



Setti D. Warren
Mayor

City of Newton, Massachusetts

1000 Commonwealth Avenue Newton, Massachusetts 02459

Barney S. Heath
Director
Planning & Development

Joshua R. Morse
Commissioner
Public Buildings

Robert J. DeRubeis
Commissioner
Parks & Recreation

December 20, 2017

Community Preservation Committee
C/o Alice Ingerson, Community Preservation Program Manager
1000 Commonwealth Avenue
Newton, MA 02459

Dear Community Preservation Committee Members:

The City of Newton, through its Public Buildings Department, Department of Planning and Development, and Department of Parks and Recreation, is pleased to submit this funding request for final design and construction of eight (8) units of housing at 70 Crescent Street and the renovation and expansion of the existing Reverend Ford Park and Playground.

The repurposing of the City's former Parks and Recreation yard represents a unique opportunity to meet important needs in the community. The need for affordable housing in Newton is well-documented. This project originally was conceived to provide four (4) affordable units out of the project's eight (8) total housing units, with the affordable units at 80% of the Area Median Income. In addition, the original concept had a mix of one (1), two (2) and three (3) bedroom units. But the City's Crescent Street Working Group has made conscious decision to both expand the affordability of units (now 6 out of 8 with a deeper level of affordability) and provide for larger, more family friendly two and three bedroom units. In addition, the Working Group is seeking to make all eight (8) of these public units accessible and visitable by providing an elevator, for which we are requesting 50% of the estimated cost.

The Reverend Ford Park and Playground expansion will greatly enhance the current space and open-up access the park for the general public. In addition to creating an inviting space for a variety of ages to enjoy, the design team and Working Group are committed to securing access to the space from Curve Street and Auburn Street as well as the new main entrance off of Crescent and Robinhood Streets.


The 70 Crescent Street project is an interdepartmental partnership among the Public Buildings Department, Planning and Development Department (on behalf of the Newton Community Development Authority), and the Parks and Recreation Department. Staff from each department have been and will remain involved in the project at various levels. In addition, the City team has been and will continue to be assisted on an on-going basis through final construction by City Point Partners serving as the City's Owner's Project Manager.

Importantly, this project is closely being guided by the aforementioned Crescent Street Working Group. The Working Group comprised of two neighborhood representatives, a representative from Myrtle Baptist Church, two City Councilors as well as all involved City Departments meets monthly to review project progress and will continue to do through project completion.


Our total CPA request for this project is \$2,935,000. Of the \$360,000 that has already been appropriated to this project by the CPC for site assessment, feasibility, and design, \$155,070 is for the housing component, and \$204,930 is for the park component. The total CPA request for this current proposal is \$2,575,000, for final design, bidding and construction of both the housing (\$1,479,930) and the Reverend Ford Park expansion (\$1,095,070).

On behalf of the Working Group, we would like to thank the CPC for their previous support of the project to get us to this point. We look forward to presenting our request in January of next year.


Sincerely,



Joshua R. Morse, Commissioner, Public Buildings Department



Barney S. Heath, Director, Planning and Development Department



Robert J. DeRubeis, Commissioner, Parks and Recreation Department

City of Newton



Setti D. Warren
Mayor

Newton, Massachusetts Community Preservation Program FUNDING REQUEST

PRE-PROPOSAL

PROPOSAL

(For staff use)
date rec'd:

**20 December
2017**

Last updated 20 December 2017.

Please submit this completed file directly – do not convert to PDF or other formats.

For full instructions, see www.newtonma.gov/cpa or contact us:

Community Preservation Program Manager,
City of Newton Planning & Development Department, 1000 Commonwealth Ave., Newton, MA 02459
aingerson@newtonma.gov 617.796.1144

You may adjust the space for each question, but the combined answers to all questions on this page must fit on this page.

Project TITLE	CRESCENT STREET Final Design & Construction			
Project LOCATION	Full street address (with zip code), or other precise location. 70 Crescent Street, Auburndale, MA 02466			
Project CONTACTS	Name & title or organization	Email	Phone	Mailing address
Project Manager	Rafik Ayoub, Project Manager, City of Newton Public Buildings Dept.	RAYoub@newtonma.gov	617-796-1621	52 Elliot Street Newton Highlands, MA 02461
Other Contacts	Barney Heath, Director City of Newton, Planning and Development Dept.	BHeath@newtonma.gov	617-796-1131	1000 Commonwealth Ave. Newton, MA 02459
Other Contacts	Robert J. DeRubeis, City of Newton Parks and Recreation Commissioner	bderubeis@newtonma.gov	617-796-1500	246 Dudley Road, Kennard Park, Newton, MA 02459
Project FUNDING	A. CPA funds requested: Total Request: \$2,935,000 This Request: \$2,575,000	B. Other funds to be used: Total: \$3,084,932	C. Total project cost (A+B): Estimated Total: \$6,019,932	
Project SUMMARY	Explain how the project will use the requested CPA funds. You may provide more detail in attachments, but your PROJECT SUMMARY MUST FIT IN THE SPACE BELOW. Use a cover letter for general information about the sponsoring organization's accomplishments.			
<p>In accordance with Board Order #384-11(4) dated November 16, 2015, the City-owned property at Crescent Street is to be repurposed as a mixed-use site that will feature the improvement and expansion of the existing Reverend Ford Playground and creation of eight mixed-income housing units.</p> <p>The Community Preservation Act funds will pay for the master plan/feasibility study, design and construction of the expanded park amenities. The park design and construction is estimated to cost approximately \$1,300,000. The CPA funds will pay for a portion of the costs associated with the development of the affordable units at the site. These costs include the conceptual plan/feasibility, design, and construction phases, respectively. It is estimated that the development of the housing component of the project will be approximately \$4,700,000 (depending on source of City of Newton funds).</p> <p>The total CPA request for this project is \$2,935,000. Of the \$360,000 that has already been appropriated to this project by the CPC for site assessment, feasibility, and design, \$155,070 is for the housing component, and \$204,930 is for the park component. The total CPA request for this current proposal is \$2,575,000, for final design, bidding and construction of both the housing (\$1,479,930) and the park (\$1,095,070).</p>				

You may adjust the space for each question, but the combined answers to all questions on this page must fit on this page.

Project TITLE		CRESCENT STREET Final Design and Construction				
CPA-eligible uses		RECREATION LAND	COMMUNITY HOUSING	Construction		
CHECK ALL THAT APPLY.	create	✓	✓	All new construction – no rehab.		
	rehabilitate/ restore	✓				
COMMUNITY NEEDS	From each of at least 2 plans linked to the Guidelines & Forms page of www.newtonma.gov/cpa , provide a brief quote with plan title, year, and page number, showing how this project meets previously recognized community needs. You may also list other community benefits not mentioned in any plan.					
<u>Recreation and Open Space Plan Update – 2013-2019</u>						
Section 1, Plan Summary, page 1 of 2:						
<ul style="list-style-type: none"> Ongoing need to preserve, protect and provide additional open space including pocket parks in the more densely populated neighborhoods of Newton. Need to continue expanding accessibility for persons with disabilities [on] active and passive recreation sites. 						
<u>Newton Comprehensive Plan, November 19, 2007</u>						
Section 7: Open Space and Recreation, Page 7-3:						
<ul style="list-style-type: none"> Goal #2: ensure an adequate amount, variety and distribution of open space for ... public benefit 						
Section 3: Land Use, Page 3-17						
<ul style="list-style-type: none"> By providing 8 mixed-income units, this project contributes to the City’s housing goals of maintaining economic diversity of housing and helps to ensure all citizens have access to housing. “Maintaining access to Newton housing for a broad range of households is a long-held basic community value.” Page 3-17. 						
Section 5: Housing, Page 5-13						
<ul style="list-style-type: none"> “Newton’s housing concerns can’t be wholly resolved until the region’s housing crisis is mitigated, which more than anything else requires additional housing production. Our intention is to accommodate a responsible share of the region’s overall housing need without overdevelopment.” 						
<u>Newton Leads 2040: A Blueprint to Promote Affordable, Diverse Housing and Economic Growth (June 2016)</u>						
Priority Actions, pages 36-37 - The repurposing of the 70 Crescent Street site as expanded park space and eight units of mixed-income housing is identified as one of ten priority actions in the Newton Leads 2040 Housing Strategy.						
HOUSING TARGET POPULATION, TYPE OF HOUSING, SPECIAL FEATURES – Check & describe all that apply.						
Rental	✓	Families	✓	Seniors		
Special needs/disabilities (identify population & provider of support services, if any):						
This project will be designed to maximize accessibility through the inclusion of a building elevator; and all 8 units will be Group 1 or Group 2 (minimum of one Group 2 unit).						
Special features (historic preservation, sustainability, etc.):						
The project will be designed to maximize energy efficiency and performance.						
HOUSING UNIT MIX <i>List number of units in each category.</i>						
UNIT TYPE	≤ 30% AMI	≤ 60% AMI	≤ 80% AMI	≤120% AMI	Market-rate	TOTAL
2 BR		1	1	1	1	4
3 BR		1	1	1	1	4

