

**COMMUNITY PRESERVATION GRANT AGREEMENT
BETWEEN WARREN HOUSE ASSOCIATES LIMITED PARTNERSHIP
and THE CITY OF NEWTON**

This AGREEMENT made as of October 13, 2009 by and between **Warren House Associates Limited Partnership**, a Massachusetts limited partnership of which **Newton Community Development Foundation III, Inc.**, a Massachusetts corporation and **New Keen Corporation**, a Massachusetts corporation are the general partners and having an address c/o Keen Development Corporation, 2 University Road, Cambridge, MA 02238 (hereinafter "Grantee"); and the **City of Newton**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Director of Planning and Development or his designated staff, but without personal liability to him, (hereinafter the "City"), collectively, the "parties."

WITNESSETH THAT:

WHEREAS, Grantee has applied for and received approval from the Community Preservation Committee (CPC) and Board of Aldermen of the City of Newton for a grant of \$1,080,000 for roof and masonry repairs of Warren House (the "Building"), located at 1600 Washington Street, Newton, MA; and

WHEREAS, Grantee will apply the grant to pay for the Phase I costs of preserving and rehabilitating the roof and masonry on the Building as described in the attached workplan and budget; and

WHEREAS, the Building is listed on the National Register of Historic Places; and

WHEREAS, the Building is subject to a Ground Lease with a 65-year term expiring in 2056, at which time the Building will revert back to the City of Newton unless the City chooses to renew the lease; and

WHEREAS, the CPC recommendation for this funding requires the Grantee to grant the City a historic preservation restriction coterminous with the expiration of the Ground Lease, or Grantee's, its successors and assigns' period of ownership, whichever is of longer duration; and

WHEREAS, if the ownership of the building should revert to the City, the Building would then be subject to City ordinances governing the expenditure of Community Preservation Act funds on City buildings in lieu of a historic preservation restriction; and

WHEREAS, the Building contains 59 rental units, of which 21 are rented to households earning no more than 50% of area median income; and

WHEREAS, the term of affordability on six of these units expires in 2023; and

WHEREAS, the proposed preservation and rehabilitation work serves to protect these affordable units against deterioration by water damage; and

WHEREAS, the CPC recommendation for this funding also requires Grantee to exercise its best efforts to extend the period of affordability on the six expiring units for the full term of the lease, at a minimum;

NOW THEREFORE, the parties do mutually agree to the following General Provisions and Attachments:

4 Jan 2010, CONFIRMATION COPY from CPC staff

****GENERAL PROVISIONS****

1. **Subject matter.** This Agreement sets forth the terms and conditions whereby the Grantee shall receive a grant award from the City in the amount of one million eighty-two thousand five hundred (\$1,080,000) dollars. The Grantee agrees to use the grant for Phase I work for preserving and rehabilitating the original slate roof, above-roof-line masonry and cast stone to prevent water infiltration, as more specifically described in the April 28, 2009 Community Preservation Committee Recommendation and Grantee's April 13, 2009 memorandum from Jeanne Strickland to the Board of Aldermen regarding Warren House Preservation and Rehabilitation and all attachments thereto ("Scope of Work")(all attached hereto as **Attachment A** and made a part hereof).

2. (a) **Conditions Prior to Receipt of Funds.** Grantee agrees to the following contingencies prior to the receipt of funds:
 - (i). Grantee agrees that the historic preservation restriction shall have been executed and recorded in the Registry of Deeds, together with Subordination Agreements from all mortgagees of the Building, if any.
 - (ii) Grantee agrees to make formal written inquiry to Grantee's mortgage holder as to the possibility of extending the period of affordability, at a minimum, to be coterminous with the Lease for the six (6) rental units with affordability restrictions expiring in 2023.
- (b) **Other Conditions**

Grantee agrees to provide annual updates regarding its good faith efforts to extend the affordability of the six (6) units due to expire in 2023. Grantee shall include such updates in the annual reports due to the City's Comptroller under the Ground Lease. This obligation shall survive the completion of the Phase I work contemplated herein and/or the termination of this Agreement and shall not terminate until Grantee has successfully obtained an extension of affordability for these six (6) units to be, at a minimum, coterminous with the expiration or termination of the Ground Lease.

3. **Release of Grant Funds for Construction.**
 - (a) **Request for Payment.** Following completion of any portion of the work and submission to the Grantee of an invoice from its General Contractor for that work, the Grantee shall prepare and submit requests for payment to the City. The Grantee understands and agrees that it may not request payment from the City for any costs covered by or charged to any other funding source. The City will not advance funds to the Grantee under any circumstances.

