of a curve to the right which has a radius of 155.42 feet along the southeast intersection of Church Street Extension and South Frontage Road, a distance of 132.08 feet to an iron pin;

Thence: southeasterly along the arc of a curve to the right which has a radius of 100.00 feet along the southwesterly street line of South Frontage Road, a distance of 55.77 feet to an iron pin;

Thence: South 58 degrees 58 minutes 02 seconds East along the southwesterly street line of South Frontage Road, a distance of 106.59 feet to an iron pin;

Thence: southerly along the arc of a curve to the right which has a radius of 370.00 feet along the southwesterly street line of South Frontage Road, a distance of 345.36 feet to an iron pin;

Thence: South 05 degrees 29 minutes 16 seconds East along the westerly street line of South Frontage Road, a distance of 178.08 feet to the point and place of beginning.

Said parcel is benefited by a portion of the "Common Right of Way" described in Section 209 of the Land Disposition Agreement among the City Of New Haven, The New Haven Redevelopment Agency and The New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded March 13, 1969 in Volume 2372, Pages 242-294 of the New Haven Land Records, as reserved in the deed from the City Of New Haven to The New Haven Jewish Community Council Housing Corporation dated March 13, 1969 and recorded March 13, 1969 in Volume 2372, Pages 295-300 of said Land Records and granted in the deed from the City Of New Haven to The New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded October 1, 1980 in Volume 2872, Pages 91-97 of said Land Records. The right of way was modified by virtue of the deed from New Haven Jewish Community Council Housing Corporation to New Haven Jewish Federation Housing Corporation dated September 29, 1980 and recorded October 1, 1980 in Volume 2872, Pages 101 -103 of said Land Records.

SECTION 50 ADDENDUM

The Loan is nonrecourse. Each individual/entity (each, a "**Section 50 party**") as identified below and in the "**Firm Commitment**" (which means the commitment for insurance of advances or commitment for insurance upon completion issued to Lender by HUD under which the debt evidenced by the Note is to be insured pursuant to a Section of the Act, dated **May 18, 2017**, and any amendments thereto):

1. **The New Haven Jewish Community Council Housing Corporation**
(Individual/Entity Name)
2. _____
(Individual/Entity Name)

does not assume personal liability for payments due under the Note and Security Instrument, or for the payments to the Reserve for Replacements, or for matters not under its control, provided that each Section 50 Party shall be personally liable under this Agreement only with respect to the matters hereinafter stated; namely: (a) for funds or property of the Project coming into its hands which, by the provisions hereof, it is not entitled to retain; (b) for authorizing the conveyance, assignment, transfer, pledge, encumbrance, or other disposition of the Mortgaged Property or any interest therein in violation of Section 35(a) of the Regulatory Agreement to which this addendum is attached ("**Regulatory Agreement**") without the prior written approval of HUD; and (c) for its own acts and deeds, or acts and deeds of others, which it has authorized in violation of the provisions of this Section 50 Addendum. The obligations of each Section 50 Party shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, any termination of the Regulatory Agreement, or any release of record of the Security Instrument.

{Space Intentionally Blank – Signature Page Follows}

SIGNATURE PAGE TO SECTION 50 ADDENDUM

THE NEW HAVEN JEWISH COMMUNITY
COUNCIL HOUSING CORPORATION,
a Connecticut non-stock corporation

WITNESS:

Ariel Schneider

Print Name: Ariel Schneider

By: Jackie Curl
Jackie Curl
Interim President and Chief
Executive Officer

WITNESS:

Tania Butler

Print Name: Tania Butler

STATE OF CONNECTICUT
New Haven
COUNTY OF HARTFORD

)
) ss: New Haven
)

On this 28th day of August, 2017, before me personally appeared Jackie Curl,
known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that she executed the same in her authorized capacity,
and that by her signature on the instrument the person or the entity on behalf of
which the person acted, executed the instrument.

