

**COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
NEWTON CULTURAL ALLIANCE AND THE CITY OF NEWTON**

This AGREEMENT made as of January 26, 2015, by and between The Newton Cultural Alliance, Inc., a Massachusetts corporation, having a usual place of business located at The Newton Cultural Alliance, P.O. Box 610225, Newton Highlands, MA 02461 (hereinafter "Grantee") and the City of Newton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through the Acting Director of Planning & Development or his designated staff, but without personal liability to him, (hereinafter the "City").

WITNESSETH THAT:

WHEREAS, the Grantee intends to rehabilitate the Nathaniel Allen House known and numbered as 35 Webster Street, West Newton, Newton, Massachusetts (hereinafter "the Property") into a community arts and cultural center (hereinafter "the Project"); and

WHEREAS, the Grantee has agreed to expand the preservation restriction on the Property currently held by the Newton Historical Commission to meet current historic preservation standards and include any historically significant interior features, and

WHEREAS, In accordance with the Community Preservation Action ("CPA"), the Grantee applied for and received approval from the Community Preservation Committee ("CPC") and the Board of Aldermen, upon the Funding Recommendation of the CPC, for a grant in the amount of \$300,000, subject to certain conditions set forth herein; and

NOW THEREFORE, the parties do mutually agree to the following:

1. Subject Matter. This Agreement sets forth the terms and conditions under which the Grantee shall receive funding from the City in the amount of Three Hundred Thousand

(\$300,000) Dollars. The Grantee agrees to use such funding in accordance with the terms and conditions of the approval of the Board of Aldermen (Attachment A) and the Funding Recommendation of the CPC ("Attachment B").

2. **Scope of Work.** The Grantee agrees that the funding in the amount of Three Hundred Thousand (\$300,000) Dollars shall be used for the preservation and rehabilitation of the Property in accordance with the Scope of Work as described in the Grantee's funding proposal dated July 25-29, 2014, or in any subsequently revised version of that document that has been approved in writing by the Newton Historical Commission and CPC, or their designees, prior to the start of any on-site work to be paid through this Agreement.

3. **Conditions Prior to Initial Request for Payment**

Prior to requesting the initial release of CPA funds under this grant,

- (a) The Grantee shall have delivered to the City a timeline which sets forth the expected date for notice to proceed to issue from the Grantee to its general contractor to commence construction and the expected date for completion.
- (b) The Project shall be complete no later than 18 months from the latest date of appropriation of CPA funds, unless the Grantee receives a further extension of this deadline granted in writing by the CPC or its designee.
- (c) The Grantee shall obtain from the City of Newton Planning & Development Department, with respect to construction involving any elements of the buildings or landscape on the Property, a certification that the final Scope of Work described in the final architectural drawings and specifications for construction are in compliance with *The Standards for Rehabilitation stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties* codified in 36 C.F.R. Part 68.

4. **Requirements for Payment Requests and Release of Grant Funds.**

The Grantee may submit monthly requests for payment, together with copies of invoices from the Grantee's contractor(s). Such requests and supporting documentation shall be submitted to:

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

- (a) **Use of restricted funds:** The Grantee shall not request payment from CPA funds for the cost of any item within the Scope of Work required for the preservation and rehabilitation of the Property for which the Grantee has also received a donation, bequest or grant specifically restricted to or designated for that item from a source other than its grant of CPA funds from the City.
- (b) **Submissions required with all payment requests:** With each request for payment, the Grantee shall submit to the Planning Department a status report showing current projected date of occupancy and percentage completion of tasks from the Scope of Work/specifications in 4 (d) below, as well as any changes made in that scope of work; and a summary of expenditures to date, in a format based on the original approved project budget (to permit clear comparison of planned and actual expenditures).
- (c) **Documentation of non-construction costs:** Each request for payment of non-construction costs shall include copies of invoices for which the Grantee seeks payment, such as architect's or contractor's invoices, or copies of other paid bills for costs within the scope of work described in the Grantee's Proposal to the CPC (Attachment F), which were incurred after the date of funding approval by the Board of Aldermen (Attachment A).
- (d) **Prerequisites for payment of construction costs:**
Prior to submitting its first request for payment of construction costs, the Grantee must meet the following conditions:
 - (i) A construction contract shall be procured using the following procedure: the Grantee shall submit to the City of Newton Purchasing Department a list of 6 qualified contractors, full specifications and scope of work, and a

Request for Quotes (RFQ). The City of Newton Purchasing Department shall: review and approve the RFQ and any required amendments; solicit quotes by distributing the final RFQ and all amendments to all 6 contractors on the Grantee's submitted list; review all quotes received, and approve the Grantee's acceptance of the lowest responsive and responsible quote received.

The Grantee acknowledges that this procedure is an exception to the City's general procurement policy for private organizations receiving grants of City CPA funds, which policy the City has waived for this specific project based solely on unique and exigent circumstances.