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

Project TITLE		CRESCENT STREET Final Design & Construction	
SUMMARY CAPITAL/DEVELOPMENT BUDGET			
Uses of Funds			
Soft Costs: OPM/A&E/Professional Services/Project Related Expenses			
Housing:			\$635,915
Park:			\$215,154
Hard Costs: Constructions/Appliances/Utilities/Construction Contingency			
Housing:			\$4,084,212
Park:			\$1,084,651
D. TOTAL USES (should equal C. on page 1 and E. below)			\$6,019,932
Sources of Funds		Status (requested, expected, confirmed)	
CPA Funding for Housing		Requested and Expected	\$1,479,930
CPA Funding for Park		Requested and Expected	\$1,095,070
CPA Funding for Housing		Appropriated	\$155,070
CPA Funding for Park		Appropriated	\$204,930
City of Newton Funding		Confirmed	\$398,500
		Expected	\$2,686,432
E. TOTAL SOURCES (should equal C. on page 1 and D. above)			\$6,019,932
SUMMARY ANNUAL OPERATIONS & MAINTENANCE (cannot use CPA funds)			
Uses of Funds			
Park Maintenance			\$5,754
Housing Operation and Management			\$64,534
F. TOTAL ANNUAL COST (should equal G. below)			\$70,288
Sources of Funds			
City of Newton Parks & Recreation Department Maintenance Budget			\$5,754
Housing Annual Operating Income			\$64,534
G. TOTAL ANNUAL FUNDING (should equal F. above)			\$70,288
PROJECT TIMELINE			
Phase or Task		Season & Year	
Phase I: Feasibility Study/Schematic Design/Site Plan Approval		February 2017-January 2018	
Design Development/Construction Documents/Bid Phase		February 2018- September 2018	
Construction		October 2018- December 2019	

Project Title	CRESCENT STREET Final Design & Construction		
COMMUNITY CONTACTS	List at least 3 Newton residents or organizations willing and able to comment on the project and its manager's qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. Consult staff on the community contacts required for your specific proposal.		
Name & title or organization	Email	Phone	Mailing address
<i>In support of housing (please list contacts within the project neighborhood):</i>			
Elaine Rush Arruda	rusharruda@verizon.net, EArruda@Lasell.edu	617.243.2242	1921 Commonwealth Ave., Auburndale 02466
Shule Aksan	aksansul@hotmail.com	617.460.1151	98 Crescent St., Auburndale 02466
Melissa Wylie	Melissawylie@gmail.com	617-596-6415	24 Sharon Ave., Auburndale
<i>In support of park (please list contacts from outside the project neighborhood):</i>			
Beth Wilkinson, on behalf of the Newton Conservators	Bethwilkinson@mac.com	617-969-4443	14 Trowbridge St., Newton Centre 02459
Marcia Cooper	cooper.marcia2@gmail.com	617-965-1995	Lives in Waban; c/o Green Newton, P.O. Box 590242, Newton, 02459
Ted Kuklinski	tkuklinski@aol.com	617-763-3470	24 Henshaw Terrace West Newton, MA 02465

From: Marcia Cooper [mailto:marcia@greennewton.org]
 Sent: Tuesday, February 13, 2018 10:58 AM
 To: Alice Ingerson <aingerson@newtonma.gov>

Dear Alice, Please remove my name from page 4 of the attached Crescent St. funding request document.

Thank you,
 Marcia Cooper

--

Marcia Cooper
 President, Green Newton
marcia@greennewton.org
 617-964-8567 (h) 617-416-1969 (c)
www.greennewton.org
<https://www.facebook.com/greennewton>

Attachments struck out below are posted separately on the Newton CPC website.

Project TITLE		CRESCENT STREET Final Design & Construction – ATTACHMENTS CHECKLIST	
↓ Check off submitted attachments here.			
REQUIRED for pre- & full proposal.	X	PHOTOS	of existing site or resource conditions (2-3 photos may be enough)
	X	MAP	of site in relation to nearest major roads
A. PROJECT FINANCES printed and as computer spreadsheets, with both uses & sources of funds			
REQUIRED for both pre- and full proposal. Please submit separate, detailed budget attachments, both printed and as Excel files.	X	development pro forma/capital budget: include total cost, hard vs. soft costs and contingencies, and project management – amount and cost of time from contractors or staff (in-kind contributions by existing staff must also be costed)	
	X	operating/maintenance budget, projected separately for each of the next 10 years (CPA funds may not be used for operations or maintenance)	
	X	non-CPA funding: commitment letters, letters of inquiry to other funders, fundraising plans, etc., including both cash and est. dollar value of in-kind contributions	
	X	Market analysis: including prevailing/trending rents or prices & target population	
	None	Rental subsidy, if any: sources, commitment letters or application/decision schedules	
B. SPONSOR FINANCES & QUALIFICATIONS, INSTITUTIONAL SUPPORT			
REQUIRED for full proposal.	X	for sponsoring/owning City departments, most recent annual operating budget summary & org. chart; please highlight staff assigned to this project & budgets that will be available for maintenance upon project completion	
For this project, the next 2 attachments may represent both City staff and contracted project or property managers.			
REQUIRED for full proposal.	X	for project managers: relevant training & track record of managing similar projects	
	X	organization mission & current housing portfolio, including how this project fits both; summary of previous similar projects completed, with photographs	
	X	Capital Improvement Plan	current listing/ranking & risk factors for this project
	X	Custody & Mgmt	long-term custody & management arrangements for the property
C. DEED RESTRICTION			
REQUIRED for full proposal.	X	plan for enforceable deed restriction for permanent affordability	
D. ZONING & PERMITTING			
REQUIRED for full proposal.	X	summary of Development Review Team (DRT) and City site approval process (558 review)	
	X	brief property history	
	X	environmental mitigation: progress report on site cleanup & preparation to date	
	X	zoning relief and permits required	
E. DESIGN & CONSTRUCTION			
REQUIRED.	X	professional design & cost estimates: include site plan, floor plans & elevations	
	X	project features or details, incl. materials & finishes relevant to estimated costs and public benefits; highlight “green” or sustainable features & materials	
F. COMMUNITY OUTREACH & SUPPORT			
REQUIRED for full proposal.	X	Results & Plan	summary of community outreach to date & planned
OPTIONAL.	X	Letters of support	from Newton residents, organizations, or businesses
G. FAIR HOUSING & ACCESSIBILITY —may represent experience of both key City staff and contracted project or property managers.			
REQUIRED for full proposal.	X	Affirmative marketing & resident selection plan	
	X	Fair housing: training completed, summary of any past complaints & their resolution	
	X	Reasonable accommodation/reasonable modification policy.	

H. ARCHITECTURAL ACCESS WORKSHEET

This worksheet may be expanded onto additional pages as needed.

REQUIRED	PROPOSED
1. Site access – accessible route	
Access to the site and building from Crescent St. to be accessible.	Access to the site and building from Crescent St. will be accessible meeting all MAAB requirements.
2. Accessible parking (identify proposed total # of spaces)	
One accessible space required.	Minimum one accessible space to be provided.
3. Building entrances & accessible routes within buildings	
First floor apartments to be visitable. Building lobby to be accessible.	All four First Floor apartments will be visitable. Lobby will be accessible. An elevator will make all four Second Floor apartments visitable.
4. Common areas & facilities (offices, laundry rooms, community rooms, etc.)	
None provided.	None provided
5. Group 1 Units (MAAB) (include units covered by the FHA)	
All units to be Group 1 or Group 2.	All Units to be Group 1 or Group 2.
6. Group 2 Units (MAAB)	
Minimum one Group 2 unit.	Minimum one Group 2 unit.

**CRESCENT STREET Final Design & Construction
ATTACHMENTS:**

A. PROJECT FINANCES

**CRESCENT STREET HOUSING AND
REVEREND FORD PLAYGROUND EXPANSION
PROJECT DEVELOPMENT BUDGET**

Formula correction 22 Dec 2017,
A. Ingerson & J. Morse

USES				
Description	Housing	Park	Total	Other
HARD COSTS				
Direct Construction				
Housing/Housing Site Total	\$ 3,618,310	\$ -	\$ 3,618,310	\$ -
Appliances	\$ 50,230	\$ -	\$ 50,230	\$ -
Park Total	\$ -	\$ 888,497	\$ 888,497	\$ -
Utilities	\$ 221,186	\$ 139,316	\$ 360,502	
Earthwork by others	\$ -	\$ -	\$ -	\$ 132,380
Direct Construction Total	\$ 3,889,726	\$ 1,027,813	\$ 4,917,539	\$ 132,380
Existing Building Demolition	\$ -	\$ -	\$ -	\$ 92,000
Hazmat Abatement	\$ -	\$ -	\$ -	\$ 132,000
General Conditions, O&P, P&P Bond, BRI	\$ -	\$ -	(Incl.)	\$ -
Escalation	\$ -	\$ -	(Incl.)	\$ -
Construction Contingency @ 5%	\$ 194,486	\$ 56,838	\$ 251,324	\$ 6,619
Hard Costs Total	\$ 4,084,212	\$ 1,084,651	\$ 5,168,863	\$ 362,999
SOFT COSTS				
OPM				
OPM & Housing Consultant	\$ 174,846	\$ 59,847	\$ 234,693	\$ -
Design & Engineering				
Architectural and Engineering fees	\$ 336,740	\$ 115,260	\$ 452,000	\$ -
Additional Consultants (HERS)	\$ 10,850	\$ -	\$ 10,850	\$ -
Professional Services				
Hazmat	\$ 11,432	\$ 11,432	\$ 22,863	\$ 18,000
Survey (Additional)	\$ 7,750	\$ 4,025	\$ 11,775	
Materials Testing	\$ 14,900	\$ 5,100	\$ 20,000	\$ -
Geotechnical	\$ 9,145	\$ 6,695	\$ 15,840	
Fixtures, Furnishings & Equipment				
Furnishings & Playground Equipment	\$ -	\$ -	\$ -	\$ -
Project Related Expenses				
Utility Back Charges	\$ 7,450	\$ 2,550	\$ 10,000	\$ -
Admin & Printing Cost	\$ 15,000	\$ -	\$ 15,000	\$ -
City Staff Time			\$ -	\$ 202,500
Non GC Construction Work	\$ 10,000	\$ -	\$ 10,000	\$ -
Marketing/Initial Rent-up	\$ 5,000	\$ -	\$ 5,000	\$ -
Affordable Monitoring	\$ 2,520	\$ -	\$ 2,520	\$ -
Soft Cost Contingency				
Soft Cost Contingency	\$ 30,282	\$ 10,245	\$ 40,527	\$ -
Soft Costs Total	\$ 635,914.64	\$ 215,153.85	\$ 851,068.49	\$ 220,500.00
Total Project Budget	\$4,720,127	\$1,299,805	\$6,019,932	\$583,499

