

**COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
NEWTON CULTURAL ALLIANCE and the CITY OF NEWTON**

This AGREEMENT made as of 5 August 2016, 2016, 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 Act ("CPA"), the Grantee applied for and received approval from the Community Preservation Committee ("CPC") and the City Council, upon the Funding Recommendation of the CPC, for a grant in the amount of \$2,000,000 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 through its Community Preservation Fund in the amount of Two Million (\$2,000,000) Dollars. The Grantee agrees to use such funding in accordance with the terms and conditions of the approval by the City Council (Attachment A) and the Funding Recommendation of the CPC (Attachment B).
- 2. Scope of Work.**
 - (a) The Grantee agrees that the CPA funding in the amount of Two Million (\$2,000,000) 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 February 11, 2016, as a revision of the plans included in the original funding proposal dated November 15, 2013, subject to the Preservation Restriction Agreement and the plans and documents attached thereto, which is to be recorded at the Middlesex Registry of Deeds and which shall be incorporated herein by reference.
 - (b) The parties understand and agree that changes to the Scope of Work may become necessary during construction due to unanticipated discoveries regarding the condition of the building. The Grantee shall seek approval in writing from the Newton Historical Commission and the CPC, or their designees, for any significant required changes in the Scope of Work, prior to performing any construction which differs from the previously approved Scope of Work.

3. Requirements for Phased Release of Funds.

Prior to requesting the initial release of CPA funds under this grant, the Grantee shall submit to the Community Preservation Committee or its designee a certification signed by the Grantee's Treasurer, together with a copy of Grantee's latest fundraising report and additional documentation as described below, demonstrating that the Grantee has secured a commitment of the non-CPA amount and from the non-CPA sources required to release that phase of CPA funding.

The following documentation shall be submitted to the City to verify that the Grantee has secured non-CPA funds:

- (a) for historic tax credits: official allocation letters from the Chairman of the Massachusetts Historical Commission,
- (b) for other grants: official award letters (public or private),
- (c) for private donations: a summary of total commitments certified by Grantee's treasurer, with future pledges discounted to their present value following current, customary accounting practices for charitable donations (note: documentation submitted should *not* include names, addresses, or other private information about individual donors); and,
- (d) any other documents for particular sources that both the CPC, through its staff, and the City of Newton Law Department deem equivalent to the documents listed above.
- (e) The following chart sets out the schedule for the release of the CPA funds. The Grantee shall submit the appropriate documentation to the city.

CPA funds	non-CPA funds	non-CPA sources: must not include public funds controlled by the City of Newton
3(b)(i) initial CPA Release		
\$600,000	\$0	no non-CPA funds required, however the Grantee must meet the requirements set out in Section 4. Conditions Prior to Initial Request for Payment prior to seeking the CPA funds.
3(b)(ii) second CPA Release		
\$600,000	\$1,600,000	total allocation of historic tax credits applied for in basis, plus additional funds from any other non-CPA source, including Massachusetts Cultural Council grants or capital campaign (private foundation grants, private donations)
3(b)(iii) third CPA Release		
\$600,000	\$700,000	from any other non-CPA source, including Massachusetts Cultural Council grants or capital campaign (private foundation grants, private donations)
3(b)(iv) final CPA Release		
\$200,000	\$0	no non-CPA funds required, however, the Grantee must meet the conditions contained in Section 6. Conditions for Final Release of Funds

4. Conditions Prior to Initial Request for Payment.

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

- (a) The Grantee shall have conveyed to the City, in a form acceptable to the Newton Historical Commission or its designee, 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, designated historic interior features of buildings, and the surrounding historic landscape, and shall prohibit any new construction, except upon approval by the Newton Historical Commission or its designee.
- (b) The Grantee shall have delivered to the City a timeline which sets forth the expected date on which Grantee will issue to its general contractor a notice to proceed to commence construction, and the expected date for completion.
- (c) The Grantee shall have obtained 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 is 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. As of April 27, 2016, these standards are available online at <https://www.nps.gov/tps/standards/four-treatments/treatment-rehabilitation.htm>.

5. Requirements for Payment Requests.

Upon meeting the requirements in **Section 3**, 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, as described in Section 2(a) 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 in Section 2(a) 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 incurred after the date of funding approval by the City Council (Attachment A), provided such costs fall within the Scope of Work in Section 2(a) and in the Grantee's Proposals to the CPC (Attachment F).