- (ii) The Grantee shall obtain all necessary zoning relief and waivers from the City's Board of Aldermen/Zoning Board of Appeals, Massachusetts State Building Code and the Massachusetts Architectural Access Board and submit evidence of such relief and waivers to the Planning Department.
 - (iii) The Grantee shall submit to the Planning Department a copy of its final, executed construction contract and any required demolition, building or other permits.
- (e) **Approval of payment for construction costs:** After inspection of construction work by the City of Newton, and approval of the Grantee's request for payment for the cost of that work, the City shall make a periodic progress payment to the Grantee in the amount of the invoice attributable to the completed portion of the work.
- (f) **Approval of donated materials and work:** The City encourages the Grantee to solicit and accept donations of material and/or work. However, the City must approve plans and specifications for such donations prior to the installation of such donated materials or commencement of the donated work, and must certify the quality of the installed donated material and/or completed donated work, prior to approving any subsequent requests from the Grantee for payment of construction or other costs that would prevent the donated material and/or donated

work from being rejected by the City if such material and/or work is unacceptable.

(g) **Conditions for Final Release of Funds**

Prior to the release of the final \$30,000 (10%) of CPA grant funds, the Grantee shall submit to the City in writing and present to the CPC in person a final project report, including

- a copy of the certificate of occupancy
- certification by the Project Architect that the Project was completed in accordance with the final approved plans
- a table comparing the costs and sources in the original approved Project budget to the actual costs and sources, with a short narrative explaining the differences
- analysis of Project results, including a summary of the Property's uses and users during the "partial occupancy" phase of the Project

(h) Once the final report has been submitted and presented, the Grantee shall submit to the City a request for payment in full of any remaining balance of approved Project costs, together with copies of invoices from the Grantee's contractor(s). Payment of any remaining balance shall be made to the Grantee within thirty days, subject to final inspection and approval of the work by the City. In the event any dispute arises concerning the work, an equitable amount shall be retained pending resolution thereof.

(i) **Conditions Subsequent to Initial Receipt of Funds.**

- (i) The Grantee shall return to the City's Community Preservation Fund any portion of the grant funds not used for the Project.
- (ii) Prior to requesting the release of any funds appropriated through the City's Community Preservation Program for the Nathaniel Allen House, beyond the \$300,000 covered by this agreement, the Grantee agrees to convey to the City, in a form acceptable to the Newton Historical

Commission, approved by the Secretary of the Massachusetts Historical Commission and recorded at the Middlesex South Registry of Deeds, an expanded, perpetual historic preservation restriction on the Property, which shall prohibit modifications to the entire exterior and designated historic interior features of buildings, the surrounding historic landscape, and any new construction, except upon approval by the Newton Historical Commission or its designee.

5. **Insurance Requirements** The Grantee shall keep the Property insured at all times and in such amounts as deemed reasonable and prudent in accordance with the terms of the preservation restriction, standard construction practices and in compliance with Attachment E hereof.

6. **Recapture of Funds.**

(a) In the event the Grantee uses any portion of the \$300,000 grant received pursuant to the terms of this Agreement for purposes other than the preservation and rehabilitation of the Property as described in the final Scope of Work approved under Paragraph 2 of this Agreement, in the approval of the Board of Aldermen, or in the Funding Recommendation of the CPC, then the Grantee shall reimburse the CPC the amount of such portion so used, and the Mayor or the CPC may take such steps as may be necessary, including legal action, to secure repayment of such amount.

(b) In the event that the Grantee sells the Property or the Property undergoes a material change in use from the uses described in the Grantee's November 2013-July 2014 proposals to the CPC, the Mayor or the CPC may at their discretion take such steps as may be necessary, including legal action, to secure repayment

of all CPA funds granted and spent to date.

7. **Record Keeping.** The Grantee agrees to keep such records as are kept in the normal course of business and as may be required in writing by the City. The CPC or its designee shall have full and free access to such records with respect to utilization of the proceeds of this Agreement.

8. **Termination.** If, at any time, the Grantee is in violation of any of the terms of this Agreement, the City may deliver to the Grantee a notice of default. The Grantee shall have thirty (30) days within which to cure such default, or, if such default cannot be cured within thirty days, such reasonable time as the parties mutually agree may be required to cure such default. At the end of such period, if the Grantee has not cured the default, the Mayor shall have the right to terminate this Agreement upon written notice to the Grantee and may pursue all rights and remedies available at law or in equity.

9. **Compliance with Applicable Laws.** The Grantee shall comply with all applicable local, state and federal laws, ordinances, regulations or codes during the term of the Project.

10. **Equal Opportunity.** The Grantee shall comply with all applicable local, federal and state laws governing discrimination and equal opportunity.

11. **Monitoring.** The Grantee shall respond promptly to periodic requests from the CPC or its designee for updates on the project's status, including any reasonable request for information not already included with the Grantee's payment requests. The CPC or its designee shall periodically evaluate the performance of the Grantee and may make a determination as to whether the Grantee has conformed with this Agreement and has a continuing capacity to carry

out the funded activities in the manner required pursuant to this Agreement. On reasonable notice, during normal business hours and as often as reasonably necessary, the Grantee shall make available all such records and documents as requested by the CPC or its designee for monitoring the project and auditing the expenditure of the monies received by the Grantee on account of the \$300,000 grant. The CPC or its designee may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and such documents relating to all matters covered by this Agreement as may be reasonably required to monitor the project and audit expenditures on account of the \$300,000 grant, excepting only those documents which identify and contain confidential information regarding the Grantee's donors, which documents the Grantee at its option may redact to exclude such information.