FUNDING SOURCES				
Description	Housing	Park	Total	Other
CPA *	\$ 1,635,000	\$ 1,300,000	\$ 2,935,000	\$ -
Work by Others	\$ -	\$ -	\$ -	\$ 380,999
City Staff Time	\$ -	\$ -	\$ -	\$ 202,500
Bond	\$ 2,200,000	\$ -	\$ 2,200,000	\$ -
Cash	\$ 885,127	\$ (195)	\$ 884,932	\$ -
Total	\$ 4,720,127	\$ 1,299,805	\$ 6,019,932	\$ 583,499

Notes and Assumptions:

* CPA Funding includes \$260,000 appropriated for feasibility and design and \$100,000 for site assessment
City Funding includes \$298,500 appropriated for feasibility and design and \$100,000 for site cleanup

CRESCENT STREET DEVELOPMENT
OPERATING PROFORMA WITH ELEVATOR
DECEMBER 5, 2017
NEWTON, MA

	Year 1 - Untrended	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Operating Income (Trending 2%)										
Apartment Rental Income	\$ 202,344	\$ 206,391	\$ 210,519	\$ 214,729	\$ 219,024	\$ 223,404	\$ 227,872	\$ 232,430	\$ 237,078	\$ 241,820
Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 202,344	\$ 206,391	\$ 210,519	\$ 214,729	\$ 219,024	\$ 223,404	\$ 227,872	\$ 232,430	\$ 237,078	\$ 241,820
Less Unit Vacancy (5%)	\$ (10,117)	\$ (10,320)	\$ (10,526)	\$ (10,736)	\$ (10,951)	\$ (11,170)	\$ (11,394)	\$ (11,621)	\$ (11,854)	\$ (12,091)
Effective Gross Income	\$ 192,227	\$ 196,071	\$ 199,993	\$ 203,993	\$ 208,072	\$ 212,234	\$ 216,479	\$ 220,808	\$ 225,224	\$ 229,729
Operating Expenses (Trending 3%)										
Management Fee/Administration	\$ 24,463	\$ 25,196	\$ 25,952	\$ 26,731	\$ 27,533	\$ 28,359	\$ 29,210	\$ 30,086	\$ 30,988	\$ 31,918
Maintenance	\$ 21,812	\$ 22,466	\$ 23,140	\$ 23,835	\$ 24,550	\$ 25,286	\$ 26,045	\$ 26,826	\$ 27,631	\$ 28,460
Utilities (CA)	\$ 7,853	\$ 8,088	\$ 8,331	\$ 8,581	\$ 8,838	\$ 9,104	\$ 9,377	\$ 9,658	\$ 9,948	\$ 10,246
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resident Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 3,607	\$ 3,715	\$ 3,826	\$ 3,941	\$ 4,060	\$ 4,181	\$ 4,307	\$ 4,436	\$ 4,569	\$ 4,706
Monitoring Fee	\$ 1,600	\$ 1,648	\$ 1,697	\$ 1,748	\$ 1,801	\$ 1,855	\$ 1,910	\$ 1,968	\$ 2,027	\$ 2,088
Capital Reserves	\$ 2,400	\$ 2,472	\$ 2,546	\$ 2,623	\$ 2,701	\$ 2,782	\$ 2,866	\$ 2,952	\$ 3,040	\$ 3,131
Elevator	\$ 2,800	\$ 2,884	\$ 2,971	\$ 3,060	\$ 3,151	\$ 3,246	\$ 3,343	\$ 3,444	\$ 3,547	\$ 3,653
Total Operating Expenses	\$ 64,534	\$ 66,470	\$ 68,464	\$ 70,518	\$ 72,634	\$ 74,813	\$ 77,057	\$ 79,369	\$ 81,750	\$ 84,202
Net Operating Income	\$ 127,693	\$ 129,601	\$ 131,528	\$ 133,474	\$ 135,439	\$ 137,421	\$ 139,421	\$ 141,439	\$ 143,474	\$ 145,526
Debt Service (\$2,200,000 @3.75% for 30yrs)	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263	\$ 122,263
Net Cash Flow	\$ 5,430	\$ 7,338	\$ 9,265	\$ 11,211	\$ 13,176	\$ 15,158	\$ 17,158	\$ 19,176	\$ 21,211	\$ 23,263
DSCR	1.04	1.06	1.08	1.09	1.11	1.12	1.14	1.16	1.17	1.19

12/4/2017

Unit Mix Summary 4-Two Bed, 4-Three Bed UNIT MIX SUMMARY					
Floor 1					
Unit Type	# of Units	AMI	Average NRA	Monthly Total	Annual Total
2 bed, 1 bath	1	80%	1,000	\$ 1,514	\$ 18,165
2 bed, 1 bath	1	MR	1,000	\$ 2,844	\$ 34,128
3 bed, 1.5 bath	1	60%	1,250	\$ 1,217	\$ 14,604
3 bed, 1.5 bath	1	120%	1,250	\$ 2,768	\$ 33,216
	4		1,033		\$ 100,113
Floor 2					
Unit Type	# of Units	AMI	Average NRA	Monthly Total	Annual Total
2 bed, 1 bath	1	120%	1,000	\$ 2,548	\$ 30,576
2 bed, 1 bath	1	60%	1,000	\$ 1,152	\$ 13,818
3 bed, 1.5 bath	1	80%	1,250	\$ 1,620	\$ 19,437
3 bed, 1.5 bath	1	MR	1,250	\$ 3,200	\$ 38,400
	4		1,033		\$ 102,231
Total	8				\$ 202,344

CPC staff note:
NRA = net rentable
area (square feet)

Affordable Unit Rents Decreased by Newton Housing Authority Section 8 Utility Allowances

City of Newton



**City of Newton, Massachusetts
Office of the Mayor**

Setti D. Warren
Mayor

December 6, 2017

Community Preservation Committee
c/o Alice Ingerson, Community Preservation Program Manager
1000 Commonwealth Avenue
Newton, MA 02459

Dear Community Preservation Committee Members:

The City of Newton is committed to funding the mixed-use project at 70 Crescent Street, which includes the enhancement and expansion of recreation amenities and greenspace at Reverend Ford Playground and the development of eight units of mixed-income housing.

The City is committing \$2,200,000 of bonded funds to the project and \$884,932 from other potential funding sources which include but are not limited to: inclusionary housing fund and/or free cash. The project will require an additional \$2,575,000, (\$1.3M for the park, \$1.635M for the housing, less \$360K already approved), in Community Preservation Act funds to support the design and construction of the community park and the affordable housing component of the project.

Maureen Lemieux
Chief of Staff/CFO

Marketing Analysis

A successful marketing analysis looks at available data, local housing inventory conditions, current trends, barriers to entry, and surrounding environment. The items below are some of the major criteria the City will consider with strategic input from the property manager.

What is the need for housing?

According to the 2010 census, Newton needs approximately 800 units to achieve its 10%, with a Mayoral goal set in 2014 to achieve this by 2021. It is widely understood that there is a strong need for affordable housing for low/moderate income families, seniors and those with disabilities in Newton. In addition, by creating a rental development where in 25% of the units will be occupied by those making 80% or less of the area median income (AMI) or 20% of the units occupied by those making 50% or less, then all units in the development are eligible for inclusion on the SHI. The City will get credit for all 8 units when only 4 are deeded as affordable units.

The need for affordable units in Newton has been discussed in several, publicly-vetted city plans including the Newton Comprehensive Plan (2007), the FY16-20 Consolidated Plan, as well as Newton Leads 2040: a Blueprint to Promote Affordable, Diverse Housing and Economic Growth (2016).

What types of housing are needed & at what entry point?

Rental

Multi-bedroom apartments can serve a multitude of purposes for a variety of people. They are good for young couples just starting out. They are good for young families, offering room to grow. Households under 40, a.k.a. the Millennial generation, prefer apartments and condominiums in urban settings close to public transportation and amenities, and without the cost burden of house/yard maintenance or car-ownership. Apartments also serve a purpose for seniors looking to downsize. Seniors are more active later in life than ever before & are looking to age in place. Apartments offer a smaller space, single floor living, as well as access to goods and services.

Area Median Income

Housing cost burden is the single-most common housing problem facing low and moderate-income families. The Crescent Street project will provide four affordable units plus two workforce-housing units. There are two affordable units at 80% AMI, two affordable units at 60% AMI, two workforce housing units at 120% AMI and two market-rate units. Workforce housing is rental housing that is affordable for working families whose incomes are too high for subsidized housing (earning up to 120% AMI) but are still priced out of market rents. The four affordable units will be deed restricted, to ensure they will be affordable units in perpetuity.

Accessibility

ADA accessible housing is also needed. According to the Metropolitan Area Planning Council's Population and Housing Demand Projections for Metro Boston, the number of seniors will increase by as much as 51% over the next twenty years. As this population ages, the need for accessible housing grows.

The Crescent Street Project will follow all state laws regarding the creation of accessible units – including the mandate that five percent (5%) of all units must be wheelchair accessible and two percent (2%) must be communication accessible. Should the project move forward with the currently proposed elevator, all units will be not only visit-able (meaning an accessible entry and bathroom), but all units will be adaptable. (An adaptable unit has the internal framework to allow for ADA modifications such as wider doorways or adding grab bars.) Should the elevator be removed from the project, only the first-floor units will be accessible and/or adaptable.