Each request for payment should be accompanied by a copy of the supporting General Contractor's invoice and addressed to:

Alice Ingerson
Department of Planning and Development
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459

- (b) **Disbursement Procedures.** Payment of the grant funds shall be made as follows:

After execution of this agreement and (i) recording of the historic preservation restriction and mortgage subordination agreements (if any); and (ii) submitting evidence of a written request to extend the period of affordability for the six (6) expiring units, the Grantee may submit periodic requests for payment, together with copies of invoices from Grantee's general contractor(s), as portions of the preservation and rehabilitation work are completed. After inspection of the work and

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prepaid, first class mail to the respective addresses set forth below. Either party may change its address by notifying the other party of the change of address in writing.

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

To Grantee: Jeanne Strickland
 Newton Community Development Foundation
 425 Watertown Street, Suite 205
 Newton, MA 02458

18. **Other Provisions.** All other provisions, if any, are set forth within the following SCHEDULES hereto and made a part hereof as listed below:

Attachment A, Community Preservation Committee Recommendation (including Scope of Work) and Board of Aldermen Vote
Attachment B, Certificate of Authority
Attachment C, State Tax Attestation
Attachment D, Insurance Requirements

****** SIGNATORIES ******

IN WITNESS WHEREOF the parties hereto have executed this Agreement in three sets on the day first written above effective when executed by His Honor the Mayor in the City of Newton.

GRANTEE:

Warren House Associates Limited Partnership

By: Newton Community Development Foundation III, Inc.,
Its general partner

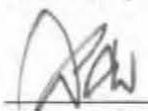
By:  10/13/09
Robert E. Engler, President Date

CITY OF NEWTON:

Reviewed and Authorized

By:  10-14-09
Director of Planning & Development Date


I certify funds are available within Acct. # 21511416-579
in the amount of \$1,082,500 for this Agreement.

By:  10/15/09
Comptroller Date

Approved as to legal form and character

By:  10/16/09
Assistant City Solicitor Date

CONTRACT APPROVED

By:  10/22/09
Mayor Date

Contract No. 1-

Attachment A
**Community Preservation Committee Recommendation
and Board of Aldermen Vote**

4 Jan 2010, CONFIRMATION COPY from CPC staff

Attachment B
Certificate of Authority
(Non-Profit Corporation)
and
List of Officers and Directors

1. I hereby certify that I am the Clerk/Secretary of:
Newton Community Development Foundation III, Inc.; and that
(Print name of corporation)

2. **Robert E. Engler** is the duly elected
(Print name of officer who signs the contract)

President of said corporation; and that
(Print title of officer who signs the contract)

3. on **October 1, 2009** at a duly authorized meeting of the Board of Directors
*(insert date of meeting) **

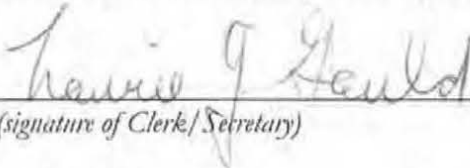
of said corporation, at which all the Directors were present or waived notice, it was voted that

Robert E. Engler, President of this

(Print name and title of officer who signs the contract, as in number 2 above)

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

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

ATTEST: 
(signature of Clerk/Secretary)

NAME: Laurie Gould
(printed or typed name of Clerk/Secretary)

DATE: October 14, 2009
*(insert date Certificate signed by Clerk/Secretary)***

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

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

**Certificate of Authority
and
List of Officers and Directors**

List of *Officers* of the Board of Directors/Trustees

Names	Titles
Robert E. Engler - President	
Timothy J. Dacey – Treasurer	
Laurie Gould – Secretary	

List of Board of Directors/Trustees

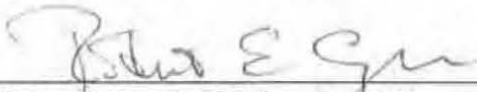
Names	Names
Robert E. Engler	
Timothy J. Dacey	
Laurie Gould	
Judith Weber	
Donald Hughes	
David Ennis	

**Attachment C
State Tax Attestation**

Pursuant to Massachusetts General Laws Chapter 62C Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law. *

Warren House Associates Limited Partnership

By: **Newton Community Development Foundation, III, Inc., its general partner**



By: Robert E. Engler, its President duly authorized

Federal Identification Number:

Date: October 13, 2009

*Legislation enacted by the Commonwealth of Massachusetts, effective July 1, 1983, requires that the above Attestation be signed by all contractors doing business with municipalities.