12. **Successors and assigns.** The terms of this Agreement shall be binding on the Grantee's successors and assigns. The Grantee shall promptly provide notice to the City of any subsequent change in ownership of the Property.

13. **Conflict of Interest; Bonus and Benefit Prohibited.**

- (a) No member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Newton or the Commonwealth of Massachusetts, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the subject funding programs during his or her tenure or for one year thereafter, shall have any interest or benefit, direct or indirect, in any contract or subcontract, or in the proceeds thereof, in connection with this Agreement, including work to be performed.

- (b) The Grantee shall not pay a bonus, commission, or fee for the purpose of obtaining the City's approval of or concurrence to complete the work financed in whole or in part by this Agreement.

14. Indemnification. The Grantee shall indemnify, hold harmless, and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, and compensation, including attorneys' fees and interest arising out of or resulting directly from the Project undertaken pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damage costs, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which (2) is caused in whole or in part by any act or omission of the Grantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15. Notice. Any notice, demand, request, consent, approval, communication either Party is required to give to the other Party or any person shall be in writing and either served personally or sent by prepaid, first class mail to the respective addresses set forth below. Either Party may change its address by notifying the other Party of the change of address in writing.

To the City: Community Preservation Program Manager
 Department of Planning and Development
 City of Newton
 1000 Commonwealth Avenue
 Newton Centre, MA 02459

With copies to: Acting Director of Planning and Development
 Department of Planning and Development
 Newton City Hall
 1000 Commonwealth Avenue
 Newton Centre, MA 02459

City Solicitor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

To Grantee: The Newton Cultural Alliance
 P.O. Box 610225
 Newton Highlands, MA 02461

16. **Changes.** In the event that changes in the Project become necessary, including but not limited to, changes in scope, duration, or substantive changes in the proposed use of CPA grant funds, the Grantee shall request the change in writing from the CPC or its designee. Changes may only be made upon written approval by the CPC or its designee and incorporation into this Agreement as amendments.

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

Attachment A, Approval of the Board of Aldermen
Attachment B, Approval and Funding Recommendation of the CPC
Attachment C, Certificate of Authority
Attachment D, State Tax Attestation
Attachment E, Insurance Requirements
Attachment F, Grantee's CPC Proposal

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT in three sets to be effective when executed by His Honor the Mayor of the City of Newton.

GRANTEE:

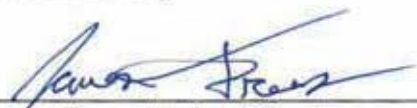
The Newton Cultural Alliance

By: 
Adrienne Hartzell

Date: 1/20/2015


Its: Managing Director

CITY OF NEWTON:

By: 
James Freas, Acting Director,
Department of Planning & Development

Date: 1/23/15

I certify funds are available in the amount of \$300,000 in Account 21B11419-5797 for this Agreement.

By: 
Comptroller of Accounts

Date: 1/23/2015

Approved as to legal form and character

By: 
Associate City Solicitor

Date: 1/23/2015

CONTRACT APPROVED

By: 
Setti D. Warren, Mayor

Date: 1/26/15

#277-14(2)

CITY OF NEWTON
IN BOARD OF ALDERMEN

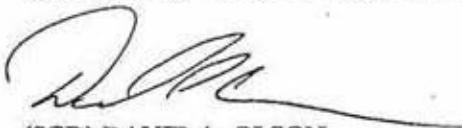
October 6, 2014

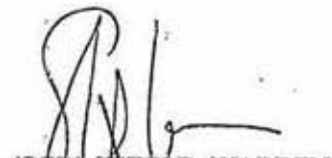
ORDERED:

That, in accordance with the recommendation of the Zoning and Planning and the Finance Committees through their respective Chairmen Marcia T. Johnson and Leonard J. Gentile, the sum of three hundred thousand dollars (\$300,000) be appropriated from the Community Preservation Act Fund historic preservation fund balance and expended under the control of the Planning & Development Department for a grant to the Newton Cultural Alliance for preservation and rehabilitation of the historic Nathaniel Allen House, as detailed in the proposal submitted to the Community Preservation Committee in July 2014 proposal for partial occupancy, phase 1, part 1 of a planned larger project, is hereby approved as follows:

From:	CPA Fund Balance – Historic Preservation	
	21-3321B.....	\$300,000
To:	Nathan Allen Preservation/Rehabilitation	
	21B11419-5797.....	\$300,000

Under Suspension of Rules
Readings Waived and Approved
23 yeas 0 nays 1 absent (Alderman Johnson)


(SGD) DAVID A. OLSON
City Clerk


(SGD) SETTI D. WARREN
Mayor

Date: 10/13/14

City of Newton

Setti D. Warren
Mayor

City of Newton, Massachusetts

Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.govJames Freas,
Acting Director