Karen Purjes
Commissioner of Superior Court
Notary Public

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Attachment 11-2

**U.S. Department of Housing and Urban Development
Office of Housing**

Project-based Section 8

**HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT
MULTI-YEAR TERM**

Tower One (CT26M000129)

OMB Control #2602-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

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U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT¹

MULTI-YEAR TERM

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: CT26M000129

Section 8 Project Number of Expiring Contract: Same

FHA Project Number (if applicable): 017-11198

Project Name: Tower One

Project Description:

This property is located at 18 Tower Lane, New Haven, CT 06519-1764 and is in New Haven County. It consists of (84) OBR and (9) 1BR Section 8 units and (32) OBR and (53) 1BR Non-Section 8 units.

TYPE OF RENEWAL

- ☐ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- ☒ Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Navigate Affordable Housing Partners

Address of Contract Administrator

1827 1st Avenue North, Ste 100
Birmingham, AL 35203

Name of Owner⁵

New Haven Jewish Community Council Hsn Corp

Address of Owner

18 Tower Lane
New Haven, CT 06519

2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on 9/1/2017⁶ and shall run for a period of 20 (Twenty)⁷ years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ \$116,193⁸, an amount sufficient to

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

provide housing assistance payments for approximately $\frac{4}{9}$ months of the first annual increment of the Renewal Contract term.

- c** HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

-
- (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

- (i) Using an OCAF; or

- (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.
 - (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).
- (2) **Comparability adjustments**
- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
 - (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*).**
 - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
 - (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
 - (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the

Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

- (a)** To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
- (b)** The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall

specify when the adjustment of contract rent is effective.

- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the

agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

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Attachment 11-2

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator

Navigate Affordable Housing Partners

By: 

Signature of authorized representative

Erie Strong, CEO

Name and official title

Date 8/28/17

U.S. Department of Housing and Urban Development

By: 

Signature of authorized representative

Richard P. Daugherty - Branch Chief, United States Dept. of Housing and Urban

Name and official title

Date August 28, 2017

Owner

Name of Owner

New Haven Jewish Community Council Hsn Corp

By:  Jackie Curl - Interim President & CEO

Signature of authorized representative

Jackie Curl - Interim President & CEO

Name and title

Date 8/25/17

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

(continued)

NOTES: This Form will be amended by Contract Administrator prior to the Owner's

agreed to participate in a research study of the following conditions:

Comments: _____

EXHIBIT B
DISTRIBUTIONS LIMITATION

FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

Attachment 1

PRESERVATION EXHIBIT

Subject to all applicable laws and regulations in effect upon expiration, the Renewal Contract shall automatically renew for a term of 7 Years ¹ beginning on 09/01/2037 ². Owner and the Contract Administrator, as identified in section 1 of the Renewal Contract, and on all their successors and assigns.

RECEIVED AUG 28 2017

Part G – Information on Mortgagor Entity

Name of Entity

New Haven Jewish Community Council Housing Corporation

Type of Entity

☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☐ Other (specify)
☒ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
 • corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
 • partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
 • trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Robert Katz

Secretary

Name and Title

Alan Siegal

Chair of the Board

Name and Title

Bruce Spiewalk

Vice-Chair Finance

Name and Title

Irwin Epstein

Vice-Chair Facilities

Name and Title

Jackqueline Koral

Vice-Chair Resident Services

Name and Title

Nathan Topf

Immediate Past Chair of the Bo

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Jackie Curl - Interim President & CEO

Authorized Official's Signature

Jackie Curl - Interim President & CEO 08/25/2017
 Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number CT26M000129

Director, Housing Management Division Signature

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

**U.S. Department of Housing and Urban Development
Office of Housing**

PROJECT-BASED SECTION 8

**HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT
FOR MARK-UP-TO-MARKET PROJECT**

Tower East (CT262607201)

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Renewal Contract. The instructions are not part of the Renewal Contract.

**RENEWAL HAP CONTRACT
FOR SECTION 8 MARK-UP-TO-MARKET PROJECT¹**

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: CT262607201

Section 8 Project Number of Expiring Contract: Same

FHA Project Number (if applicable): 017-11198

Project Name: Tower East

Project Description:³

This property is located at 18 Tower Lane, New Haven, CT 06519 and is in New Haven County. It consists of (144) 1BR and (6) 2BR Section 8 units.

