REGULAR BOARD MEETING CAMBRIDGE HOUSING AUTHORITY WEDNESDAY, JULY 9, 2025 – 5:30 P.M. POST DATE: JULY 3, 2025

ANNOUNCEMENT OF OPEN MEETING TO BE HELD VIA TELECONFERENCE

In accordance with the Declaration of Emergency by Governor Charles Baker due to the COVID-19 outbreak, and the Order issued by the Governor which was updated on February 18, 2022, the Regular Meeting of the Board of Commissioners of the Cambridge Housing Authority, scheduled to occur July 9, 2025, at 5:30 PM, will be held in person with the option of Commissioners and members of the public to participate remotely. All members of the public are invited to join the Regular meeting virtually, as well as attending in person. Those wishing to attend virtually should dial the following number and follow the instructions to log into the Regular Meeting:

To listen to the meeting online:

By computer or smartphone, go to:

https://us02web.zoom.us/j/89632612642?pwd=VDBVKytlQ3Bjb0RpeExET2V5aG9qQT09

If necessary, enter Meeting ID: 896 3261 2642

If necessary, enter Passcode: 147537

To listen by telephone:

Dial: 1 646 558 8656 OR 1 301 715 8592

When prompted, enter Meeting ID: 896 3261 2642

If prompted, enter # When prompted, enter Passcode: 147537

1. <u>LAST CALL FOR PUBLIC COMMENTS (PUBLIC COMMENT WILL BE ALLOWED VIRTUALLY OR IN PERSON)</u>

- 2. CHAIRPERSON CALLS REGULAR BOARD MEETING OF JULY 9, 2025, TO ORDER
- 3. EXECUTIVE DIRECTOR CONDUCTS ROLL CALL

The Executive Director will conduct Board of Commissioners roll call on behalf of the Chairperson

4. EXECUTIVE DIRECTOR'S REPORT

The Executive Director will report on the various activities of the Authority at this time.

5. PUBLIC COMMENT

Members of the public may comment either in person or virtually on agenda items for this meeting in accordance with CHA's Policy for Public Participation at Board Meetings, which can be found on CHA's website. Members of the public are reminded that they must sign up for public comment <a href="Members of the public are reminded that they must sign up for public comment Meeting the Board Meeting is called to order by logging in (calling in) to the Board meeting no later than 5:30 PM or by completing this form: https://www.cognitoforms.com/CambridgeHousingAuthority3/PublicCommentSignUp.

- **6. AWARD OF CONTRACT TO T-MOBILE FOR ROOFTOP RIGHTS ANTENNA LEASE**Authorization to enter into a lease with T-Mobile for rooftop rights at Truman Apartments
- 7. INFORMATIONAL MEMO: UPDATE ON THE 2025-2029 STRATEGIC PLAN
 Informational memorandum: update on the 2025-2029 Strategic Plan. No motion requested at this time
- **8.** APPROVAL TO SUBMIT A RAD BLEND APPLICATION FOR WEAVER APARTMENTS
 Submit an application to the U.S. Department of Housing and Urban Development through its Rental Assistance Demonstration (RAD) program a RAD Blend application to convert Weaver Apartments from federal public housing to long-term Section 8 Project-Based Voucher (PBV)

9. CHA RESTORE REBUILD CONVERSION OF 25 UNITS AT DAN'S PLACE

- a. Execute and deliver any documents necessary or proper to obtain the approval of the U.S. Department of Housing and Urban Development ("HUD") for the disposition of 25 units of the 62-unit housing development located at 116 Norfolk Street in Cambridge, Massachusetts (the "Project") from federal public housing units to Section 8 assistance units under the Restore and Rebuild program initiated by HUD (together, the "Restore Rebuild Disposition")
- b. Execute and deliver any documents necessary or proper to enter into one or more Housing Assistance Payment Contracts with 116 Norfolk Apartments LLC in connection with the Restore Rebuild Disposition (the "HAP Contracts")
- c. Execute, seal, acknowledge and deliver on behalf of the CHA, all documents in connection with the transactions described in the foregoing votes in order to effectuate the purposes and carry out the intent of the foregoing votes, and any such documents or instruments as the Executive Director, Deputy Executive Director, Deputy Executive Director for Development or any Authorized Signatory may deem necessary or desirable in connection with the foregoing resolutions
- d. That any and all previous actions taken in connection with the effectuation of the foregoing votes by any commissioner, officer, trustee, Executive Director, Deputy Executive Director, Deputy Executive for Development, or Authorized Signatory are hereby ratified and confirmed.