Community Preservation Committee FUNDING RECOMMENDATION for Allen House, Partial Occupancy

date: 2 September 2014

from: Community Preservation Committee

to: The Honorable Board of Aldermen

PROJECT GOALS & ELIGIBILITY

This project will address the critical preservation and rehabilitation needs of the historic Nathaniel Allen House (35 Webster Street, West Newton), including adding an accessible exterior entrance and restroom. By allowing active use of the main house and wing for arts education, public performances, and related purposes, this project will generate revenue for current maintenance while helping to build the community interest and financial support needed to complete the full Allen House preservation and rehabilitation plan outlined in the November 2013 proposal to the CPC from the building's owner, the Newton Cultural Alliance (NCA).

The Allen House is eligible for CPA funding because it has been on the National Register of Historic Places since 1977 and was designated as a local historic landmark by the Newton Historical Commission in 1998.

RECOMMENDED FUNDING

On 5 August 2014 the Community Preservation Committee voted 6-0 (members Michael Clarke and Thomas Turner absent) to recommend appropriating \$300,000 to the control of Newton's Director of Planning & Development for a grant to the Newton Cultural Alliance, to rehabilitate the Allen House for partial occupancy as described in NCA's 29 July 2014 submission to the CPC.

Allen House - Pre-Development & Partial Occupancy (Initial Phase)		
Uses		% of total
Pre-Development (purchase [\$250,000] and professional services for purchase & permitting)	\$701,950	13.8%
Partial Occupancy (Phase 1, Part 1 - partial rehab. of main house & wing; stabilize barn wall)	\$298,050	5.8%
Initial Phase Total	\$1,000,000	19.6%
Sources		
Capital Campaign (private donations)	\$350,000	6.9%
Bank Mortgage	\$350,000	6.9%
CPA	\$300,000	5.9%
Initial Phase Total	\$1,000,000	19.6%
Allen House - Future Phases of Full Project		
Uses		% of total
Phase 1, Part 2 & Phase 2 (full preservation & rehabilitation, incl. new elevator & landscape)	\$4,100,000	80.4%
Sources		
Capital Campaign (including private funding, Mass. Cultural Council or other foundation grants)	\$1,400,000	27.5%
State Historic Tax Credits (\$600,000 already awarded as of July 2014)	\$1,000,000	19.6%
CPA	\$1,700,000	33.3%
Future Phases Total	\$4,100,000	80.4%
FULL PROJECT TOTAL	\$5,100,000	100.0%

website www.newtonma.gov/cpa

contact Alice E. Ingerson, Community Preservation Program Manager

email aingerson@newtonma.gov phone 617.796.1144Preserving the Past  Planning for the Future

SPECIAL ISSUES CONSIDERED BY THE CPC

Funding Leverage: NCA's July 2014 summary of "uses & sources" lists CPA funding as less than 40 percent of the total for the full Allen House project. NCA has already raised more than twice as much from non-CPA sources for pre-development costs as the CPA funding requested in its initial, "partial occupancy" proposal. The CPC considers this high leverage for CPA funds appropriate for a privately owned building, although the Committee also recognizes that NCA's planned uses of the building will benefit the community at large.

Development & Operating Budgets: The CPC's two primary concerns about NCA's full proposal for Allen House have to do with budgets. First, it is difficult to judge whether the full project's construction budget is adequate without a 100% design as a basis for estimates. Second, the initial 10-year operating budget that NCA submitted for the full project included no contributions to a reserve for major, predictable future costs (replacing the roof, boilers, etc.). The CPC sees a replacement reserve as especially important for Allen House, where current preservation needs may reflect an ad hoc approach to this issue by some past owners.

Project Phasing: The CPC recognizes that both the final design and the operating budget for the full Allen House project depend critically on the property's future uses. The Committee also supports NCA's decision to address the full project's programming, design and fundraising challenges incrementally, in close collaboration with a steadily growing list of potential paying users for the property.

For the current "partial occupancy" proposal, the CPC therefore recommends waiving some of its usual prerequisites for the initial release of CPA funds, including: the commitment of all non-CPA funds needed to complete the full Allen House project; construction estimates based on a final, completed design for the full project; and a long-term operating budget for the full project that includes a replacement reserve. The CPC anticipates reinstating some of these requirements for subsequent Allen House funding requests.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