- ☐ Check this box if the project is a Section 236 project or a Section 221(d)(3) below market interest rate (BMIR) project at the beginning of the Renewal Contract term.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Navigate Affordable Housing Partners

Name of Owner

New Haven Jewish Federation Housing Corp.

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on 9/1/2017⁵ and shall run for a period of 20 (Twenty)⁶ years.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 679,864⁷, an amount sufficient to provide housing assistance payments for approximately 4⁸ months of the first annual increment of the Renewal Contract term.
- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 RENEWAL CONTRACT

a Parties

- (1) This contract ("Renewal Contract") is a housing assistance payments contract ("HAP contract") between the contract administrator and the owner of the housing.
- (2) If HUD is the contract administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as contract administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 8 (applicable requirements), section 9 (statutory changes during term), section 10 (distributions) and section 11 (PHA default) of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 ("Section 8") (42 U.S.C. 1437f),

and section 524(a) of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) ** (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

c Expiring Contract

Previously, the owner entered into a Housing Assistance Payments Contract ("Expiring Contract") with HUD or a PHA to make Section 8 housing assistance payments to the owner for eligible families living in the project. The term of the Expiring Contract has expired or will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

The purpose of the Renewal Contract is to renew the Expiring Contract for an additional term. During the term of the Renewal Contract, the contract administrator will make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract. Such payments shall only be made for contract units occupied by eligible families ("families") leasing decent, safe and sanitary units from the owner in accordance with HUD regulations and other requirements.

e Contract units

The Renewal Contract applies to the project contract units identified in Exhibit A by size and applicable contract rents.

4 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b Any provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

- (1) The amount of the monthly contract rents;
- (2) Contract rent adjustments;

-
- (3) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section.

5 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the project are adjusted in accordance with section 5b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and made a part of the Renewal Contract. The initial contract rent amounts listed in Exhibit A have been increased to market levels under the HUD Mark-Up-to-Market Option.

b Contract rent adjustments

(1) OCAF adjustment

Except for adjustment of the contract rents to comparable market rents at the expiration of each 5-year period (as provided in paragraph 5b(2) of this section) ("fifth year adjustment"), during the term of the Renewal Contract the contract administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements, using an operating cost adjustment factor (OCAF) established by HUD. Such adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for a fifth year adjustment.

(2) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*)

- (a) This section 5(b)(2) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

- (b) At the expiration of each 5-year period of the Renewal Contract term, the contract administrator shall compare existing contract rents with comparable market rents for the market area. At such anniversary of the Renewal Contract, the contract administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the contract administrator in accordance with HUD requirements, necessary to set the contract rents for all unit sizes at comparable market rents. Such adjustments may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
- (c) To assist in the redetermination of contract rents, the contract administrator may require that the owner submit to the contract administrator a rent comparability study prepared (at the owner's expense) in accordance with HUD requirements.

(3) Procedure for rent adjustments during renewal term

To adjust contract rents during the term of the Renewal Contract (in accordance with paragraph 5b(1) or paragraph 5b(2)), the contract administrator shall give the owner notice of the revised Exhibit A. The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the contract administrator in accordance with paragraph 5b(1) or paragraph 5b(2). The notice shall specify when the adjustment of contract rent is effective. The notice by the contract administrator of the revised Exhibit A constitutes an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with paragraph 5b, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

6 OWNER WARRANTIES

- a The owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

-
- b The owner warrants that the rental units to be leased by the owner under the Renewal Contract are in decent, safe and sanitary condition, as defined by HUD, and shall be maintained in such condition during the term of the Renewal Contract.

7 OWNER NOTICE

- a Before termination of the Renewal Contract, the owner shall provide written notice to the contract administrator and each assisted family in accordance with the law and HUD requirements.
- b If the owner fails to provide such notice in accordance with the law and HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner has provided such notice for the required period.

8 APPLICABLE REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including amendments or changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD regulations and requirements which are inconsistent with the provisions of the Renewal Contract, including the provisions of section 5 (contract rent) and section 10 (distributions), shall not be applicable.