Multi-bedroom Units

A sample of 21 rental housing developments (Class A and B/C) were identified in the 3-mile radius of Aurburndale. The total unit count for the sample was 3,966 but only 4% of those units were 3 bedrooms and 52% were 2 bedrooms. The newer housing stock built in the Brookline/Brighton/Newton submarket since 1990 has been primarily 1 and 2-bedroom units. There is a lack of supply of newer 3-bedroom units.

Submarket Trends

There are many factors that are considered in a market analysis:

Rental Growth:

Rental growth calculates projected rental increases in future years. The Boston real estate market is subdivided into nine submarkets. The Brookline/Brighton/Newton submarket is ranked first in projected rent growth in the 5-year forecast. The 5-year forecasted rent growth rate for this submarket is 2.7%¹; however, the accompanying proforma assumes a more conservative growth of only 2%. The 5-year annualized asking rent growth is projected even higher at 4.3%².

Asking Rent by Age of Unit:

The table below depicts the average asking rent for units built by decade. There is more than a \$1,000 increase in average asking rent between housing built in the 1980’s versus those built in the 1990’s. The newer housing stock built in the Brookline/Brighton/Newton submarket has been primarily 1 and 2-bedroom units. There is a lack of supply of newer 3-bedroom units.

Year Built	Rent
<i>Before 1970</i>	\$1,932
<i>1970-1979</i>	\$3,007
<i>1980-1989</i>	\$2,338
<i>1990-1999</i>	\$3,524
<i>2000-2009</i>	\$3,595
<i>After 2009</i>	\$3,359
All	\$2,371

¹ REIS Submarket Trend Futures, Rent Growth Comparisons, accessed March 2017

² REIS Submarket Trend Futures, Rent Growth Comparisons, accessed November 2017

Vacancy:

According to the Greater Boston Housing Report Card 2017, a vacancy rate of between 5.5% to 6% range is needed to stabilize rents in the Boston rental market. The vacancy rate in the Brookline/Boston/Newton submarket has been significantly below that in recent years. The average vacancy rate from 2012-2016 was 2.94%, indicating rents will continue to rise. It is also important to note that the Newton is included in the Brighton submarket, a submarket which has seen an increase in multi-family units come to market between 2016-2017, while Newton has seen a decrease. The 2017 3rd quarter vacancy rate for the comparable developments detailed below was 2.9%.

Access to Transportation

Adding to the rental analysis is proximity to transportation. Newton's public transportation system makes the location a highly desirable one. The West Newton Commuter Rail and the Auburndale Commuter Rail Station are both .6 miles (a 12-minute walk) from the Crescent Street project. The Washington Street and Shaw Street bus stops 553 and 554 are also .6 miles away. There are multiple 505 bus stops nearby: the Commonwealth Ave. @ Auburndale is .3 miles away, while the Washington Street @ Auburn Street is only .4 miles away. The Woodland Station MBTA Green Line is 1.2 miles away. And the nearby Mass Pike on/off-ramp makes traveling to Boston or points north, west or south easily accessible.

Amenities:

The architects have taken great care in designing a building that the City can be proud to own. They have included many amenities that are also highly desirable that need to be included in the market analysis:

- Private, dedicated outdoor space
- Private terraces and balconies
- Private entrance for each unit
- Views overlooking & frontage directly on a public park
- 24-Hour Emergency Response
- 1.75 parking spaces per unit

It is important to note here that inclusion of an elevator in this project makes the units more desirable. However, walk-up units are less desirable; thus, the rental factor would need to be adjusted slightly.

Access to Education

Newton has a very highly regarded school system, yet another reason the City is such a desirable place to live. Of the approximately 31,168 households in Newton, 67.3% are family households. However, housing costs in Newton are out of reach for low/mod income families without a significant cost burden. Where the Crescent Street project consists of all two and three-bedroom units, plus the location facing a public park, makes the project ideal for families with children or seniors who are primary care-givers.

Other project comparisons

Of the housing developments researched in a 3-mile radius of the Auburndale neighborhood, six projects were selected to do a detailed market comparison of 2-bedroom units, while four projects were selected to do detailed market comparison of 3-bedroom units.

TWO BEDROOM APARTMENT									
Housing Development	Address	Year Built	Year Renovated	Total Units	Floors	Rent	Average Unit Size	2-bed units in Development	Project Vacancy
Pelham Hall	1284 Beacon Street, Newton, MA 02446	1920	2015	134	8	\$ 2,898	950		3%
Gardencrest Apartments	20 Middlesex Circle, Waltham, MA 02452	1961	2014	700	3	\$ 2,522	770	306	1.10%
Watch Factory	185 Crescent Street, Waltham, MA 02453	Unknown	2012	166	3	\$ 2,833	991	87	1.20%
The Apartments at Coolidge School	319 Arlington Stet, Watertown, MA 02472	Unknown	2009	36	3	\$ 2,625	1200	18	Unknown
Watertown Mews	1 Repeton Place, Watertown, MA 02472	2013	N/A	172	4	\$ 2,375	1033	3	4.10%
Currents on the Charles	36 River Street, Waltham, MA 02453	2015	N/A	178	4	\$ 2,900	993	3	5.10%
Proposed Project		2018	N/A	8	2	\$ 2,844	1000	4	
Comparable Averages						\$ 2,692	990		2.90%

THREE BEDROOM APARTMENT									
Housing Development	Address	Year Built	Year Renovated	Total Units	Floors	Rent	Average Unit Size	3-bed units in Development	Project Vacancy
Gardencrest Apartments	20 Middlesex Circle, Waltham, MA 02452	1961	2014	700	3	\$ 3,052	800	55	1%
Watch Factory	185 Crescent Street, Waltham, MA 02453	Unknown	2012	166	3	\$ 3,726	1400	11	1.20%
Watertown Mews	1 Repeton Place, Watertown, MA 02472	2013	N/A	172	4	\$ 4,300	1343	8	4.10%
Currents on the Charles	36 River Street, Waltham, MA 02453	2015	N/A	178	4	\$ 3,755	1420	3	0.051
Proposed Project		2018	N/A	8	2	\$ 3,200	1250	4	
Comparable Averages						\$ 3,708	1241		2.88%

Affordable Unit Rents

The affordable rents for the Crescent Street Project were calculated using the DHCD’s Guidelines for Subsidized Housing Inventory and adjusted for bedroom size. The rent was then decreased by the Newton Housing Authority’s Section 8 Utility Allowances. (When utilities are tenant-paid, tenants must receive a credit toward their total rent contribution known as a “utility allowance” to ensure compliance with the affordable rent limitations.)

Unit Type	Affordability	Projected Monthly Rent (less utility allowance)
2-bedroom	60% AMI	\$ 1,152
3-bedroom	60% AMI	\$ 1,217
2-bedroom	80% AMI	\$ 1,514
3-bedroom	80% AMI	\$ 1,620
2-bedroom	120% AMI	\$ 2,548
3-bedroom	120% AMI	\$ 2,768

	Utility Allowance	Notes
2-bedroom	\$ 245	Natural gas system assumed for heating
3-bedroom	\$ 334	Natural gas system assumed for heating