**Attachment D
Insurance**

1. General. The Grantee, and contractors and subcontractors engaged by the Grantee, its agents or designees to perform the Phase I roof and masonry restoration, shall, at all times, be required to maintain insurance coverage consistent with the character of the project. The Grantee agrees to keep copies of each policy and certificate on file, and to provide such copies to the City upon request.

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

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

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

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

2. Property Insurance.

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

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

ATTACHMENT A
for COMMUNITY PRESERVATION GRANT AGREEMENT
BETWEEN WARREN HOUSE ASSOCIATES LIMITED PARTNERSHIP
and THE CITY OF NEWTON

#132-09

#132-09

CITY OF NEWTON
IN BOARD OF ALDERMEN

June 15, 2009

ORDERED:

That in accordance with the recommendation of the Committee on Community Preservation through its Chairman Cheryl Lappin and the Finance Committee through its Chairman Paul E. Coletti, the sum of one million eighty-two thousand five hundred dollars (\$1,082,500) to be appropriated from Community Preservations Fund's historic and general reserves be and is hereby appropriated, granted and expenditure authorized for the purpose of the preservation and rehabilitation of the Warren House.

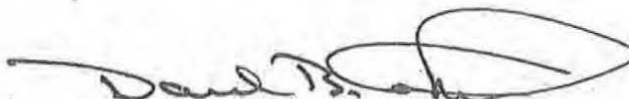
FROM: Undesignated Fund Balance
(21-3497).....\$1,082,500

TO: Warren House Rehabilitation
(21B11416-5825).....\$1,082,500

Under Suspension of Rules
Readings Waived and Approved
24 years



(SGD) DAVID A. OLSON
City Clerk



(SGD) DAVID B. COHEN
Mayor



(SGD) PAUL E. COLETTI, Chairman
Finance Committee

Date: 6/19/09

RECEIVED

4 Jan 2010, CONFIRMATION JUN 16 2009 from CPC staff

MAYOR'S OFFICE



David B. Cohen
Mayor

City of Newton, Massachusetts
Community Preservation Committee



DOCKET
ITEM NO.

#132-09

FUNDING RECOMMENDATION

DATE: 28 April 2009
TO: The Honorable Board of Aldermen
FROM: Community Preservation Committee
RE: recommended Community Preservation funding for
WARREN HOUSE Historic Preservation & Rehabilitation

1. PROJECT GOALS & ELIGIBILITY

This project is eligible for CP funds as historic preservation and rehabilitation. It will fund extraordinary repairs to roofs and above-roofline features, using historically appropriate materials (a slate roof, cast stone caps and ornaments, copper flashing, etc.), at this former Newton public junior high school, which was constructed in 1926 and is listed on the National Register of Historic Places. This work is immediately critical to preserve the integrity of the building envelope, and will provide time to raise funds from non-CP sources for other, less urgent but also necessary preservation work on the building.

Following its closure as a school, this building stood unused for several years. In 1992 it was converted for adaptive reuse as housing and a daycare center. Of the building's current 59 apartments, 21 are affordable to households earning no more than 50 percent of the area-wide median income. The 65-year ground lease and special permit from the City of Newton require the building's owner/operator, Newton Community Development Foundation (NCDF) to rent space for a daycare center serving 25 children at \$1 a year; plow and maintain 82 parking spaces costs for the City of Newton recreation fields and tennis courts that surround the building, and pay water costs for the bubbler that serve those facilities.

In return for the recommended investment of CP funds, the City of Newton will acquire a historic preservation restriction on the entire exterior of the building for the term of, and renewable with, the lease. NCDF will also use its best efforts to extend any and all expiring affordability restrictions to the full term of the lease.
(For further discussion, see appendix.)