9 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 5 or section 10 of the Renewal Contract, and if HUD determines, and so notifies the contract administrator and the owner, that the contract administrator is unable to carry out the provisions of section 5 or section 10 because of such statutory change, then the contract administrator or the owner may terminate the Renewal Contract upon notice to the other party.

10 DISTRIBUTIONS

During the term of the Renewal Contract, neither HUD nor the PHA may impose any additional limitations on distributions of project funds other than any distribution limitations specified in Exhibit B, which is attached to and made a part of this Renewal Contract.

11 PHA DEFAULT

- a** This section of the Renewal Contract applies if the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA contract administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as contract administrator, to make housing assistance payments to the owner in accordance with the provisions of the Renewal Contract, and that the owner is not in default of its obligations under the Renewal Contract, HUD will take actions HUD determines necessary for the continuation of housing assistance payments to the owner in accordance with the Renewal Contract.

12 SECTIONS 236 AND 221(D)(3) BMIR PROJECTS -- PREPAYMENT

- a** This section of the Renewal Contract shall be applicable if the project is a Section 236 project or a 221(d)(3) BMIR project (See the check-box at section 1 of the Renewal Contract).

- b During the term of the Renewal Contract, the owner shall not prepay any FHA-insured mortgage on the project, except where HUD, in its sole discretion, approves the prepayment as a component of a transaction whereby the project is preserved as affordable housing.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a The contract administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the contract administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the owner.
- b The owner is not the agent of the contract administrator or HUD, and the Renewal Contract does not create or affect any relationship between the contract administrator or HUD and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with implementation of the Renewal Contract.
- c If the contract administrator is a PHA acting as contract administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the contract administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the contract administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

Any notice by the contract administrator or the owner to the other party pursuant to the Renewal Contract must be in writing.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator

Navigate Affordable Housing Partners

By: Robert M. Laughlin, Jr.
Signature of authorized representative

for Eric Strong, CEO

Name and official title

Date 08/28/2017

U.S. Department of Housing and Urban Development

By: Richard P. Daugherty
Signature of authorized representative
Richard P. Daugherty - Branch Chief, United States Dept. of Housing and Urban Development

Name and official title

Date August 29, 2017

Owner

Name of Owner

New Haven Jewish Federation Housing Corp.

By: Jackie Curl Interim President / CEO
Signature of authorized representative

Jackie Curl - Interim President / CEO

Name and title

Date 08/25/2017

9

Section 8 Contract Number: CT262607201
FHA Project Number (if applicable): 017-11198
Effective Date of the Rent Increase (if applicable): 9/1/2017

[illegible]

NOTE:
This Exhibit will be amended by contract administrator notice to the owner to specify adjusted contract rent amounts as determined by the contract administrator in accordance with section 5b(3) of the Renewal Contract.

Comments: _____

EXHIBIT B

DISTRIBUTION LIMITATIONS

FOR PROJECT NOT SUBJECT TO DISTRIBUTION LIMITATIONS:

If the project is not subject to any limitations on distribution of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitations on distribution of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTION LIMITATIONS:

If the project is subject to any limitations on distribution of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitations on distribution shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

Attachment 1

PRESERVATION EXHIBIT

Subject to all applicable laws and regulations in effect upon expiration, the Renewal Contract shall automatically renew for a term of 5 Years¹ beginning on 09/01/2037². Owner and the Contract Administrator, as identified in section 1 of the Renewal Contract, and on all their successors and assigns.