10. PHASE 2 OF THE REVITALIZATION OF JEFFERSON PARK FEDERAL (JACKSON PLACE) - CHA AUTHORIZATIONS TO EXECUTE DOCUMENTS ASSOCIATED WITH PROJECT FINANCING AND CLOSING

- a. Execute and deliver any documents necessary or proper to ground lease the Phase 2 Ground Lease Area shown on the plan entitled "Ground Lease Plan Jefferson Park, Cambridge MA" recorded with the Middlesex South Registry of Deeds as Plan No. 341 of 2024 located at 278 Rindge Avenue (a/k/a 700 Jackson Place and 900 Jackson Place) in Cambridge, Massachusetts (the "Property") for a term of 99 years (the "Ground Lease") to Jackson Place LLC, a Massachusetts limited liability company (the "Company") for the construction of 83 dwelling units to be known as "JP Jackson Place" (the "Project")
- b. Execute and deliver any documents necessary or proper to perform and be obligated for the payment of certain work as the ground landlord under the Ground Lease, with the final amount to be approved by the Executive Director
- c. Execute and deliver any documents necessary or proper to assign all of the CHA's rights, title, and interest in and to (i) any and all contracts and agreements, (ii) any and all plans, specifications and drawings, (iii) any and all governmental approvals, permits or licenses,

- and (iv) any and all financing and equity commitments, related to the construction, design, development and operation of the Project to the Company (the "Assignments")
- d. Authorize, empower and direct to guaranty the performance of Jackson Place Manager LLC (the "Manager"), as managing member of the Company, and the Company of their obligations to USA Institutional Jackson Place LLC, or an affiliate (the "Investor") in connection with the bridge loan by the Investor to the Company (the "Equity Bridge Loan Guaranty")
- e. Execute and deliver to Santander Bank, N.A., a national banking association ("Santander"), for itself and as agent for TD Bank, N.A., a national banking association ("TD Bank") and certain other lenders, a payment and completion guaranty and a construction completion guaranty, containing standard and customary "bad boy" carve-outs, in connection with the construction loan by Santander to the Company for the Project (the "Construction Loan Guaranty"), and to execute and deliver any other documents, agreements or certificates related to the construction loan by Santander to the Company for the Project, including but not limited to, an ADA and Environmental Indemnity Agreement (the "Environmental Indemnity"), and an Assignment of Management Agreement and Subordination of Management Fees ("Assignment of Management Agreement")
- f. Execute and deliver any documents necessary or proper to effectuate a loan from Community Economic Development Assistance Corporation to the Company for the Project including (a) an Affordable Housing Restriction (the "AHR") and (b) a Ground Landlord Estoppel and Agreement (the "Estoppel")
- g. Execute and deliver any documents necessary or proper to effectuate the allocation of federal low income housing tax credits by the Executive Office of Housing and Livable Communities to the Company, including, without limitation, a Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants (the "TCRA")
- h. Execute and delivery any agreements with Kennedy Management, Inc., as developer, or the Company, as applicable, concerning the development and operation of the Project (the "Development Agreements")
- i. execute and deliver any documents necessary or proper to enter into a management agreement and any related documents with the Company for property management services for the Project (the "Management Agreement")
- j. Execute and deliver any documents necessary or proper to direct, carry out and effectuate the leasing, financing, construction, development, management and operation of the Project or any of the foregoing resolutions
- k. Execute and deliver any documents necessary or proper to amend the terms and provisions of (i) that certain ground lease agreement by and between CHA and Jackson Place Holding LLC, a Massachusetts limited liability company, concerning a certain portion of the property located at 278 Rindge Avenue in Cambridge, Massachusetts dated as of October 9, 2019, as amended, and (ii) that certain ground lease agreement between CHA and Clifton Place LLC, a Massachusetts limited liability company, concerning the Phase 1 Ground Lease Area shown on the plan entitled "Ground Lease Plan Jefferson Park, Cambridge MA" recorded with the Middlesex South Registry of Deeds as Plan No. 341 of 2024 located at 1000 Jackson Place, 1100 Jackson Place, 1200 Jackson Place and 1300 Jackson Place in Cambridge, Massachusetts dated as of July 24, 2024, to facilitate the development of the Project
- l. Execute and deliver any documents necessary or proper to obtain the approval of U.S. Department of Housing and Urban Development ("HUD") for the addition of 83 public