2. FUNDING RECOMMENDATION

On 18 March 2009 the Community Preservation Committee voted to recommend funding this project in full as described in the attached proposal, by **8 in favor, 0 opposed**. The Committee recommends that \$1,082,500 be appropriated for this project from the Community Preservation Fund's historic resources and general reserves, and attributed 100% to historic resources, as follows:

Warren House Historic Preservation & Rehabilitation BUDGET	
USES	
Hard costs (roof replacement and above roofline renovations at the East and West Balconies of the South Wing; South Wing main roof; North Wing main roof)	\$1,113,321
Soft costs (architectural and engineering; clerk of the works; project sponsor's legal costs; soft cost contingency)	\$134,102
City of Newton legal costs	\$2,500
TOTAL USES	\$1,249,923
SOURCES	
Community preservation funds	\$1,082,500
Inclusionary zoning funds	\$67,423
Warren House reserves	\$100,000
TOTAL SOURCES	\$1,249,923

ADDITIONAL SOURCES & USES OF FUNDS

To date, NCDF has spent a total of \$66,000 of its own funds to assess the building's condition, propose and estimate costs for historically appropriate repairs, and commission the 20-year capital and replacement reserves plan that serves as the basis for the current funding request.

Attachments to this recommendation provide additional detail on the sources and uses of funding for two phases of preservation work at Warren House: urgent work (phase 1), for which CP funds are critical; and less urgent but still needed work (phase 2), which will not draw on CP funds. Although NCDF envisions phasing this work over time, the requested CP funds would be needed even if other funds were already in hand for phase 2.

3. OTHER RECOMMENDATIONS

The Community Preservation Committee further recommends that:

1. recommended CP funds be appropriated to the spending authority and control of the Director of Planning and Development
2. project site work begin within 12 months after the funds become legally available to NCDF
3. before site work begins, NCDF convey to the Newton Historical Commission a historic preservation restriction on the building's exterior that runs for the full term of, and is renewable with, the ground lease, by following any and all legal processes required by City ordinances, etc.
4. the Newton Historical Commission be required to convert and hold the restriction above as perpetual, if the ground lease is not renewed and the building is sold out of public ownership
5. NCDF be required to use its best efforts to extend the term of affordability to the end of the lease (2056) for the 6 currently affordable units with deed restrictions that expire in 2023
6. recognizing the current proposal as phase 1 of a larger program of needed capital investment for this building, NCDF agrees not to request Newton CP funding for subsequent phases of this same capital investment program; however, this should not preclude CP fund requests for other NCDF properties or projects
7. after receipt of CP funding, 50 percent of any unanticipated new funds (such as energy rebates) found for phase 1 of this program be returned to the CP Fund, if the terms of such new funding allow this
8. any portion of the Community Preservation Fund grant not used for the purposes stated herein shall be returned to the Newton Community Preservation Fund

4. ATTACHMENTS

(delivered to the clerk of the Committee on Community Preservation)

- A. Proposal summary/cover letter (2 pp.)
- ✓B. Scope of Work & Budget (phase 1, recommended for CP funding; 2 pp.)
- ✓C. Project Phasing: Site Plan, Sources & Uses of Funds (all phases and funders; 5 p.)
- D. Newsletter article: Museum/community celebration of Warren House history (2 p.)
- E. Affordable Housing at Warren House (1 p.)
- F. Letters of support (4 pp.)
- G. December 2008 original proposal to the CPC (approx. 100 pp.)

Appendix:

DETAILED FINDINGS on FUNDING ELIGIBILITY & PRIORITIES

Community Preservation Act (MGL ch. 44B)

A case might be made that physically preserving this historic building will also preserve the affordable housing it contains. Preservation of affordable housing is an allowable use of CP funds, even if the housing was not originally acquired or created with CP funds. However, as advised by the Newton Law Dept., the CPC has chosen to recommend all funding for this project under "historic resources."

Newton Plans & Priorities

Community Preservation Plan

The Warren House proposal meets the following goals in this *Plan*:

Overarching Goals

1. Contribute to the preservation of Newton's unique character, boost the vitality of the community, and enhance the quality of life for its residents.
2. Serve more than one CPA category ...
4. Leverage other public and/or private funds.
5. Preserve a resource or opportunity that would otherwise be lost.
7. Demonstrate strong community support.

Historic Resources Goals

1. Support the preservation and/or restoration of municipally owned resources that are on the National or State Historic Registers. ...
3. Encourage protection of resources that retain their historic integrity, in terms of location, context, design, style, workmanship, and materials.
4. Enable access to the resource by the public, including access by disabled residents.