- ◆ **Project Scope & Return of Unspent Funds:** CPA funds must be used for the purposes described in the proposal received by the CPC in July 2014. Funds not spent or spent for any other purpose must be returned to Newton's Community Preservation Fund.
- ◆ **Sources & Allocation of Funds:** Funds should be appropriated from the Community Preservation Fund's historic resources fund balance and reserve, and if needed its general fund balance, and allocated 100% to historic resources.
- ◆ **Deadlines:** Construction should begin with 6 months and be completed within 18 months after the date of any Board order appropriating the recommended CPA funds, or by any extension of these deadlines granted in writing by the CPC officers on behalf of the full CPC.
- ◆ **Reporting:** NCA will provide the CPC and Board of Aldermen with project updates on request, and prior to release of the final 10% of CPA grant funds, will present a final project report in writing and in person to the CPC, including a comparison of budgeted-vs-actual expenditures.
- ◆ **Grant Agreement Key Provisions:** The release of appropriated CPA funds will be governed by a detailed grant agreement, which should include but not be limited to provisions extending the City's current preservation restriction on Allen House to protect historically significant interior as well as exterior features; requiring the City's Planning Dept. to certify in advance the compliance of all planned work at Allen House with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*; and allowing the City to require the repayment of CPA funds released for the "partial occupancy" project (Phase 1, Part 1) if that project fails to go forward, or if NCA sells and/or materially changes the uses of the Allen House property from those described in its November 2013–July 2014 proposals to the CPC.

KEY OUTCOMES

The Community Preservation Committee will evaluate this project based on completion of the "partial occupancy" project (Phase 1, Part 1) described in NCA's July 2014 submissions to the CPC by the deadlines above, without any request for additional CPA funding.

(Attachments to this recommendation are listed on the following page.)

13 August 2014, *DRAFT Newton CPC Recommendation for Allen House – Partial Occupancy* page 3 of 3

ATTACHMENTS (delivered to the clerks of the Programs & Services Committee and Finance Committee)

Attachments ~~struck out~~ below are posted separately on the CPC project webpage.

- Copy of CPC project webpage: www.newtonma.gov/gov/planning/cpa/projects/allen.asp

Links to additional information omitted from the Board's printed packet, including all written comments received by the CPC and minutes of all CPC public hearings and public meeting discussions of this proposal.

- ~~• Recent project updates from the sponsor to the CPC (25 July 2014 and 3 September 2014)~~
- ~~• Scope of work and budgets for "partial occupancy" proposal (29 July 2014)~~
- Summary of anticipated uses & sources for the full project and of sources & uses for all non-CPA funds raised to date (as of 29 July 2014 and 1 September 2014)
- ~~Project description, statement of historic significance, maps and plans from original proposal (November 2013) and public hearing presentation (January 2014)~~

**Newton Cultural Alliance
Allen House Sources and Uses
Non CPA Funds to 9/1/14**

Rec'd by CPC staff 3 September 2014

Allen House - Non-CPA Funding Through Early August 2014

Uses (as of August 2014)	amount	Sources (as of August 2014)	amount
Purchase of land and buildings (\$225K) + closing costs	\$250,000	MA Cultural Council Cultural Facilities Planning Grant	\$19,000
Legal fees: acquisition, Newton Historical Commission, zoning	\$130,000	Private donations	\$334,500
Professional services: architect, engineer, planning consultants	\$220,000	Village Bank line of credit	\$348,000
Operation expenses: finance, insurance, tax, utilities, maintenance	\$101,500		
TOTAL	\$701,500	TOTAL	\$701,500

Notes

1. Minor differences between this table and the 29 July 2014 "Uses & Sources" estimate for the full project reflect rounding and changes between the two dates.
2. This table does not reflect the planned acquisition of 406 Cherry Street, for which the seller accepted an offer from the Newton Cultural Alliance on 26 August 2014.

Rec'd by CPC staff 29 July 2014

Allen House - Project Phasing, July 2014					
phase	schedule	Uses (July 2014) locations & scope of work	cost	Sources (July 2014)	amount
Phase 1					
Phase 1, Part 1	2012/2013	Purchase building, legal process for acquisition, zoning, traffic study, engineering plans, architectural drawings and elevations	\$700,000	Capital Campaign Funds received and spent	\$350,000
				Village Bank Credit Line	\$350,000
		Make floors 1 and 2 of the main house usable for nonprofit offices, education, public programs; shore up failing barn wall	\$300,000	CPA request (initial)	\$300,000
Subtotal	Phase 1, Part 1		\$1,000,000		\$1,000,000
Phase 1, Part 2	by fall 2015	rehabilitate exterior of main house and servant's wing and install elevator, plumbing, electrical, some landscape	\$3,100,000	CPA	\$1,300,000
				MCC and/or private funding	\$1,050,000
				State historic tax credits*	\$750,000
Subtotal	Phase 1, Part 2		\$3,100,000		\$3,100,000
TOTAL	PHASE 1		\$4,100,000		\$4,100,000
Phase 2	2016 - 2017	rehabilitate ground & 2 floors of barn as multi use small theater, gallery, classroom	\$1,000,000	CPA	\$400,000
				State historic tax credits	\$250,000
				MCC and/or bank/private funds	\$350,000
Subtotal	Phase 2		\$1,000,000		\$1,000,000
PROJECT TOTAL			\$5,100,000		\$5,100,000

TOTALS by SOURCE

CPA	\$2,000,000
Private & bank funds (incl. credit line)	\$2,100,000
Historic tax credits	\$1,000,000
Total	\$5,100,000

Attachment C

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of:

Newton Cultural Alliance corporation; and that

2. Adrienne Hartzell is the duly elected

Managing Director of said corporation; and that

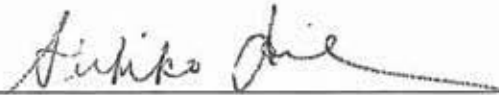
3. on 1/16/2015 at a duly authorized meeting of the Board of
(insert date of meeting)*

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

Adrienne Hartzell of this corporation
(NOTE: Should be same as No. 2 above)

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 or Secretary)

Name: Sachiko Isihara
(Please print or type name of Clerk/Secretary)

DATE: 1-20-2015
(insert date Certificate signed by Clerk or Secretary)**

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

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

Attachment D

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual



*** Contractor's Social Security Number (Voluntary) or Corporate Contractor (Mandatory) or Federal Identification Number

Print Name: Newton Cultural Alliance

By: Adrienne Hartzell

Date: 1/20/2015

Corporate Officer
(Mandatory, if applicable)

Print Name: ADRIENNE HARTZELL

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Attachment E

Insurance

1. General. The Grantee, and contractors and subcontractors engaged by the Grantee, its agents or designees to perform the site work and construction work, shall, at all times, be required to maintain insurance coverage consistent with the character of the Project. 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 include coverage for:

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

2. Property Insurance.

a. The Grantee shall be required to maintain such insurance as may be required by the Preservation Restriction Agreement. In the event of distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the structures, an amount of the proceeds not to exceed the amount of the grant of \$300,000 paid to the Grantee by the City hereunder, together with any future City funds provided for the preservation, restoration, and rehabilitation of the Property under the terms of this Agreement and any amendments thereto 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, the Grantee shall restore the Property unless the Grantee and the City determine that it is impossible or impractical to do so.

25 July-1 September 2014

Allen House

Partial Occupancy Proposal



from project sponsor:

- ♦ cover letter – updated project narrative
- ♦ for “partial occupancy” (start-up) funding request only: scope of work, development budget, operating budget (fiscal 2015 only), uses & sources of non-CPA funding to date
- ♦ for full project: updated phasing plan with uses & sources for each phase

Newton Cultural Alliance
1301 Centre Street
Newton, MA 02459

July 25, 2014

Community Preservation Committee
c/o Alice Ingerson, Community Preservation Program Manager
Newton Planning and Development Department
City Hall, 1000 Commonwealth Avenue
Newton, MA 02459

Re: Nathaniel Allen Homestead, 35 Webster Street, West Newton

Dear Alice and Members of the Community Preservation Committee:

Please find included in this email a presentation of our updated materials regarding the Newton Cultural Alliance's CPA application for the historic Nathaniel Allen Homestead located at 35 Webster Street in West Newton. Included are our most up to date planning documents regarding our request to discuss on August 5, 2014, our hopes to receive an allotment of CPC funding to assist us in getting the building up and running in the short term. Included here description of the scope of work, a development budget for this early phase, a short term operating budget, and a schedule including sources and uses for the full project.

We look forward to presenting this to you soon.

Very truly yours,

Adrienne

Adrienne Hartzell
Acting Managing Director

July 25, 2014

Nathaniel Allen House (NAH)

Partial Occupancy Proposal – Scope of Work

Overview

The proposed partial occupancy phase of the project is intended to enable NCA to begin to operate limited non-profit educational programs at the property in the first and second floor of the main section of the house. The rear servant's quarters wing and barn will not be used and will be securely closed off from the occupied portion of the house and reserved for future use. The existing caretaker's apartment will continue to be occupied by an NCA staff member.

The proposed scope of rehabilitation work is based on the requirements of the Existing Building Report and divided into several categories: 1.) life safety, 2.) envelope stabilization, 3.) handicap accessibility. This work will allow NCA and the Philharmonia to occupy the building and give life to it. It will also allow NCA to make the House a resource for the community and build public awareness and participation as we work on the capital campaign.

We just received a second award of \$300,000 from Massachusetts Historical Commission, bringing the total tax credits committed to the project to \$600,000. That will be worth \$500,000 in equity once we can complete a full rehabilitation of the building. Our plan is to make the House useable now, continue to work on the capital campaign and securing additional tenants and come back to the CPC when we are ready to proceed with a fuller rehabilitation plan.

1.) Life Safety Improvements will include the following:

Dead Tree Removal

Remove the dead trees and stumps, primarily ash, which Mark Welch identified to prevent limbs and branches from continuing to fall presenting a significant hazard to occupants of the site and the buildings. A large limb fell on the barn about a year ago damaging the roof. (\$30,000)

Fire Alarm System

Install a new fully compliant, addressable and networked fire alarm system within the spaces of the house proposed for occupancy to ensure the safety of all who come to the building as well as protect the building itself. Temporary fire alarm detection devices acceptable to NFD will be installed in the servant's quarters and barn to ensure that any fire in the unused portion of the building will never pose a hazard to persons or property in the building. When the servant's quarters and barn are renovated for use, then the fire alarm system will be updated to a fully compliant system. (\$35,000)

Site Access Improvements for NFD

The widening of the Webster Street and Cherry Street driveways and curb cuts will be completed as was approved by NFD as part of the site plan review process. This will greatly improve access for fire-fighting equipment to the site. (\$9,000)

Sprinkler System (deferred)

A 24 month waiver will be sought from NFD to defer the installation of a fully compliant sprinkler system and new hydrant in the Webster Street driveway until the site work which includes the utility construction and foundation replacement are completed which will enable the installation of the sprinkler system. It is not feasible to install the new utilities including the fire service line until the excavation and foundation work has been completed.