(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 procedure in Attachment G. to this agreement, "Procurement Policy for City of Newton Community Preservation Program Grants to Private Organizations."
 - (ii) The Grantee shall obtain all necessary zoning relief and waivers from the City's City Council, 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.

6. Conditions for Final Release of Funds.

- (a) Project shall be complete no later than 36 months from the latest date of appropriation of CPA funds, or by any extension of that deadline requested in writing by the Grantee and approved in writing by the CPC or its designee.
- (b) Prior to the release of the final \$200,000 (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:
 - (i) a copy of the certificate of occupancy,
 - (ii) certification by the Project Architect that the Project was completed in accordance with the final approved plans,
 - (iii) 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,

- (iv) analysis of Project results, including a summary of the Property's uses and users during the Project and as anticipated for the first two years after the Project's completion,
 - (v) document the installation of a permanent plaque, interior or exterior, acknowledging that "The preservation and rehabilitation of Allen House was supported in part by the citizens of Newton through the Community Preservation Act," or an equivalent statement in a permanent plaque acknowledging all sources of funding for the Project, and,
 - (vi) illustrative photos of the property before, during, and after Project completion.
- (c) 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.
7. **Conditions Subsequent to Final Receipt of Funds.** The Grantee shall return to the City's Community Preservation Fund any portion of the grant funds not used for the Project.
8. **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.
9. **Recapture of Funds.**
- (a) In the event the Grantee uses any portion of the \$2,000,000 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 Section 2 of this Agreement, in the approval of the City Council, 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 seeks to sell the property or materially change the use of the Property from the use described and approved in the Grantee's February 11, 2016 proposal, it shall submit to the City a written request for approval of the change or sale. Within 45 days of receipt of the request, the City shall respond, in writing, by finding that either that (1) the proposed sale or change of use is consistent with the Grantee's approved use of the property and/or provides substantially the same or equivalent community benefits as the approved use, in which case the City shall permit the sale or change in use; or that (2) the proposed sale or change of use is inconsistent with the Grantee's approved use of the property and/or provides substantially fewer community benefits than the approved use, in which case the City may require that the Grantee reimburse the City the amount of all granted CPA funds.
10. **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.

11. 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.

12. 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.

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

14. Community Outreach and Monitoring.

- (a) The Grantee shall respond promptly to periodic requests from the CPC or its designee for reasonable assistance in publicizing the project and for updates on the project's status and any reasonable request for information not already included with the Grantee's payment requests.
- (b) 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 to 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 \$2,000,000 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 \$2,000,000 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.

15. 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.

16. 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.

17. 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.

18. Waiver. Failure by the City to insist upon strict performance of any term hereof, or to exercise any right or remedy upon a breach thereof shall not be a waiver of any of the terms and conditions of this agreement.

19. 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:

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

20. 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.

21. 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 City Council, April 19, 2016

Attachment B, Approval and Funding Recommendation of the CPC, April 4, 2015

Attachment C, Certificate of Authority

Attachment D, State Tax Attestation

Attachment E, Insurance Requirements

Attachment F, Grantee's CPC Proposals: February 11, 2016, as a modification of the proposal dated November 15, 2013

Attachment G, Procurement Policy for City of Newton Community Preservation Program Grants to Private Organizations.

(Signatures on following page.)

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
Adrienne Hartzell
Its: Managing Director

Date: 8/1/2016

CITY OF NEWTON:

By: Barney S. Heath
Barney S. Heath, Director,
Department of Planning & Development

Date: 8/2/16

I certify funds are available in the amount of \$2,000,000 in Account 21B11419-5797 for this Agreement.

By: Regina Zegarelli
Asst. Comptroller of Accounts

Date: 8/3/16

Approved as to legal form and character

By: [Signature]
Asst. Associate City Solicitor

Date: 8/4/16

CONTRACT APPROVED

By: [Signature]
Setti D. Warren, Mayor

Date: 8/5/16

**Amendment #1 to
COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
NEWTON CULTURAL ALLIANCE and the CITY OF NEWTON**

This amendment substitutes the language below for the original paragraph 4(a) in the original grant agreement, dated 5 August 2016,

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 Director of Planning & Development or his designated staff, but without personal liability to him, (hereinafter the "City"),

governing disbursement of a grant in the amount of \$2,000,000 of Newton funds under the Community Preservation Act,

for the purpose of rehabilitating 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").