Community Housing Goals

1. Help Newton make 10% of its housing stock affordable to those at or below 80% of median income.
2. Create community housing that is well designed, of decent quality and based on sound planning principles ...
4. Keep new units affordable for the long term and in perpetuity where possible.
5. Demonstrate that the amount of requested CPA funding as well as the total public subsidy requested is reasonable ... For example, it may be reasonable to support a higher public subsidy to enable the creation of housing serving lower income groups.
6. Show that the proposal ... could not otherwise be economically feasible without CPA funds.
7. Avoid displacement of current residents.
9. Reuse previously developed sites for community housing ...

Comprehensive Plan

Warren House is an excellent example of the "adaptive reuse" of the city's historic resources, which is strongly supported by the Newton's current *Comprehensive Plan*: "The ways in which Newton uses its historic resources [should] match the depth and breadth of the resources themselves. ... **Historic buildings** and landscapes are already used throughout the City for **affordable housing**, economic development, and recreation. Ironically, many of these uses are not recognized as historic preservation or adaptive reuse, perhaps because these projects depend less on preservation regulations and review than on proactive planning."

DISCUSSION

Community character: Warren House represents a period in Newton's development, after 1920, when automobiles began to encourage residential development, and major new public buildings – such as schools and the new City Hall – were sited mostly outside traditional village centers, wherever

developable sites were available. Placement on its site, size, architectural details – including the cupola, and its original use as a junior high school – when that was still an experimental idea, all make Warren House a visible symbol of Newton's historic commitment to innovative public education. In addition, Warren House's current use represents the diversity that is so strongly valued by many Newton residents, but which is very much threatened by market forces.

Leverage: CP funding is critical to this project, but the bulk of the funding for preservation and rehabilitation work at Warren House is anticipated to come from other sources. Many avenues of additional funding remain open, but for several reasons these funds are on a slower timeline and cannot be used to meet the building's immediate and increasingly urgent needs.

Urgency: Warren House now urgently requires work that has long been deferred for financial reasons – both when it served as a public school, and during its early 1990s conversion for housing. Since NCDF first requested CP funds for Warren House in 2006, several deteriorated pieces of cast stone have detached from the roofline and fallen onto the sidewalks below (fortunately, no one has been injured). Decorative concrete (cast stone) was still experimental when Warren House was built; preservation architects often find it necessary to use newer mixes or techniques when replacing this material.

Cost/efficiency: The expected useful lifetime of many materials called for in this project is 50-75 years (the copper sheathing should last 50 years, the slate roof at least 75). Most materials that cost less to begin with are not only historically inappropriate, but are likely to prove more expensive in the long run because they require replacement in 20 years or less.

Accessibility: As the February 2006 community history celebration showed, Warren House is now fully accessible. That event brought together former teachers and students with current residents, in a warm and inviting atmosphere. NCDF has offered to host similar community open house events in the future, so the general public can appreciate at close hand how both the original conversion project and NCDF's ongoing stewardship have preserved this former school's historically significant interior features, as well as the exterior features addressed by the current proposal.

Housing goals: Although the CPC is not recommending this project for housing funds, Warren House provides 21 units affordable to households with at most 50% of the area's median income. Such units are difficult to produce and even more difficult to replace if they are lost. NCDF expects to extend affordability on all these units to the full term of its ground lease with the City of Newton. Finally, the proposed project will not only avoid displacing current residents, but will reward their impressive loyalty to Warren House, which has been tested by having to move out of their units during past, temporary repairs (for some residents, more than once).

As of 6 April 2009

WARREN HOUSE Preservation & Rehabilitation
Phase I (2009) SCOPE of WORK

ESTIMATED COST

Roof replacement and above roofline renovations at East and West Balconies of the South Wing, South Wing main roof, and North Wing main roof.