Exit Improvements

Repair second means of egress stairway in the main house, including replacing the existing deteriorated exit door unit, porch landing and exit stairway on the east side of the house that discharges at the Webster Street driveway. Repair four doors within the first and second floors of the house that have been sealed shut in order to make it easier to access exits in case of an emergency. (\$13,000)

Emergency Lighting and Exit Signs

Replace missing and/or install new lighted exit signs and emergency lights where required throughout the occupied portion of the building. The handicap exit will be marked with an Exit sign indicating the universal accessible symbol. (48 @ \$300/each, \$14,400)

2.) Envelope Stabilization will include the following:**Temporary Roof Repairs**

Identify and repair isolated roof leaks. Although the entire roofing system is intended to be repaired, temporary spot repairs to protect the structure from water damage is proposed as an interim measure. The full roof replacement cannot be undertaken until the masonry chimney repairs and reconstruction of the wood cornice and gutters at the entire structure are also completed. (\$20,000 budget)

Main Webster Entrance Porch Roof

Replace existing metal roof, gutter and cornice with new soldered copper roof and new painted wood cornice and copper downspout. (\$24,000)

West Porch and Spiral Stairway Demolition

Remove and dispose of the deteriorated west side porch and the attached spiral stairway which poses a hazard to occupants of the property. Repair the building siding and paint where the porch is removed. (\$12,500)

Window and Door Repairs

Repair the several damaged or missing window sash as well as broken window glass panes throughout the occupied and unoccupied portions of the structure. Restore the double hung window where the west porch was removed. Repair the main entrance door at Webster Street driveway and install new locks. A comprehensive rehabilitation of the doors and windows is proposed for a subsequent phase, but these proposed repairs will secure the building against intruders, prevent the entry of pests and prevent the loss of heating during the partial occupancy phase. (\$8,300)

(Scope of work continues on next page.)

3.) Handicap Accessibility Improvements will include the following:**Temporary Accessible Entrance**

Install a new accessible entrance door unit, widen the existing entry porch and install a temporary handicap ramp on the west side of the house in order to create a temporary accessible entrance (and exit) for persons with disabilities. A time variance was obtained from the Massachusetts Architectural Access Board (MAAB) to allow the use of this temporary ramp and entrance until the permanent accessible entrances are constructed in a subsequent phase of the work. The handicap entrance door will be marked at the interior with an Exit sign indicating the universal accessible symbol. (\$17,500)

Handicap Accessible Toilet Room

Construct one fully accessible single user toilet room on the first floor of the house according to the plans for use by persons with disabilities who come to the NAH for programs. (\$15,000)

Fire Alarm Signals

The new fire alarm system will include signaling devices to notify persons with a variety of disabilities if there is an emergency that requires the need for evacuation.

Subtotals

1.) Life Safety Improvements	\$ 101,400
2.) Envelope Stabilization	\$ 64,800
3.) Handicap Accessibility	\$ 32,500
Subtotal	\$ 198,700
Contingency (15%)	\$ 29,805
General Conditions (10%)	\$ 29,805
Soft Costs (A and E) (12%)	\$ 39,740
Grand Total	\$ 298,050

Newton Cultural Alliance	
	July 23, 2014
Nathaniel Allen House	
35 Webster Street	
West Newton MA 02465	
Partial Occupancy Proposal - Development Budget	
	Cost
1.) Life Safety Improvements	
Dead Tree Removal	\$30,000
Fire Alarm System	\$35,000
Site Access Improvements for NFD	\$9,000
Sprinkler System	<i>deferred</i>
Exit Improvements	\$13,000
Emergency Lighting and Exit Signs	\$14,400
Subtotal	\$101,400
2.) Envelope Stabilization	
Roof & Wall Repairs	\$20,000
Main Webster Entrance Porch Roof	\$24,000
West Porch and Spiral Stairway Demolition	\$12,500
Window and Door Repairs	\$8,300
Subtotal	\$64,800
3.) Handicap Accessibility Improvements	
Temporary Accessible Entrance	\$17,500
Handicap Accessible Toilet Room	\$15,000
Fire Alarm Signals	
Subtotal	\$32,500
Cost Totals	
Life Safety Improvements	\$101,400
Envelope Stabilization	\$64,800
Handicap Accessibility Improvements	\$32,500
Subtotals	\$198,700
Contingency (15%)	\$29,805
General Conditions (15%)	\$29,805
Soft Costs (20%)	\$39,740
Grand Total	\$298,050