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2018	Risk Factor	Funding Source	Approved Funding	FY18 To be Docketed	FY2019	FY2020	FY2021	FY2022	FY2023
18	DPW	Traffic Signalization	Traffic Signal Improvements - West Newton (Washington Street @Chestnut, Watertown, Cherry, Elm)	Upgrade traffic signal equipment, improve multimodal safety and operations, enhance streetscape, implement signal coordination	\$ 4,000,000	57.5	Bonding	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
19	Parks & Rec	Roads / Paving	Replace Gath/Albemarle Foot Bridge	Footbridge structure (steel and abutment) is in poor condition and is not accessible.	\$ 150,000	56.5	Free Cash	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
20	Public Buildings	Building	DPW/Parks Project	Eliot Yard/Craft Street Infrastructure.	\$ 400,000	56.1	Bonding	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -
21	Public Buildings	Building	Crescent Street Project	Develop mixed use housing and rehabilitate adjacent park on Crescent Street at former Parks and Recreation facility.	\$ 5,800,000	55.7	CPA Eligible	\$ -	\$ 5,800,000	\$ -	\$ -	\$ -	\$ -	\$ -
22	Parks & Rec	Parks / Open Space	Tennis Courts - Replace McGrath Playground (Warren) Tennis Courts	Replace 3 existing tennis courts at McGrath Playground	\$ 213,000	55.4	Free Cash	\$ -	\$ 213,000	\$ -	\$ -	\$ -	\$ -	\$ -
23	Police	Building	Feasibility Study - Combined Police Facility	Feasibility Study to evaluate combining Police Operations into 1 Combined Facility	\$ 250,000	55.4	Alternate Funding	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
24	DPW	Traffic Signalization	Newtonville Traffic Signal/Corridor Improvements - Walnut Street (Walnut @ Cabot)	Improve safety and pedestrian accommodations, upgrade traffic signal equipment, enhance streetscape, improve multimodal safety and operations	\$ 3,400,000	55.3	Bonding	\$ 400,000	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -
25	Public Buildings	Building	City Hall Restrooms	Upgrade City Hall Restrooms.	\$ 150,000	54.9	Free Cash	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
26	Fire Dept	Large Vehicle / Equipment	Replace Fire Dept Aerial Ladder #2	Replace Ladder 2 (15 years old). Maxed out on life expectancy; to be used as spare to replace Spare Ladder 5 (ladder from 1985 to be taken out of service.)	\$ 1,200,000	54.8	Bonding	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -
27	Parks & Rec	Parks / Open Space	Newton Highlands Playground - Phase II Design & Construction	Part of 2008 Master Plan for park renovation in 2 phases. Phase II will complete the fields to provide tennis courts and football field.	\$ 3,100,000	54.6	CPA	\$ 2,800,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
28	DPW/ Sewer	Sewer	Sewer Inflow /Infiltration Project - Area 7 - Upper Falls, Highlands, Thompsonville	Part of 10 year program to remove excess inflow and infiltration into sewer system. Year 6 of City-Wide Sewer Initiative.	\$ 4,600,000	54.5	Sewer Funds	\$ -	\$ 702,000	\$ 207,000	\$ 3,661,000	\$ -	\$ 30,000	\$ -
29	DPW	Traffic Signalization	Traffic Signal Improvements - Wells Ave @ Nahanton	Upgrade traffic signal equipment, install ADA compliant ramps, improve multimodal safety and operations	\$ 2,375,000	54.3	Bonding/Free Cash	\$ -	\$ 275,000	\$ 2,100,000	\$ -	\$ -	\$ -	\$ -
30	DPW/ Sewer	Sewer	Prairie Avenue Sewer Pump Station	Station built 1950, rehabbed in 1992. Contains 2 (5 hp) pumps. Replace wet well.	\$ 200,000	53.2	Sewer Funds	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -
31	DPW	Building	Craft Street Garage Roof	Replace failed 30+ year old roof membrane	\$ 675,000	52.5	Bonding	\$ -	\$ -	\$ 675,000	\$ -	\$ -	\$ -	\$ -
32	DPW/ Water	Water	Clean and Line Water Pipes to Improve Water Quality	Cleaning and lining of water pipes to improve water quality, ensure pipe integrity and capacity. Precedes scheduled roadway paving. Project is currently in Year 3.	\$ 4,060,200	52.4	Water Funds	\$ -	\$ -	\$ 4,060,200	\$ -	\$ -	\$ -	\$ -
33	DPW/ Sewer	Sewer	Hamlet Street Sewer Pump Station - Replace Pumps	Sewage is pumped to a higher point and gravity fed to MWRA pipes for treatment. Replace 20 year old pumps and motors.	\$ 310,000	51.2	Sewer Funds	\$ -	\$ -	\$ 310,000	\$ -	\$ -	\$ -	\$ -
34	DPW/ Storm	Storm	Hammond Brook Pipe Replacement	Replace 24" storm drain due to deteriorated structure	\$ 350,000	50.0	Storm Funds	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -
35	DPW/ Sewer	Sewer	Sewer Inflow/Infiltration Project - Area 8 - Upper Falls, Highlands, Thompsonville & Oak Hill	Part of 10 year program to remove excess inflow and infiltration into sewer system. Year 7 of City-Wide Sewer Initiative.	\$ 4,600,000	49.8	Sewer Funds	\$ -	\$ -	\$ 670,000	\$ 207,000	\$ 3,693,000	\$ -	\$ 30,000
36	DPW/ Water	Water	Stanton Avenue and Winchester Storage Tanks	De-commissioning of the elevated storage tanks for fire flow that are no longer needed.	\$ 700,000	49.7	Water Funds/ Alternative	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -
37	DPW/ Storm	Storm	Rehabilitation of the Forest Grove Pump Station	Replace electrical controls, level sensors, replace trash grate & fencing, include structural repairs to building structure	\$ 312,000	49.6	Storm Funds	\$ -	\$ -	\$ 312,000	\$ -	\$ -	\$ -	\$ -
38	Schools	Building	Horace Mann School - Accessibility Upgrades	Installation of new elevator	\$ 500,000	49.0	Bonding	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -

CITY OF NEWTON

IN BOARD OF ALDERMEN

November 16, 2015

That, pursuant to Section 2-7 of the Revised Ordinances of 2012, as amended, after a public hearing and upon recommendation of the Real Property Reuse Committee through its Chair Susan Albright, it is hereby

ORDERED:

That the property located at 70 Crescent Street (hereinafter referred to as “the Site”), containing approximately 60,000 square feet of land, identified as a portion of Section 33, Block 06, Lot 061, and containing the former Parks and Recreation administrative offices as well as the current Parks and Recreation maintenance facility, be transferred to the temporary custody of the Public Buildings Department for the purpose of developing and constructing a mixed-income residential rental project (the “Housing Project”), and to enlarge the adjacent Reverend Ford Playground to the maximum extent possible; and,

Following development of the Site as recommended in this Board Order, the Housing Project shall be transferred to the custody of the Newton Community Development Authority (NCDA), and any land not needed for the Housing Project shall be transferred back to the Parks and Recreation Department to be combined with the adjacent Reverend Ford Playground.

FURTHER BE IT RESOLVED:

1. That NCDA, the Parks and Recreation Department, and the Public Buildings Department work collaboratively with input from the community on plans for the Housing Project and the Reverend Ford Playground as a whole, including the Myrtle Baptist Church.
2. That the Housing Project have a minimum of 50% affordable units and that such units represent a range of affordability.
3. That the Housing Project include a context sensitive design that has a compact footprint and modest sized units so that the adjacent Reverend Ford Playground will be expanded to the maximum extent possible with the addition of land from the Site not needed for the Housing Project. The final site plan shall include a minimum of 20,000 square feet of open space to be used to enlarge the playground/open space area.
4. That the Housing Project be limited to eight units.
5. That the Housing Project demonstrates high performance energy efficiency and best building practices.

6. That the integrated site plan for the Housing Project and the Reverend Ford Playground improve public access to the Reverend Ford Playground. The City shall continue to pursue the acquisition of the adjacent Eversource property for further expansion or access to the playground/open space area.
7. That the City shall continue to work with the Myrtle Baptist Church regarding its needs for additional parking and additional means of egress and ingress to the church property.

Under Suspension of Rules

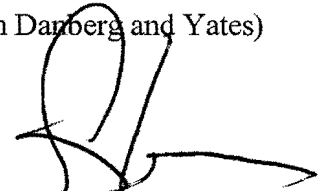
Readings Waived and Approved

20 yeas 2 nays (Aldermen Brousal-Glaser and Norton) 2 absent (Aldermen Danberg and Yates)



(SGD) DAVID A. OLSON

City Clerk



(SGD) SETTI D. WARREN

Mayor

CRESCENT STREET Final Design & Construction ATTACHMENTS:

C. DEED RESTRICTION

Please note that the four affordable units in this project are eligible for the SHI under DHCD's Local Action Units program. The attached DHCD Local Initiative Program "Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project" Local Action Units document is a template of the agreement that the City will enter into with DHCD, who will ultimately hold the affordability restriction on the four affordable units at or below 80% of AMI. The City Solicitor's office is currently reviewing and amending this agreement, which will be sent back to DHCD for further revisions.

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this _____ day of _____, 20__ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of _____ ("the Municipality"), and _____, a Massachusetts [corporation/limited partnership/limited liability company], having an address at _____, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as _____ at a/an _____-acre site on _____ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of _____ rental dwellings (the "Units") and _____ of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

September 2, 2016

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____ of the Low and Moderate Income Units shall be one bedroom units;
_____ of the Low and Moderate Income Units shall be two bedroom units;
_____ of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units	-	250 square feet
one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the _____ MSA/HMFA/Non-Metropolitan County.

September 2, 2016

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) **[For developments with "floating" units add:** If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit

in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.] **[For developments with “fixed” units add:** If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant’s income does not exceed 140% of the maximum income permitted. If the tenant’s income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant’s one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality’s application to DHCD.]

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). **[If 25% or more of the Units are Low and Moderate Income Units add:** All of the Units] **[If less than 25% of the Units are Low and Moderate Income Units add:** Only Low and Moderate Income Units] will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines

as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer

shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a _____ duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

September 2, 2016

9. Transfer Restrictions. Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a “Sale”) or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer’s obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide DHCD and the Municipality with thirty (30) day’s prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered

mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality:

Developer:

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

September 2, 2016

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

Executed as a sealed instrument as of the date first above written.

DEVELOPER

By: _____
Its:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its:

MUNICIPALITY

By: _____
Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

September 2, 2016

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ (“Mortgage”).

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its:

(If the Development has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

September 2, 2016

EXHIBIT A

Re: _____
(Project name)

(City/Town)

(Developer)

Property Description

EXHIBIT B

Re: _____
(Project name)

(City/Town)

(Developer)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowance</u>
Studio units	\$ _____	\$ _____
One bedroom units	\$ _____	\$ _____
Two bedroom units	\$ _____	\$ _____
Three bedroom units	\$ _____	\$ _____
Four bedroom units	\$ _____	\$ _____



Crescent Street Development

Conceptual Cost Estimate

Revised: November 28, 2017

Architect: Abacus Architects + Planners

Prepared For: City of Newton

North Bay Company, Inc.
125 Church Street, Suite 90123
Pembroke, MA 02359

T 508-686-2781
F 508-686-2799
info@nbaycc.com
www.nbaycc.com



Project: Crescent Steet Development
Architect: Abacus Architects + Planners
Date: November 28, 2017

CONCEPTUAL COST ESTIMATE

INTRODUCTION

PROJECT DESCRIPTION:

Construction of 1 new multi-story, multi-family residential building.
Site work, New Utilities, Paving and Landscaping

PROJECT PARTICULARS:

Schematic Design Documents prepared by Abacus Architects + Planners
Quantities are from direct takeoff of items, when possible, according to ASPE recommended Standard Estimating Practice

PROJECT ASSUMPTIONS:

The project will be publicly bid and performed by a Prime General Contractor certified by DCAM using prevailing wage rates
Costs are based on a competitive bid process in all trades and sub-trades
Unit costs and labor are based on current construction costs in the Boston area
General Requirements value covers bonding and insurances for the GC

Note: This estimate is a reasonable opinion of cost based on the information provided. It is not a prediction of the successful bid from a contractor as bids will vary due to fluctuating market conditions, errors and omissions, proprietary specifications, lack or surplus of bidders, perception of risk, difference in level of design from estimating to final bid documents, addenda, bid clarifications, etc. Consequently the estimate is expected to fall within the range of bids from a number of competitive contractors or subcontractors, however we do not warrant that bids or negotiated prices will not vary from the final construction estimate.