All provisions in the original agreement that are dependent on or refer to paragraph 4(a) shall be considered amended to be consistent with the following new language. All other provisions and attachments of the original agreement shall remain in effect.

4. Conditions Prior to Initial Request for Payment (amended)

Prior to requesting release of the final 10% of the first \$600,000 of CPA funds under this grant,

- (a) The Grantee and the City shall have executed a new, perpetual historic preservation restriction on the Property, which shall prohibit modifications to the entire exterior, designated historic interior features of buildings, and the surrounding historic landscape, and shall prohibit any new construction, except upon approval by the Newton Historical Commission or its designee.

(signatures on following page)

IN WITNESS WHEREOF the parties hereto have executed this AMENDMENT 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 Knudsen
Adrienne Hartzell Knudsen
Its: Managing Director

Date: 12/12/2016

CITY OF NEWTON:

By: Barney S. Heath
Barney S. Heath, Director,
Department of Planning & Development

Date: 12/12/16

Approved as to legal form and character

By: [Signature]
Associate City Solicitor

Date: 12/12/2016

CONTRACT APPROVED

By: [Signature]
Setti D. Warren, Mayor, or Designee

Date: 12/13/16

Attachment A - Part 1 of 2

CERTIFICATE OF AUTHORITY – NON-PROFIT CORPORATION

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

Newton Cultural Alliance;
(print name of corporation)

and that

2. **Adrienne Hartzell Knudsen** is the duly elected
(insert printed or typed name of the officer who signs the contract)

Managing Director of said corporation; and that
(insert title of the officer who signs the contract)

3. on **December 10, 2016**, at a duly authorized meeting of the Board of Directors of
*(insert date of meeting) **

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

Adrienne Hartzell Knudsen, Managing Director of Newton Cultural Alliance
(insert printed or typed name and title of the officer who signs the contract, as in number 2 above)

of this 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: **Sachiko Isihara, Clerk, Newton Cultural Alliance**
(printed or typed name of Clerk/Secretary)

DATE: **December 10, 2016**
*(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.

Attachment A – Part 2 of 2

NON-PROFIT CORPORATION - LIST OF OFFICERS AND DIRECTORS

(a separate sheet may be submitted provided that all the information is reported)

List of Officers of the Board of Directors/Trustees:

Name	Title
Laurel Farnsworth	President
Sachiko Isihara	Clerk
Susan Paley	Treasurer

List of Board of Directors:

Name
Laurel Farnsworth
Sachiko Isihara
Susan Paley
Victoria Danberg
Kay Khan
David Gastfriend
Joe Carella

Amendment #2 to
COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
NEWTON CULTURAL ALLIANCE and the CITY OF NEWTON

This amendment supersedes amendment #1, dated 12 December 2016, to the original grant agreement, dated 5 August 2016,

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 Director of Planning & Development or his designated staff, but without personal liability to him, (hereinafter the “City”),

governing disbursement of a grant in the amount of \$2,000,000 of Newton funds under the Community Preservation Act,

for the purpose of rehabilitating 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”).

All provisions in the original agreement and amendment #1 that are dependent on or refer to the following table from paragraph 3 and condition (a) in paragraph 4, both in the original agreement, shall be considered amended to be consistent with the following new language. All other provisions and attachments of the original agreement shall remain in effect.

3. Requirements for Phased Release of Funds:

CPA funds	non-CPA funds	non-CPA sources: must not include public funds controlled by the City of Newton
3(b)(i) initial CPA Release		
\$600,000	\$0	no non-CPA funds required, however the Grantee must meet the requirements set out in Section 4. Conditions Prior to Initial Request for Payment prior to seeking the CPA funds.
3(b)(ii) second CPA Release		
\$600,000	\$1,600,000	total allocation of historic tax credits applied for in basis, plus additional funds from any other non-CPA source, including Massachusetts Cultural Council grants or capital campaign (private foundation grants, private donations)
3(b)(iii) third CPA Release		
\$600,000	\$700,000	from any other non-CPA source, including Massachusetts Cultural Council grants or capital campaign (private foundation grants, private donations)
3(b)(iv) final CPA Release		
\$200,000	\$0	no non-CPA funds required, however, the Grantee must meet the conditions contained in Section 6. Conditions for Final Release of Funds

4. Conditions Prior to Initial Request for Payment (amended)

Amendment #1 to this agreement required the Grantee to meet condition 4(a) in the original agreement before requesting the final 10% of CPA funds in "3(b)(i) initial CPA release" above.