**Newton Cultural Alliance
Allen House Sources and Uses
Non CPA Funds to 9/1/14**

Rec'd by CPC staff 3 September 2014			
Allen House - Non-CPA Funding Through Early August 2014			
Uses (as of August 2014)	amount	Sources (as of August 2014)	amount
Purchase of land and buildings (\$225K) + closing costs	\$250,000	MA Cultural Council Cultural Facilities Planning Grant	\$19,000
Legal fees: acquisition, Newton Historical Commission, zoning	\$130,000	Private donations	\$334,500
Professional services: architect, engineer, planning consultants	\$220,000	Village Bank line of credit	\$348,000
Operation expenses: finance, insurance, tax, utilities, maintenance	\$101,500		
TOTAL	\$701,500	TOTAL	\$701,500
Notes			
1. Minor differences between this table and the 29 July 2014 "Uses & Sources" estimate for the full project reflect rounding and changes between the two dates.			
2. This table does not reflect the planned acquisition of 406 Cherry Street, for which the seller accepted an offer from the Newton Cultural Alliance on 26 August 2014.			

Newton Cultural Alliance	
Nathaniel Allen House	
Operating Budget FY 15 (Partial Occupancy)	
24-Jul-14	Forecast
Account Data	FY15
INCOME	
Allen House Donations - Friends org	\$30,000
TOTAL Donations	\$30,000
Newton Cultural Alliance	\$10,000
Newton Philharmonia	\$10,000
Other rentals	\$12,000
TOTAL Building rental income	\$32,000
TOTAL Income	\$62,000
EXPENDITURES	
Annual Contracts	
Cleaning-regular	\$1,000
Cleaning Supplies	\$200
Fire Alarm	\$2,500
yard/snow maintenance	\$8,000
Trash removal	\$2,000
TOTAL Annual Contracts	\$13,700
Repairs and Maintenance	
Electrical	\$824
Heating & Plumbing	\$1,236
Misc Repairs	\$2,575
TOTAL Repairs and Maintenance	\$4,635
Utilities	
Electricity	\$1,000
Oil	\$15,000
Gas	
Water / Sewer	\$1,000
TOTAL Utilities	\$17,000
Insurance/Permits	
Permits & Licenses	\$400
Property Insurance	\$8,000
TOTAL Insurance/Permits	\$8,400
Other expenses	
Mortgage Payment	
Interest Expense - credit line	\$16,000
TOTAL Other expenses	\$ 16,000
TOTAL Expense	\$ 59,735
Anticipated Net Income	\$2,265

Rec'd by CPC staff 29 July 2014

Allen House - Project Phasing, July 2014					
phase	schedule	Uses (July 2014) locations & scope of work	cost	Sources (July 2014)	amount
Phase 1					
Phase 1, Part 1	2012/2013	Purchase building, legal process for acquisition, zoning, traffic study, engineering plans, architectural drawings and elevations	\$700,000	Capital Campaign Funds received and spent	\$350,000
				Village Bank Credit Line	\$350,000
		Make floors 1 and 2 of the main house usable for nonprofit offices, education, public programs; shore up failing barn wall	\$300,000	CPA request (initial)	\$300,000
Subtotal	Phase 1, Part 1		\$1,000,000		\$1,000,000
Phase 1, Part 2	by fall 2015	rehabilitate exterior of main house and servant's wing and install elevator, plumbing, electrical, some landscape	\$3,100,000	CPA	\$1,300,000
				MCC and/or private funding	\$1,050,000
				State historic tax credits*	\$750,000
Subtotal	Phase 1, Part 2		\$3,100,000		\$3,100,000
TOTAL	PHASE 1		\$4,100,000		\$4,100,000
Phase 2	2016 - 2017	rehabilitate ground & 2 floors of barn as multi use small theater, gallery, classroom	\$1,000,000	CPA	\$400,000
				State historic tax credits	\$250,000
				MCC and/or bank/private funds	\$350,000
Subtotal	Phase 2		\$1,000,000		\$1,000,000
PROJECT TOTAL			\$5,100,000		\$5,100,000

TOTALS by SOURCE

CPA	\$2,000,000
Private & bank funds (incl. credit line)	\$2,100,000
Historic tax credits	\$1,000,000
Total	\$5,100,000

HOME / E-NEWSLETTER SIGN-UP / BECOME A MEMBER / DONATE

Uniting Culture & Community



About Us

History

Grants

Board of Directors

Nathaniel Allen House

Board of Directors

Incorporated in 2009 as a not for profit (pending) organization, the current board members are:

Thomas Concannon	Chairman, former Mayor, City of Newton
Laurel Farnsworth	President
Susan Paley (The Village Bank)	Treasurer
Sachiko Ishihara (Suzuki School of Newton)	Clerk
Joe Carella (Scandinavian Living Center)	Director
Vicki Danberg, Newton Alderman	Director
David Gasfriend	Director
Tessa Gordon	Director
Kay Khan, State Representative	Director
Emily Prenner, Community Leader	Director



Newton Cultural Alliance, P.O. Box 610225, Newton Highlands, MA 02461. 617.332.4300.
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Newton Cultural Alliance

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 610225

6 City, state, and ZIP code
Newton, MA 02461

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Adrian Hartger* Date ▶ *1/20/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.