Provide and maintain temporary staging, portable lift, shoring and protection as required to perform the work. Provide temporary weatherproof and waterproof building enclosures at locations of wall removal and maintain in place until work is complete.	\$100,984
Remove existing balcony railings, partitions and balcony synthetic wood decks and store for reinstallation. Repair decks as necessary prior to reinstallation after new roof system is in place.	\$57,500
Power-wash and clean all masonry and cast stone components above the roofline to remove algae growth and staining (algae, carbon staining, efflorescence) prior to performing work.	<i>Factored into repair costs below</i>
Prior to initiating the roof replacement, perform all above roofline brick masonry and flashing repairs as outlined below:	
** Remove and replace all cracked and spalled brick masonry units as indicated in the Contract Drawings.	\$11,069
** Cut and repoint all areas of open, cracked or deteriorated masonry mortar joints and remove all previous mortar repairs made with sealant where indicated in the Contract Drawings. (Includes 100% repointing)	\$206,281
- Remove and dispose of all sheet metal flashings except existing through wall flashings at the base of the rising walls and parapets. Existing through wall flashings will remain in place and be cut back/bent up as shown in the Contract Drawings.	<i>Factored into installation of flashing cost below</i>
** Install new through wall flashings along the base of the brick masonry wall. Install new reglet flashings at balcony door thresholds. Tie in through wall flashings and reglet flashings. (East and West Wing Balcony)	\$34,572
Remove and replace through wall flashings above the balcony doors and at cast stone reliefs as indicated in the Contract Drawings. (East and West Balcony)	\$36,053
** Repair deteriorated cast stone where indicated in the Contract Drawings (crack and spill repair and repointing).	\$13,009
** Replace deteriorated cast stone parapet and gable coping stones where indicated in the Contract Drawings.	\$5,750
** Install new through wall flashings and step throughwall flashings where indicated in the Contract Drawings. (North and South Wings)	\$60,720
** Remove existing plexiglass at all chimney louver locations. Install flashings at louvers as indicated in the Contract Drawings.	\$7,188
** Repairs at the Tower including, but not limited to crack repairs to at the stucco base, closing/sealing of sheet metal corner joints, and resetting/realigning sheet metal balustrade.	\$61,813
** Clean and restore masonry and cast stone surfaces where repairs were made after completion of the work.	<i>Factored into repair costs above</i>
SUBTOTAL	\$594,938

Additional Work on Low Sloped Roofs - East and West Balconies:

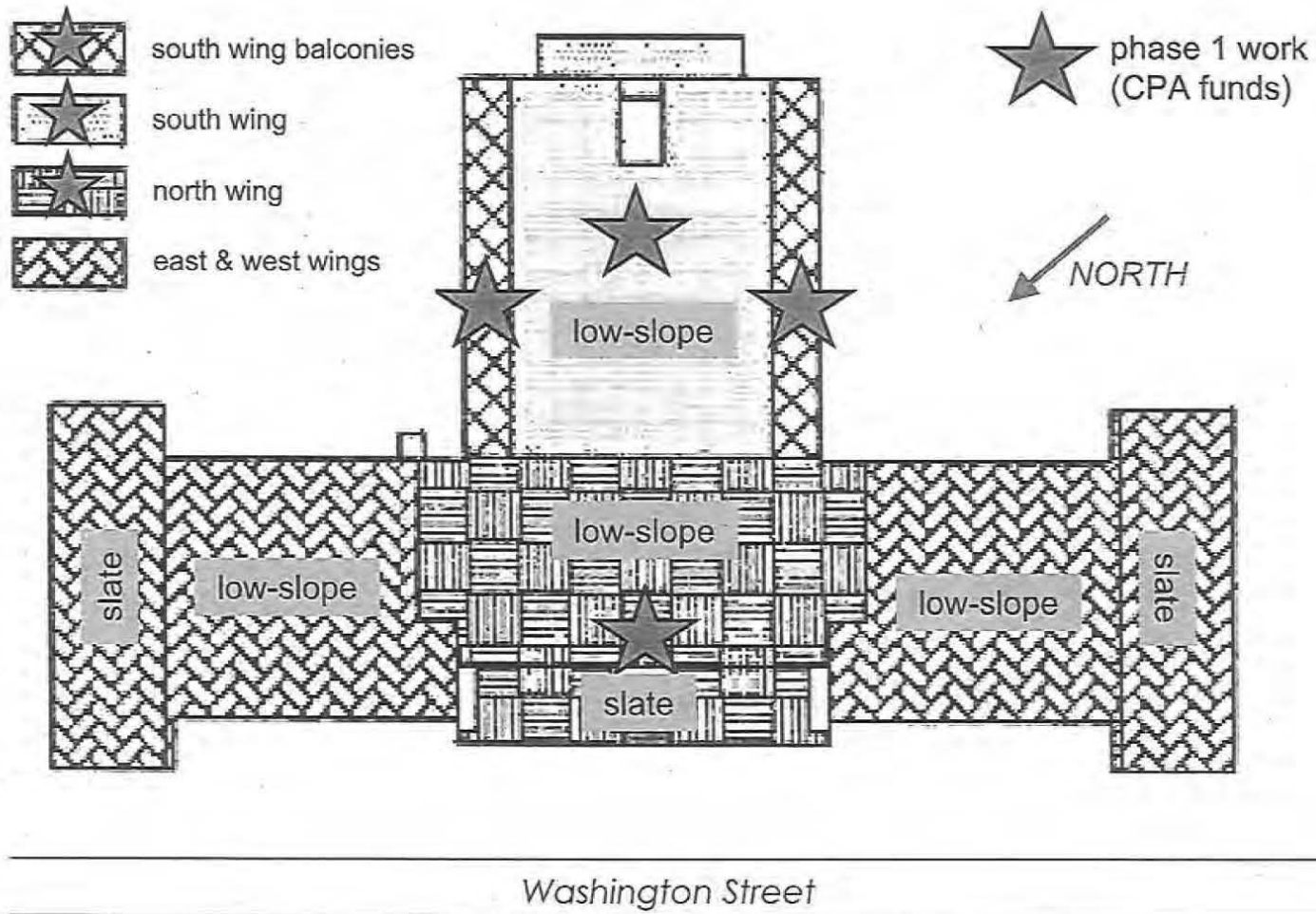
Remove and dispose of all existing underlying wood decking (underlying wood decking refers to the original walking surface which has recently been covered with new synthetic wood walking surfaces) and supports, EPDM roof membranes, insulation, built-up roof membrane, and insulation boards down to the existing roof deck.	\$46,173
Remove and replace all roof drains. Clean drains to provide a free flowing roof system.	\$25,875
Install overflow scuppers where indicated in the Contract Drawings.	\$12,938
Install baseboard, tapered insulation, coverboard, thermoplastic roof membrane, protection layer with a drainage plain, extruded polystyrene insulation and filter fabric at each of the roof areas.	\$57,620
** Install copper caps at the parapets and associated flashings as indicated in the Contract Drawings.	\$27,169
Remove and replace all sealant joints at locations indicated in the Contract Drawings.	\$4,140
Provide/Install new wood blocking/supports for the synthetic wood decking. Install walkway pads underneath all support locations.	<i>Factored into installation of inverted roof system.</i>
SUBTOTAL	\$173,914