In light of the substantial good-faith efforts made by the Grantee between February 2017 and March 2018 to meet condition 4(a), this amendment, amendment #2, supersedes amendment #1 and requires the Grantee to meet the original condition 4(a) before requesting any funds in "3(b)(iii) third CPA release" above:

- 4(a) The Grantee shall have conveyed to the City, in a form acceptable to the Newton Historical Commission or its designee, 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, designated historic interior features of buildings, and the surrounding historic landscape, and shall prohibit any new construction, except upon approval by the Newton Historical Commission or its designee.

Upon execution of this amendment, all funds included above in "3(b)(i) initial CPA release" and "3(b)(ii) second CPA release" may be released prior to meeting condition 4(a), subject to all other conditions imposed in the original agreement.

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

(signatures on following page)

GRANTEE:

The Newton Cultural Alliance

By: Adrienne Hartzell
Adrienne Hartzell
Its: Managing Director

Date: 3/14/2018

CITY OF NEWTON:

By: [Signature]
Barney S. Heath, Director,
Department of Planning & Development

Date: 3/14/18

Approved as to legal form and character

By: [Signature]
Ouida Young, City Solicitor
Acty

Date: 3/14/18

CONTRACT APPROVED

By: R Fuller
Ruthanne Fuller, Mayor, or Designee

Date: 3/13 20/18

Attachment A - Part 1 of 2

CERTIFICATE OF AUTHORITY – NON-PROFIT CORPORATION

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

Newton Cultural Alliance
(print name of corporation)

and that

2. Adrienne Hartzell Knudsen is the duly elected
(insert printed or typed name of the officer who signs the contract)

Managing Director of said corporation; and that
(insert title of the officer who signs the contract)

3. on March 12, 2018, at a duly authorized meeting of the Board of Directors of
(insert date of meeting) *

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

Adrienne Hartzell Knudsen, Managing Director, Newton Cultural Alliance
(insert printed or typed name and title of the officer who signs the contract, as in number 2 above)

of this 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: Sachiko Isihara, Clerk, Newton Cultural Alliance
(printed or typed name of Clerk/Secretary)

DATE: March 14, 2018
(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.

Attachment A – Part 2 of 2

NON-PROFIT CORPORATION - LIST OF OFFICERS AND DIRECTORS

(a separate sheet may be submitted provided that all the information is reported)

List of Officers of the Board of Directors/Trustees:

<u>Name</u>	<u>Title</u>
Laurel Farnsworth	President
Sachiko Isihara	Clerk
Susan Paley	Treasurer

List of Board of Directors:

Name
Victoria Danberg
Kay Khan
David Gastfriend
Joe Carella
Ted Hess-Mahan
Richard Blazar

Attachment B:
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.*

Adrienne Hartzell

**Signature of Individual

{omitted in online version}

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

Print Name: ADRIENNE HARTZELL

By: MANAGING DIRECTOR Date: 3/14/2018
Corporate Officer (Mandatory, if applicable)

Print Name: _____

* 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.

#125-16

CITY OF NEWTON

IN CITY COUNCIL


April 19, 2016


ORDERED:

That, in accordance with the recommendation of the Zoning and Planning and the Finance Committees through their respective Chairs Theodore Hess-Mahan and Leonard J. Gentile, the sum of two million dollars (\$2,000,000) be appropriated from the Community Preservation Act Fund Accounts as shown below and expended under the control of the Planning & Development Department for a grant to the Newton Cultural Alliance for the historic rehabilitation of the Nathaniel Allen House (35 Webster Street, West Newton) as a community cultural center, as described in the proposal submitted to the Community Preservation Committee in February 2016., is hereby approved as follows:

From:	FY 2016CPA Historic Reserve	
	(21R10498-5790B).....	\$76,208
	CPA fund Balance Historic Resources	
	(21-3321B)	\$4,420
	CPA Undesignated Fund Balance	
	((21-3497)	\$1,919,372
To:	Allen House Historic Rehabilitation	
	(21B11419-5797)	\$2,000,000

Under Suspension of Rules
Readings Waived and Approved
20 yeas 0 nays 4 absent (Councilors Brousal-Glaser, Lipof, Rice, and Sangiolo)