PROJECT EXCLUSIONS:

Escalation
Design Fees and other soft costs
Project Administration
Construction of temporary facilities
Site or existing conditions surveys
Hazardous materials survey, report and removal
Police detail and street/sidewalk permits
Printing and Advertising
Testing and Inspections
Demolition of existing structures
\$100,000 direct cost allowance for Earthwork excluded at request of Owner



Project: Crescent Steet Development
 Date: November 28, 2017

CONCEPTUAL COST ESTIMATE

GRAND SUMMARY

	BUILDING / SITE	SITE UTILITIES	PARK / PLAYGROUND	APPLIANCES	TOTAL PROJECT
TOTAL DIRECT COSTS	\$ 2,895,698	\$ 272,325	\$ 749,116	\$ 37,944	\$ 3,955,082
GENERAL REQUIREMENTS (10%)	\$ 289,570	\$ 27,233	\$ 74,912	\$ 3,794	\$ 395,508
OVERHEAD AND FEE (13%)	\$ 414,085	\$ 38,942	\$ 107,124	\$ 5,426	\$ 565,577
TOTAL - DIRECT COST AND OH&P	\$ 3,599,352	\$ 338,500	\$ 931,151	\$ 47,164	\$ 4,916,167
CONTINGENCY (5%)	\$ 179,968	\$ 16,925	\$ 46,558	\$ 2,358	\$ 245,808
BOND, PERMITTING & INSURANCE (1.5%)	\$ 53,990	\$ 5,077	\$ 13,967	\$ 707	\$ 73,743
SUBTOTAL	\$ 3,833,310	\$ 360,502	\$ 991,675	\$ 50,230	\$ 5,235,718
ESCALATION	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - SCHEMATIC DESIGN COST ESTIMATE	\$ 3,833,310				\$ 5,235,718

Project: Crescent Steet Development

Date: November 28, 2017

CONCEPTUAL COST ESTIMATE

MAIN SUMMARY

GROSS AREA 10,897.00

DIV.	ELEMENT	TOTAL COST	COST / SF	
02	EXISTING CONDITIONS	\$ -	\$ -	0.00%
03	CONCRETE	\$ 193,324	\$ 17.74	4.77%
04	MASONRY	\$ 52,640	\$ 4.83	1.30%
05	METALS	\$ 5,867	\$ 0.54	0.14%
06	WOOD, PLASTICS AND COMPOSITES	\$ 374,484	\$ 34.37	9.23%
07	THERMAL AND MOISTURE PROTECTION	\$ 435,192	\$ 39.94	10.73%
5	OPENINGS	\$ 216,069	\$ 19.83	5.33%
09	FINISHES	\$ 427,475	\$ 39.23	10.54%
10	SPECIALTIES	\$ 8,463	\$ 0.78	0.21%
11	EQUIPMENT	\$ 37,944	\$ 3.48	0.94%
	Appliances	\$ 37,944		
12	FURNISHINGS	\$ 81,569	\$ 7.49	2.01%
13	SPECIAL CONSTRUCTION	\$ -	\$ -	0.00%
14	CONVEYOR SYSTEMS	\$ 140,000	\$ 12.85	3.45%
21	FIRE SUPPRESSION	\$ 51,537	\$ 4.73	1.27%
22	PLUMBING	\$ 227,747	\$ 20.90	5.62%
23	HVAC	\$ 244,827	\$ 22.47	6.04%
26	ELECTRICAL	\$ 243,754	\$ 22.37	6.01%
27	COMMUNICATIONS	\$ 16,999	\$ 1.56	0.42%
28	ELECTRONIC SAFETY AND SECURITY	\$ 49,472	\$ 4.54	1.22%
31	EARTHWORK	\$ 120,888	\$ 11.09	2.98%
32	SITE IMPROVEMENTS	\$ 854,506	\$ 78.42	21.07%
	Building related site improvements	\$ 105,390		
	Park and Playground Site Improvements	\$ 749,116		
33	UTILITIES	\$ 272,325	\$ 24.99	6.72%
TOTAL DIRECT COSTS		\$ 4,055,082	\$ 372.13	100.00%
SCOPE BREAKOUTS:				
	Site Utilities	\$ 272,325		
	Deduct for Earthwork performed by others	\$ 100,000	NIC	
	Park and Playground Site Improvements	\$ 749,116		
	Appliances	\$ 37,944		
	TOTAL SCOPE BREAKOUTS	\$ 1,159,385		
TOTAL DIRECT COSTS BUILDING AND RELATED SITEWORK		\$ 2,895,698		

Project: Crescent Steet Development
 Date: November 28, 2017

CONCEPTUAL COST ESTIMATE

DIRECT COST DETAIL

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
02	EXISTING CONDITIONS						\$ -
	Existing building removal		by others				
	Demolish parking lots curbs and sidewalks (Allowance)		by others				
	Cut and cap existing utilities (Allowance)		by others				
	Remove catch basins		by others				
03	CONCRETE						\$ 193,324
	Footings - strp ftg, fnd walls					\$ 22,369	\$ 581
	Form and strip ftgs, 12"hx24"w	1,040	sfca	\$ 9.24	\$ 9,610		
	Place and finish	38.52	cy	\$ 65.00	\$ 2,504		
	Concrete	38.52	cy	\$ 120.00	\$ 4,622		
	Rebar - 125#/cy	2.89	tn	\$ 1,950.00	\$ 5,633		
	Footings - spread ftg at clmns					\$ 8,031	\$ 565
	Form and place spread ftgs	384.00	sfca	\$ 8.52	\$ 3,272		
	Place and finish	14.22	cy	\$ 65.00	\$ 924		
	Concrete	14.22	cy	\$ 120.00	\$ 1,707		
	Rebar - 125#/cy	1.07	tn	\$ 1,995.00	\$ 2,128		
	Concrete Walls - Foundations					\$ 67,472	\$ 995
	Form and strip walls, 12"wx4'h	4,160	sf	\$ 10.88	\$ 45,261		
	Place and finish	67.79	cy	\$ 61.39	\$ 4,162		
	Concrete	67.79	cy	\$ 120.00	\$ 8,135		
	Rebar - 125#/cy	5.08	tn	\$ 1,950.00	\$ 9,915		
	Concrete Walls - Elev pit					\$ 9,883	\$ 981
	Form and strip walls, 12"w	544	sf	\$ 12.10	\$ 6,582		
	Place and finish	10.07	cy	\$ 61.39	\$ 618		
	Concrete	10.07	cy	\$ 120.00	\$ 1,209		
	Rebar - 125#/cy	0.76	tn	\$ 1,950.00	\$ 1,473		
	12" Mat slab, elev pit					\$ 3,151	\$ 630.11
	Form and strip 12" SOG	80	sf	\$ 10.16	\$ 813		
	Place & finish	5	cy	\$ 75.00	\$ 375		
	Concrete material	5	cy	\$ 120.00	\$ 600		
	Rebar	0.63	tns	\$ 1,950.00	\$ 1,219		
	Vapor barrier	120	sf	\$ 1.20	\$ 144		
	5" SOG, 1st Floors					\$ 55,928	\$ 485.32