WARREN HOUSE Preservation & Rehabilitation	
Phase I (2009) SCOPE of WORK	ESTIMATED COST
Additional Work on Low Sloped Roofs - South and North Wing:	
Remove and dispose of all existing ballasted EPDM roof membranes, and insulation boards down to the existing roof deck.	\$51,014
Remove and dispose of all sheet metal flashings except existing through wall flashings at the rising walls and parapets. Existing through wall flashings will remain in place and be cut back/bent up as shown in the Contract Drawings.	<i>Factored into installation of flashing cost below</i>
Remove and replace all roof drains. Clean drains to provide a free flowing roof system.	\$10,781
Remove and reset existing wood decks/sleepers.	\$31,625
** Remove and replace cracked skylight glazing domes where indicated in the Contract Drawings. (South Wing only)	\$5,175
Raise existing through roof deck penetrations, such as vents, fans, smoke hatches, etc. as required to provide a minimum eight-inch flashing height above the finished roof system.	<i>Factored into installation of roof system</i>
Install baseboard, tapered isocyanurate insulation, moisture resistant gypsum coverboard, and a thermoplastic roof membrane.	\$107,703
** Install copper caps at the parapets and associated flashings as indicated in the Contract Drawings.12	\$60,806
Insulate and wrap duct work where indicated in the Contract Drawings.	\$2,444
SUBTOTAL	\$269,548
Additional Work on Sloped Roofs-South and North Wing:	
Remove and dispose of the existing slate roof shingles, felt underlayments, sheet metal gutters, rake edges and step flashings down to the existing wood roof deck.	\$15,057
Supply all necessary chutes, disposal facilities, transportation and labor necessary to dispose of all demolished materials, dirt, and debris off-site in a legal dumping area. The Contractor shall obtain all permits necessary to transport and dispose of all materials, rubbish and debris.	<i>Factored into General Conditions - Item No. 1</i>
Provide temporary protection of roof systems and personal property below.	<i>Factored into General Conditions - Item No. 1</i>
Remove and replace designated sections of deteriorated wood roof deck. Deck replacement shall be performed as a Unit Price scope of work.	\$1,779
** Install new modified bitumen flashings, underlayments, sheet metal flashings, copper valleys, copper ice bell, copper ridges and slate roofing shingles.	\$43,912
** Install snow tabs as required by the manufacturer.	\$9,574
Install snow tabs as required by the manufacturer.	\$4,600
Clean all debris from the roof system.	<i>cost</i>
SUBTOTAL	\$74,921
TOTAL	\$1,113,321
** Work specifically required to meet the Sec'y of the Interior's <i>Standards for the Treatment of Historic Properties</i> . All other work (site prep.,demolition, etc.) supports this work, or is required to preserve the building envelope by repairing or preventing water damage.	