housing units and any necessary associated appurtenances at the Project (the "Jackson Place Mixed Finance Application"), including, without limitation, (a) the Mixed Finance Amendment of Annual Contributions Contract, (b) the Regulatory and Operating Agreement, and (c) the Declaration of Restrictive Covenants, all on such terms and conditions as the Executive Director

- m. Execute and deliver any documents necessary or proper to obtain the approval of HUD for the addition of 195 public housing units and any necessary associated appurtenances at the housing development owned by Clifton Place LLC adjacent to the Project (the "Clifton Place Mixed Finance Application"), including, without limitation, (a) the Clifton Place Mixed Finance Amendment of Annual Contributions Contract, (b) the Clifton Place Regulatory and Operating Agreement, and (c) the Clifton Place Declaration of Restrictive Covenants
- n. Execute and deliver any documents necessary or proper to effectuate the conversion of the dwelling units comprising the Project from public housing units to Section 8 assistance units under the Restore Rebuild initiative initiated by HUD following the completion of construction of the Project (the "Restore Rebuild Disposition"), including, without limitation, (a) the Rental Assistance Demonstration Conversion Commitment, (b) the HUD Use Agreement, (c) the Consolidated Certification, (d) the Release from Declaration of Restrictive Covenants, and (e) the Termination of the Mixed Finance ACC Amendment
- o. Execute and deliver any documents necessary or proper to enter into a Housing Assistance Payment ("HAP") Contract(s) with the Company following the Restore Rebuild Disposition, all on such terms and conditions as the Executive Director, the Deputy Director or the Development Director, acting singly may, in his or her sole discretion, deem necessary or desirable for the benefit of the CHA.
- p. execute and deliver any documents necessary or proper to enter into a tenant selection plan for the Project with the Company and to amend the CHA's Admissions and Continued Occupancy Policy and Administrative Plan to the extent necessary for such tenant selection plan
- q. Execute and deliver any documents necessary or proper to amend the terms and provisions of that certain ground lease agreement by and between CHA and Jefferson Park Apartments LLC, a Massachusetts limited liability company, concerning property located at 1-6 Jefferson Park in Cambridge, Massachusetts dated as of December 16, 2015, to facilitate the development of the Project
- r. Execute and deliver any documents necessary or proper to enter into a sublease with the Company, for space in a portion of one (1) of the buildings to be located on the Property for a term of 99 years (the "Sublease")
- s. Execute and deliver any documents necessary or proper to enter into a sub-sublease with Community Action Agency of Somerville, Inc. for space in a portion of one (1) of the buildings to be located on the Property (the "SubSublease")
- t. Execute, seal, acknowledge and deliver on behalf of the CHA, all documents in connection with the transactions described in the foregoing votes in order to effectuate the purposes and carry out the intent of the foregoing votes
- u. Execute, seal, acknowledge and deliver on behalf of CHAL, all documents in connection with the transactions described in the foregoing votes in order to effectuate the purposes and carry out the intent of the foregoing votes, and any such documents or instruments as the Executive Director, the Deputy Director, the Development Director, or any CHAL Authorized Signatory may deem necessary or desirable in connection with the foregoing votes

v. That any and all previous actions taken in connection with the effectuation of the foregoing votes by any commissioner, officer, trustee, Executive Director, Deputy Director, Development Director, Authorized Signatory or CHAL Authorized Signatory are hereby ratified and confirmed.

NOTICE OF REGULAR MEETING

Notice is hereby given in accordance with Section 23B of Chapter 39 of the General Laws, that a Regular Meeting of the Cambridge Housing Authority will be held at 5:30 P.M. on Wednesday July 9, 2025.

Cambridge Housing Authority

Executive Director

Post Date: July 3, 2025