**Contract Renewal
Request Form
Multifamily Section 8 Contracts**

**U.S. Department of Housing
and Urban Development
Office of Housing**

**OMB No. 2502-0587
(Exp. 04/30/2017)**

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Cover Sheet

New Haven Jewish Federation Housing Corporation d.b.a. Tower East

PROJECT NAME

18 Tower Lane, New Haven, CT 06519

PROJECT ADDRESS

New Haven Jewish Federation Housing Corporation

PROJECT OWNER

017-11087

15-965-8520

FHA PROJECT NO

150

DUNS NUMBER

150

TOTAL UNITS IN PROJECT

TOTAL SECTION 8 UNITS IN PROJECT

DATE OF SUBMISSION

DATE RECEIVED BY HUD

Section 8 contracts and stages in the project:

Section 8 Contract Number	Stage Number (if applicable)	Combine (Yes?)	# Units	Expiration Date	Renew (Yes?)
CT262607201		<input type="checkbox"/>	150	4/30/2022	<input checked="" type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>

Exhibit IV 6
Current Taxes

*** Total payments made to taxes in 2021	\$108,190.08
--	--------------

Exhibit IV 11

Letters of Support



June 1, 2022

Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear Board of Alders:

Please accept this letter as support for The Towers at Tower Lane's 2022 39 Year Tax Abatement Application. As the primary home to Greater New Haven's low-income senior population, The Towers is critical to the fabric of our community. Thanks to The Towers, our veterans, minorities and those who have outlived their savings, can age healthfully and safely. Innovative programs and service delivery has always put The Towers at the forefront of aging services. Now, more than ever, as demographics shift and as our aging population explodes, The Towers requires greater support for its residents. Supporting our most vulnerable seniors is a wise and worthy investment. The longer Tower's residents can age in place well, the greater the savings to the State of CT. Future generations of seniors will benefit from changes made to the building today.

The Towers serves as a critical community partner. Its buildings connect the Greater New Haven catchment from Cheshire to the Shoreline, providing many community organizations and leaders the space and accessible location to get their good work done. When not in times of Pandemic, The Towers hosts thousands of community visitors every year for large-scale social and educational programs.

Knowing The Towers and its lengthy history in your community, I am certain that The Towers will benefit as will its residents from this abatement. Serving our populations' most vulnerable is simply the right thing to do.

We are ethically and morally obligated to our elders. Helping The Towers succeed for the next generations is a wise and smart investment that will provide our community with financial returns. Please support this most important project.

Sincerely,

Melissa Lang, DrPH, MPH, MPA, MA
President and CEO

Exhibit IV 12

Rent Schedule

OMB Approval No. 2502-0012
(exp. 11/30/2020)

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/dd/yyyy)
The Towers aka Tower East - CT262607201	017-11198	9/1/2021

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 09 / 01 / 2021	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only) Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)				
1 Bedroom, Elderly	144	\$1,988	\$286,272	\$86	\$2,074	\$0	\$0
2 Bedroom, Elderly	6	\$2,376	\$14,256	\$99	\$2,475	\$0	\$0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	150	Monthly Contract Rent Potential (Add Col. 4)* \$300,528				Monthly Market Rent Potential (Add Col. 8)* \$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$3,606,336				Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0	

form HUD-92458 (11/05)
ref Handbook 4350.1

Part G – Information on Mortgagor Entity

Name of Entity

New Haven Jewish Federation Housing Corporation

Type of Entity

- ☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☐ Other (specify)
☒ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
• corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Gustave Keach-Longo

President/CEO

Name and Title

Jacqueline Koral

Immediate Past Chair of Board

Name and Title

Lori Brochin

Treasurer

Name and Title

Cindy Leffell

Chair of the Board

Name and Title

Linda Randell

Secretary

Name and Title

Linda Cedarbaum

Development Committee Chair

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

John Heyder - CFO

Authorized Official's Signature

04/19/2021
Date (mm/dd/yyyy)**Part I – HUD/Lender Approval**

Addendum Number

HAP Contract Number CT262607201

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)
04/19/2021

Exhibit Number

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

Loan Servicer Signature

Date (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is authorized under Section 207 of the National Housing Act. The information is necessary for the Department to ensure that project owners are not overcharging their tenants and to ensure that the rent levels approved by the Department are not exceeded. The Department uses this information to enforce rent regulations which otherwise would be difficult because there would be no clear record of the rents and charges that the Department had approved. In addition, the Department needs to periodically collect information regarding project principals, so unauthorized participation by previously excluded or otherwise undesirable owners can be detected. This information is required to obtain benefits. HUD may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

General. For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

Part A. If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

Column 1. Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

Column 2. Show the number of units for each unit type. Include non-revenue producing units.