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
	Form and strip SOG	498	lf	\$ 10.16	\$ 5,060		
	Place 5" Structural SOG, pump	91	cy	\$ 67.00	\$ 6,078		
	Haunches and thickened slab Allowance	25	cy	\$ 67.00	\$ 1,643		
	Concrete, 5" structural, SOG	115	cy	\$ 120.00	\$ 13,829		
	Mesh	5,567	sf	\$ 0.65	\$ 3,619		
	Finishing and hardener	5,567	sf	\$ 1.90	\$ 10,577		
	Rebar	5	tns	\$ 1,950.00	\$ 10,112		
	Vapor barrier	5,567	sf	\$ 0.90	\$ 5,010		
32 13	Concrete Paving Terraces					\$ 7,409	\$ 896.06
	Edge form and strip 5" conc pavement/sidewalk	178	lf	\$ 12.70	\$ 2,261		
	Place & finish 5" conc pavement/sidewalk	475	sf	\$ 8.00	\$ 3,800		
	Concrete, 5" conc sidewalk	8	cy	\$ 120.00	\$ 992		
	Rebar - Mesh	475	sf	\$ 0.75	\$ 356		
	Cast Underlayment					\$ 19,081	
	1" poured gypsum underlayment, floors between units	5,330	sf	\$ 1.85	\$ 9,861		
	Laticrete sound mat	5,330	sf	\$ 1.73	\$ 9,221		
04	MASONRY						\$ 52,640
	8" CMU	1,020	sf	\$ 32.00	\$ 32,640		
	Mobilize / Demobilize	1	ls	\$ 20,000.00	\$ 20,000		
05	METALS						\$ 5,867
05 12	Structural Steel Framing					\$ 2,995	
	Elevator hoistway steel (Allowance)	1	tn	\$ 2,995.00	\$ 2,995		
05 50	Miscellaneous Metals					\$ 2,872	
	Lintels	12	lf	\$ 56.00	\$ 672		
	Access ladders, elevator pits	1	ea	\$ 1,500.00	\$ 1,500		
	SS elev. Sill angles	2	ea	\$ 350.00	\$ 700		
06	WOOD, PLASTICS AND COMPOSITES						\$ 374,484
06 05	Rough Carpentry					\$ 300,909	
	Fasteners	10,897	sf	\$ 0.15	\$ 1,635		
	Blocking, accessories baths and kitchens	480	bf	\$ 5.45	\$ 2,616		
	Bridging	4,690	lf	\$ 4.06	\$ 19,043		
	Exterior wall framing, 2x6, 24 oc, 3 plate	10,996	sf	\$ 3.36	\$ 36,947		
	Check walls at dormers	672	sf	\$ 3.36	\$ 2,258		
	Sill seal	520	lf	\$ 0.28	\$ 146		
	Interior partitions	13,852	sf	\$ 2.28	\$ 31,583		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
	Party walls	4,112	sf	\$ 3.25	\$ 13,364		
	Balcony framing and stair landings	450	sf	\$ 16.00	\$ 7,200		
	Stair framing	384	sf	\$ 16.00	\$ 6,144		
	Fl frmg, 11" TGIs, 16" oc 2nd Fl	5,330	sf	\$ 6.20	\$ 33,046		
	LVL framing 2nd Fl (Allowance for rim joists and headers)	1,333	sf	\$ 7.80	\$ 10,394		
	Roof frmg, 14" TGIs, 16" oc Roof	6,520	sf	\$ 7.13	\$ 46,488		
	LVL framing Roof (Allowance for rim joists and headers)	1,630	sf	\$ 7.80	\$ 12,714		
	Roof frmg, and sheathing 1st floor Entry Stoops	162	sf	\$ 8.83	\$ 1,430		
	Floor sheathing, 3/4"	5,330	sf	\$ 2.74	\$ 14,604		
	Plywood Wall sheathing, 1/2" CDX	11,668	sf	\$ 2.09	\$ 24,386		
	Plywood Wall sheathing, 5/8" at shearwall	8,224	sf	\$ 2.36	\$ 19,409		
	Plywood Roof sheathing, 3/4"	1,630	sf	\$ 2.63	\$ 4,287		
	Furring at sidewall	9,441	sf	\$ 1.40	\$ 13,217		
06 22	Finish Carpentry and Millwork					\$ 73,575	
	Wood base, 1x6 primed, milled	1,941	lf	\$ 5.20	\$ 10,093		
	Balcony wd decking (comp deck) (includes exterior stairs)	642	sf	\$ 11.90	\$ 7,640		
	Wood caps at int stairs, half walls	200	lf	\$ 8.16	\$ 1,632		
	Door trim, interior, wd	880	lf	\$ 5.40	\$ 4,752		
	window and door trim, interior, wd	992	lf	\$ 5.40	\$ 5,357		
	Balcony guardrails wood	298	sf	\$ 36.00	\$ 10,710		
	Balcony guardrails 42" high handrail wood	85	lf	\$ 65.00	\$ 5,525		
	Railings, int egress stairs	46	lf	\$ 225.00	\$ 10,350		
	Railings, wall mnt	44	lf	\$ 89.00	\$ 3,916		
	Railings at resident grating stairs, exterior	160	lf	\$ 85.00	\$ 13,600		
7	THERMAL AND MOISTURE PROTECTION						\$ 435,192
07 10	Waterproofing					\$ 5,698	
	Dampproofing, below grade, sprayed or rolled	2,080	sf	\$ 1.37	\$ 2,850		
	Cementitious waterproofing elev pits	288	sf	\$ 9.89	\$ 2,848		
07 21	Thermal Insulation					\$ 197,200	
	Liquid applied AV barrier on sheathing	9,441	sf	\$ 3.00	\$ 28,323		
	Rigid wall Insul, extruded polystyrene, 1"	9,441	sf	\$ 2.14	\$ 20,204		
	5.5" dense pack cellulose insulation	9,441	sf	\$ 5.67	\$ 53,530		
	Sound Attenuation Fire Blanket, walls	4,752	sf	\$ 1.20	\$ 5,702		
	Sound Attenuation Fire Blanket, 2nd Floor	5,330	sf	\$ 3.56	\$ 18,975		
	Rigid Insulation at SOG	3,740	sf	\$ 3.50	\$ 13,090		
	Spray-applied insulation underside of roof	6,520	lf	\$ 8.80	\$ 57,376		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
07 22	Roofing & Deck Insulation, Low-Slope Roofs					\$ 35,496	
	EPDM roofing and flashing allowance	1,116	sf	\$ 18.00	\$ 20,088		
	Allowance for membrane at balconies, misc waterproofing details	642	sf	\$ 24.00	\$ 15,408		
	Asphalt shingles, pitched roofs					\$ 38,970	
	Asphalt shingles, Pitched roofs and entry roofs	5,404	sf	\$ 4.85	\$ 26,209		
	Ice and water shield	1,351	sf	\$ 2.40	\$ 3,242		
	Felt, roofing	5,404	sf	\$ 0.35	\$ 1,891		
	Perimeter drip edge flashing	650	lf	\$ 11.50	\$ 7,475		
	Vent pipe flashing	4	ea	\$ 38.00	\$ 152		
07 46	Siding					\$ 137,022	
	Exterior window trim	992	lf	\$ 9.85	\$ 9,771.20		
	Fiber cement siding	4,721	sf	\$ 10.00	\$ 47,205.00		
	Fiber cement siding, Premium	4,721	sf	\$ 12.00	\$ 56,646.00		
	Soffits	2,340	sf	\$ 10.00	\$ 23,400.00		
07 72	Roof Accessories					\$ 10,292	
	Roof hatch	1	ea	\$ 3,800.00	\$ 3,800.00		
	Aluminum Gutters	114	lf	\$ 38.00	\$ 4,332.00		
	Downspouts, alum	120	lf	\$ 18.00	\$ 2,160.00		
07 84	Firestopping					\$ 1,500	
	Through walls and floors	1	ls	\$ 1,500.00	\$ 1,500		
07 92	Joint Sealants					\$ 9,013	
	Sealant at windows	992	lf	\$ 6.40	\$ 6,349		
	Sealant at ext dr frms	460	lf	\$ 4.40	\$ 2,024		
	Sealant at exterior louvers	100	lf	\$ 6.40	\$ 640		
08	OPENINGS						\$ 216,069
08 12	Doors, Frames and Hardware					\$ 130,544	
	Exterior drs, frms, hdwr, fiberglass, flush, single 36"x80"	36	ea	\$ 1,980.00	\$ 71,280		
	Exterior double drs, frms hdwr	2	pr	\$ 3,465.00	\$ 6,930		
	Entrance drs	1	pr	\$ 5,800.00	\$ 5,800		
	Storm/Screen doors, full lite, 36"x84" (assume at all ext unit egress & patio doors)	16	ea	\$ 400.00	\$ 6,400		
	Interior drs, frms, bed/bath	36	ea	\$ 431.00	\$ 15,516		
	Interior drs, frms, b-fold, 4-panel	39	ea	\$ 590.00	\$ 23,010		
	Access panels as required for elevator, bathrooms and mechanical	12	ea	\$ 45.00	\$ 540		
	Louvers	12	ea	\$ 89.00	\$ 1,068		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
08 54	Windows					\$ 85,525	
	Vinyl windows	1,555	sf	\$ 55.00	\$ 85,525		
09	FINISHES						\$ 427,475
09 21	Gypsum Wallboard Systems					\$ 217,521	
	Interior GWB , 1/2" at exterior walls	11,668	sf	\$ 2.59	\$ 30,220		
	Interior GWB , 5/8" Type X party walls	8,224	sf	\$ 6.17	\$ 50,742		
	Interior GWB, 1/2" 1st floor	27,704	sf	\$ 2.64	\$ 73,139		
	Gyp ceilings on 7/8" furring	10,897	sf	\$ 5.82	\$ 63,421		
09 30	Tiling					\$ 20,564	
	Ceramic tile, thin set, grout, sealer - bathrooms	516	sf	\$ 18.00	\$ 9,288.00		
	Ceramic tile, wet walls, 4' aff - bathrooms	344	sf	\$ 18.00	\$ 6,192.00		
	Ceramic base	224	lf	\$ 19.00	\$ 4,256.00		
	Marble threshold	12	ea	\$ 69.00	\$ 828.00		
09 65	Flooring					\$ 71,580	
	LVT	9,544	sf	\$ 7.50	\$ 71,580.00		
09 72	Resilient flooring					\$ 12,235	
	Rubber treads and risers at egress stairs	120	lf	\$ 24.60	\$ 2,952.00		
	VCT 2nd Floor Mech	40	sf	\$ 6.00	\$ 240.00		
	Rubber base	2,444	lf	\$ 3.70	\$ 9,042.80		
09 91	Painting and Finishing					\$ 105,575	
	Sealed Concrete slab	500	sf	\$ 1.90	\$ 950.00		
	Paint gyp ceilings	10,897	sf	\$ 1.40	\$ 15,255.80		
	Paint interior partitions	47,596	sf	\$ 1.40	\$ 66,634.40		
	Finish exterior siding	9,441	sf	\$ 1.90	\$ 17,937.90		
	Paint exterior soffits	2,340	sf	\$ 2.05	\$ 4,797.00		
10	SPECIALTIES						\$ 8,463
	Interior signage (ALLOWANCE)	10,230	sf	\$ 0.10	\$ 1,023		
	Toilet accessories, residential	12	ea	\$ 300.00	\$ 3,600		
	Mail boxes	1	ls	\$ 3,840.00	\$ 3,840		
11	EQUIPMENT						\$ 37,944
	Residential Appliances						
	Electric cooktop	8	ea	\$ 850.00	\$ 6,800		
	Wall Oven	8	ea	\$ 840.00	\$ 6,720		
	Range exhaust hood	8	ea	\$ 140.00	\$ 1,120		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
	Refrigerator	8 ea		\$ 980.00	\$ 7,840		
	SST splashguard	8 ea		\$ 85.00	\$ 680		
	Washing machine	8 ea		\$ 1,008.00	\$ 8,064		
	Electric dryer	8 ea		\$ 840.00	\$ 6,720		
12	FURNISHINGS						\$ 81,569
	Closet shelving and poles	64 lf		\$ 35.00	\$ 2,240		
	Window blinds (horiz), assume at all dwelling units - Allowance	1,555 sf		\$ 3.00	\$ 4,665		
	Base cabinets	125 lf		\$ 240.00	\$ 29,952		
	Wall cabinets	125 lf		\$ 190.00	\$ 23,712		
	Pantry cabinet units	8 ea		\$ 310.00	\$ 2,480		
	Counter tops	264 sf		\$ 55.00	\$ 14,520		
	Bike rack allowance	1 ls		\$ 4,000.00	\$ 4,000		
13	SPECIAL CONSTRUCTION						\$ -
14	CONVEYING EQUIPMENT						\$ 140,000
14 24	Passenger Elevators						
	New MRL hydraulic 2-stop elevator	1 ea		\$ 140,000.00	\$ 140,000		
21	FIRE SUPPRESSION						\$ 51,537
	Wet Pipe Sprinkler System					\$ 51,537	
	Sprinkler system	10,897 sf		\$ 4.50	\$ 49,037		
	Calcs and submittals	1 ls		\$ 2,500.00	\$ 2,500		
22	PLUMBING						\$ 227,747
	Plumbing (Allowance)	10,897 sf		\$ 19.00	\$ 207,043		
	Filed sub indirects	1 ls		\$ 20,704	\$ 20,704		
23	HVAC						\$ 244,827
	Split systems, heat pumps w/ FCUs	8 ea		\$ 10,500.00	\$ 84,000		
	Unit heaters and convectors	1,000 sf		\$ 12.00	\$ 12,000		
	Ventilation	10,897 sf		\$ 10.00	\$ 108,970		
	Testing, adjusting, & balancing	160 hrs		\$ 110.00	\$ 17,600		
	Filed sub indirects	1 ls		\$ 22,257.00	\$ 22,257		
26	ELECTRICAL						\$ 243,754
	MDP, panels, feeds and devices	10,897 sf		\$ 7.50	\$ 81,728		
	LED lighting	10,897 sf		\$ 9.00	\$ 98,073		
	Emergency lighting	10,897 sf		\$ 2.00	\$ 21,794		
	Site electrical allowance	1 ls		\$ 15,000.00	\$ 15,000		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
	Conduit and pull string for future PV array	1	ls	\$ 5,000.00	\$ 5,000		
	Filed sub indirects	1	ls	\$ 22,159.45	\$ 22,159		
27	COMMUNICATIONS						\$ 16,999
	Tel Data and Cable Allowance	10,897	sf	\$ 1.56	\$ 16,999		
28	ELECTRONIC SAFETY AND SECURITY						\$ 49,472
	Fire Detection and Alarm					\$ 49,472	
	Devices wiring and programming (Allowance)	10,897	sf	\$ 4.54	\$ 49,472		
	Video Surveillance System	NIC				\$ -	
31	EARTHWORK						\$ 120,888
31 12	Building related earthwork					\$ 120,888	
	Haybale and silt fence	900	lf	\$ 13.50	\$ 12,150		
	Construction fence	900	lf	\$ 8.00	\$ 7,200		
	Ex & bkfl bulk material, frostwalls and ftgs	1,274	cy	\$ 27.00	\$ 34,397		
	Trucking and hauling	2,242	cy	\$ 25.00	\$ 56,050		
	8" Gravel base under slabs	141	cy	\$ 52.62	\$ 7,441		
	Stone dust	66	cy	\$ 55.00	\$ 3,650		
32	EXTERIOR IMPROVEMENTS						\$ 854,506
	Building related site improvements					\$ 105,390	
32 12	Paving					\$ 50,250	
	Paving, bituminous, driveways, cmptd gravel, binder, top course	1,500	sy	\$ 33.50	\$ 50,250		
32 15	Aggregate Surfacing					\$ 20,500	
	Concrete paving, walkway	2,050	sf	\$ 10.00	\$ 20,500		
32 16	Curbs, Gutters and Sidewalks					\$ 29,640	
	Granite curb	772	lf	\$ 38.00	\$ 29,336		
	Tactile warning strip	8	lf	\$ 38.00	\$ 304		
32 17	Pavement Striping					\$ 5,000	
	Pavement markings Allowance	1	ls	\$ 5,000.00	\$ 5,000		
	Park and Playground Site Improvements					\$ 749,116	
	Earthwork park and playground					\$ 78,587	
	Excavating bulk bank, cut	\$ 597.00	cy	\$ 12.00	\$ 7,164.00		
	Fill, place, rough grade	\$ 2,839.00	cy	\$ 15.00	\$ 42,585.00		
	Fine grading, compaction	9,012	sy	\$ 3.20	\$ 28,838		
32 12	Paving					\$ 43,134	
	Bituminous conc walkway	10,500	sf	\$ 4.11	\$ 43,134		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
32 16	Curbs, Gutters and Sidewalks					\$ 7,524	
	6" Precast concrete curb at play areas	342	lf	\$ 22.00	\$ 7,524		
32 18	Synthetic Surfacing					\$ 151,388	
	Poured in place safety surfacing	7,168	sf	\$ 21.12	\$ 151,388		
32 31	Site Fences and Gates					\$ 27,280	
	3' wd fence	290	lf	\$ 82.00	\$ 23,780		
	Vehicular gate allowance	1	ls	\$ 3,500.00	\$ 3,500		
32 33	Site Furnishings (Allowances)					\$ 126,400	
	Park bench	8	ea	\$ 1,800.00	\$ 14,400		
	Picnic tables	3	ea	\$ 4,000.00	\$ 12,000		
	Deliver and Install bench and tables	1	ls	\$ 7,900.00	\$ 7,900		
	Exercise equipment	1	ls	\$ 4,100.00	\$ 4,100		
	Deliver and install exercize equip	1	ls	\$ 3,000.00	\$ 3,000		
	Covered Stage with Electricity	1	ls	\$ 75,000.00	\$ 75,000		
	Historic signage	5	ea	\$ 2,000.00	\$ 10,000		
	Playground Equipment 2-5 Area (Allowances)					\$ 65,955	
	Swings	1	ea	\$ 1,645.00	\$ 1,645		
	See Saw	1	ea	\$ 3,741.00	\$ 3,741		
	Henderson Play Structure	1	ea	\$ 31,550.00	\$ 31,550		
	Accessible Whirl	1	ea	\$ 11,719.00	\$ 11,719		
	Deliver	1	ea	\$ 2,700.00	\$ 2,700		
	Install	1	ls	\$ 14,600.00	\$ 14,600		
	Playground Equipment 5-12 Area (Allowances)					\$ 102,647	
	Swings	1	ea	\$ 2,727.00	\$ 2,727		
	Cloud 9 Swing	1	ea	\$ 7,719.00	\$ 7,719		
	O'Tannebaum Swing	1	ea	\$ 13,616.00	\$ 13,616		
	Play Structure	1	ea	\$ 52,885.00	\$ 52,885		
	Delivery	1	ea	\$ 2,700.00	\$ 2,700		
	Install	1	ls	\$ 23,000.00	\$ 23,000		
32 91	Planting (Allowances)					\$ 146,200	
	Trees, 3"	40	ea	\$ 750.00	\$ 30,000		
	Shrubs	170	ea	\$ 50.00	\$ 8,500		
	Lawn (seed)	36,500	sf	\$ 2.50	\$ 91,250		
	Lawn (sod)	350	sy	\$ 25.00	\$ 8,750		
	Stomwater plantings (plugs)	700	ea	\$ 2.00	\$ 1,400		