As of April 2009

Warren House

Preservation & Rehabilitation Phasing Plan



4 Jan 2010, CONFIRMATION COPY from CPC staff

Affordable Housing at WARREN HOUSE

Affordable Units at Warren House		
<i>all affordable to low-income households (max. 50% of area median income)</i>		
no. of bedrooms per unit	current occupants have rental assistance (vouchers)	current occupants do not have rental assistance
1 bedroom	4	0
2 bedrooms	13	1
3 bedrooms	3	0
TOTAL units	20	1

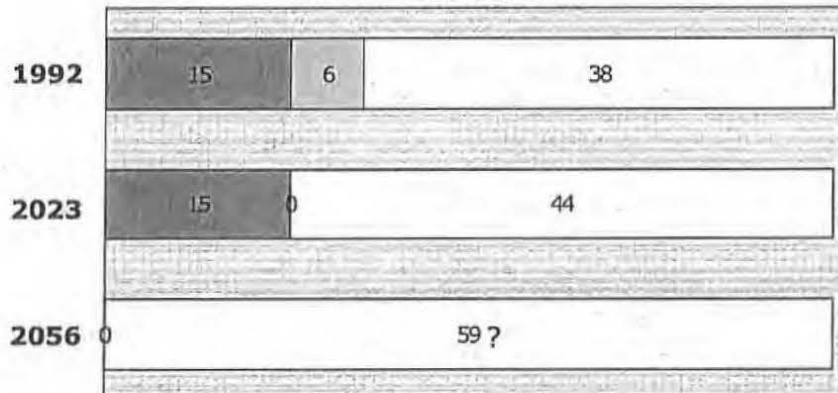
Warren House has a total of 59 units plus a daycare center. Space for the daycare center will be provided on the terms required by the Ground Lease, at a rent of \$1 per year, through the term of the lease.

Of the 59 living units, 21 are affordable and 38 are market rate. 17 of the affordable units have more than 1 bedroom and therefore serve families.

The Warren House Special Permit requires that 15 units be affordable to households with up to 50 percent of area-wide median income through the term of the ground lease. The other 6 units are affordable at the same income level through 2023, due to 30-year restrictions imposed by MassHousing and the federal Low Income Housing Tax Credit Program. Refinancing of the property in the near term will allow NCDF to extend these 6 restrictions to the full term of the lease.

Timeline

KEY	
affordability guaranteed by special permit through 2056	
affordability guaranteed by deed restrictions through 2023	
market-rate	



NCDF's ground lease with the City of Newton runs through 2056. When the lease expires, the status of all 59 units is uncertain.

Client#: 524558

WSAIKENI

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/15/2009

PRODUCER USI Ins Serv of MA, Inc 12 Gill Street Suite 5500 P.O. Box 4043 Woburn, MA 01888	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED W. S. Aiken Inc. 224 Crescent Avenue Chelsea, MA 02150	INSURERS AFFORDING COVERAGE
	INSURER A: Aspen Specialty Insurance Co	10717
	INSURER B: United Specialty Insurance Company	12537
	INSURER C: Continental Casualty Company	20443
	INSURER D: National Fire Insurance Co. of Hartford	20478
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CR2712709	06/01/09	06/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Waiver of Coll Deductible	2093140773	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	QCXA4DJ908	06/01/09	06/01/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2093140790	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional Insured and Waiver of Subrogation applies to all coverages

Project: Roof Replacement and Associated Work Warren House, 1600

Washington Street, Newton, MA.

Warren House Associates Limited Partnership and Newton Community

(See Attached Descriptions)

CERTIFICATE HOLDER

Warren House Associates Limited
 Partnership c/o Newton Community
 Development Foundation
 425 Watertown Street, Suite 205
 Newton, MA 02458

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

4 Jan 2010, CONFIRMATION *E. C. Gould Jr. Staff*

DESCRIPTIONS (Continued from Page 1)

Development Foundation are additional insured when required by written contract.