Column 3. For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 2. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

OMB Approval No. 2502-0012
(exp. 11/30/2020)

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/dd/yyyy)
The Towers aka Tower One - CT26M000129	017-11198	9/1/2021

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) / /	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
0 BR Studio	84	\$1,183	\$99,372	\$0	\$1,183	\$0	\$0
1 BR Asst Living - Sm	9	\$1,792	\$16,128	\$0	\$1,792	\$0	\$0
			0		0		0
Non Section 8 Rents			0		0		0
0 Bedroom, Large	20	\$1,112	\$22,240	\$0	\$1,112	\$0	\$0
0 BR Asst Living - Lg	8	\$1,244	\$9,952	\$0	\$1,244	\$0	\$0
0 BR Asst Living - Sm	4	\$1,100	\$4,400	\$0	\$1,100	\$0	\$0
1 BR Asst Living - Lg	25	\$1,981	\$49,525	\$0	\$1,981	\$0	\$0
1 BR Asst Living - Sm	28	\$1,792	\$50,176	\$0	\$1,792	\$0	\$0
			0		0		0
			0		0		0
Total Units	178	Monthly Contract Rent Potential (Add Col. 4)*				Monthly Market Rent Potential (Add Col. 8)*	
		\$251,793				\$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*				Yearly Market Rent Potential (Col. 8 Sum x 12)*	
		\$3,021,516				\$0	

Part B – Items Included in Rent	
Equipment/Furnishings in Unit (Check those included in rent.)	
<input checked="" type="checkbox"/> Range <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Air Conditioner <input type="checkbox"/> Disposal	<input type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Carpet <input type="checkbox"/> Drapes <input checked="" type="checkbox"/> Blinds <input checked="" type="checkbox"/> Microwave AL unit _____ _____
Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item) E=electric; G=gas; F=fuel oil or coal. <input checked="" type="checkbox"/> Heating <u>G</u> <input checked="" type="checkbox"/> Cooling <u>E</u> <input checked="" type="checkbox"/> Hot Water <u>G</u> <input checked="" type="checkbox"/> Cooking <u>G</u> <input type="checkbox"/> Lights, etc. <u>E</u>	
Services/Facilities (check those included in rent)	
<input type="checkbox"/> Parking <input type="checkbox"/> Laundry <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Tennis Courts	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Nursing Care <input type="checkbox"/> Linen/Maid Service <input checked="" type="checkbox"/> Bank <input checked="" type="checkbox"/> RSC
Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)	
Purpose	Monthly Charge
Parking	\$ 20.00
Meal Program	\$ 365.00
Assisted Living Services	\$ 0.00
	\$
	\$
	\$ 385.00

Part D – Non-Revenue Producing Space			
Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent	
None		\$0	
Total Rent Loss Due to Non-Revenue Units		\$	\$0

Part E – Commercial Space (retail, offices, garages, etc.)			
Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
None	\$0	0	0
Total Commercial Rent Potential		\$	\$0

Part F – Maximum Allowable Rent Potential	
Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)	\$ 251,793

Part G – Information on Mortgagor Entity

Name of Entity

New Haven Jewish Community Council Housing Corporation

Type of Entity

☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☐ Other (specify)
☒ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
• corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Linda Randell

Secretary

Name and Title

Gustave Keach-Longo

President/CEO

Name and Title

Lori Brochin

Treasurer

Name and Title

Jackqueline Koral

Immediate Past Chair Board

Name and Title

Cindy Leffell

Chair of the Board

Name and Title

Linda Cedarbaum

Development Committee Chair

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

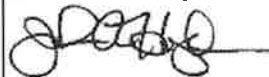
To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

John Heyder - CFO

Authorized Official's Signature



04/19/2021

Date (mm/dd/yyyy)

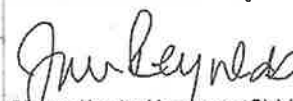
Part I – HUD/Lender Approval

Addendum Number

HAP Contract Number

CT26M000129

Branch Chief/Lender Official Signature



Date (mm/dd/yyyy)

04/21/2021

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)