DIV.	ELEMENT	QTY	UNIT	UNIT COST	ITEM TOTAL	SUBTOTAL	TOTAL
	Stormwater plantings (seed)	2,100	sf	\$ 3.00	\$ 6,300		
33	UTILITIES						\$ 272,325
	Water Distribution Systems					\$ 131,000	
	Water supply, 6" CLDI pipe	250	lf	\$ 100.00	\$ 25,000		
	6" gate valve on 1x8 anchor tee	1	ea	\$ 750.00	\$ 750		
	8" fire service	450	lf	\$ 100.00	\$ 45,000		
	Fire Hydrants and gate valves	2	ea	\$ 5,750.00	\$ 11,500		
	Tapping sleeves for fire and DW service	2	ea	\$ 4,000.00	\$ 8,000		
	Gas service Allowance	250	lf	\$ 37.00	\$ 9,250		
	Trenching and backfill, water	700	lf	\$ 45.00	\$ 31,500		
					\$ -		
	Sanitary Sewer System				\$ -	\$ 6,850	
	Sewer manhole, connect to existing	1	ls	\$ 3,000.00	\$ 3,000		
	6" PVC	50	lf	\$ 60.00	\$ 3,000		
	Trenching and backfill, sewer	50	lf	\$ 17.00	\$ 850		
	Drainage				\$ -	\$ 134,475	
	Bio-Swale and Rain Gardens (Allowance)	1	ls	\$ 20,000.00	\$ 20,000		
	4" Perimeter drain	450	lf	\$ 16.67	\$ 7,500		
	4" Perf PVC drain	435	lf	\$ 20.00	\$ 8,700		
	8" PVC drain	225	lf	\$ 44.44	\$ 10,000		
	10" PVC drain	75	lf	\$ 53.33	\$ 4,000		
	12" PVC drain	225	lf	\$ 55.56	\$ 12,500		
	15" PVC drain	125	lf	\$ 64.00	\$ 8,000		
	Exc., Bfill storm drain piping	650	lf	\$ 65.00	\$ 42,250		
	Area Drain	3	ea	\$ 1,175.00	\$ 3,525		
	Drywell	1	ls	\$ 4,000.00	\$ 4,000		
	DMHs	2	ea	\$ 4,000.00	\$ 8,000		
	Connect to existing drainage at 48" culvert in Crescent St	1	LS	\$ 6,000.00	\$ 6,000		
	Irrigation system		NIC				
	TOTAL DIRECT COSTS				\$ 4,055,082		\$ 4,055,082