(SGD) DAVID A. OLSON
City Clerk


(SGD) SETTI D. WARREN
Mayor

Date: 4.26.16



Setti D. Warren
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

James Freas,
Acting Director

**Community Preservation Committee
Funding Recommendation for
ALLEN HOUSE Phase 2, Additional Rehabilitation**

date: 4 April 2015
from: Community Preservation Committee
to: The Honorable City Council

PROJECT GOALS & ELIGIBILITY

This project will substantially complete the Newton Cultural Alliance's (NCA) plan to preserve and rehabilitate the historic Nathaniel Allen House (35 Webster Street, West Newton) for use as a community cultural center, as revised from the initial plan submitted to the CPC in November 2013. The rehabilitated building will provide offices, meeting rooms, and classrooms for nonprofit arts groups, as well as event spaces for recitals, lectures, poetry readings, theater performances and other community gatherings.

The Allen House's 1977 listing on the National Register of Historic Places and its 1998 local designation as a Newton historic landmark both make it eligible for CPA funding. In addition, the Massachusetts Historical Commission's acceptance of NCA's initial applications for historic tax credits confirmed that the project's treatment plan complies with the federal historic rehabilitation standards required by the state CPA statute.

RECOMMENDED FUNDING

On 10 March 2016 by a vote of 8-0 (member Don Fishman absent) the Community Preservation Committee recommended appropriating \$2,000,000 for this project from the Community Preservation Fund's historic and general fund balances and reserves to the control of the Planning & Development Department, for a grant to the Newton Cultural Alliance for all purposes included implicitly in the summary budget below. The CPC's recommended conditions for the phased release of these funds are listed on the following page.

Allen House: Uses of Funds		<i>% of Total Project</i>
PHASE 1 TOTAL COSTS (incl. acquisition of 35 Webster Street)	\$1,204,000	20.4%
PHASE 2		
Hard Costs (Construction)	\$4,006,000	67.9%
Soft Costs (Architecture, Engineering, Finance, Insurance, Utilities, etc.)	\$690,000	11.7%
PHASE 2 TOTAL COSTS	\$4,696,000	79.6%
TOTAL USES of FUNDS, PHASES 1 - 2	\$5,900,000	100.0%
Allen House: Sources of Funds		
CPA - appropriated 2014, applied to Phase 1	\$300,000	5.1%
CPA - recommended, for Phase 2	\$2,000,000	33.9%
Bank Debt: 35 Webster Street	\$750,000	12.7%
Mass. Cultural Council	\$600,000	10.2%
Private Donations to Date	\$550,000	} 21.2%
Foundations / Capital Campaign (quiet phase spring 2016)	\$700,000	
Historic Credits in Basis	\$1,000,000	16.9%
TOTAL SOURCES of FUNDS, PHASES 1 - 2	\$5,900,000	100.0%

website www.newtonma.gov/cpa
contact Alice E. Ingerson, Community Preservation Program Manager
email aingerson@newtonma.gov phone 617.796.1144

SPECIAL ISSUES CONSIDERED BY THE CPC

Funding Leverage: The budget submitted with the 2016 proposal shows CPA as less than 40 percent of this project's total funding. As it did in 2014, the CPC considers this high leverage for CPA funds appropriate for a privately owned building, even one that will benefit multiple community organizations and the community at large. The CPC also recognizes that an early and substantial commitment of CPA funds is critical for raising funds from other sources. To minimize the risks of that commitment, yet allow the building to begin generating revenue as soon as possible, the CPC recommends phasing the release of CPA funds.

Development & Operating Budgets: In 2013-14, the CPC was concerned that NCA's construction budget for Allen House was based only on preliminary designs, and that its projected 10-year operating budget omitted some foreseeable future costs. The CPC considers the revised, 2016 versions of both budgets credible. The 2016 construction budget now reflects lessons learned from the project's phase 1 and 50% construction drawings, revised to support significantly different uses than those envisioned in 2013. NCA also has contingency plans to phase the work if it takes longer than anticipated to raise all required construction funding. The 2016 operating budget, created in collaboration with an independent consultant (SOAR 55), uses conservative revenue assumptions and includes previously omitted costs, such as a replacement reserve. Finally, the CPC recognizes that inadequate maintenance was a key reason why Newton's past investment of its public funds (primarily CDBG) in Allen House fell short of truly preserving this historic building. The CPC therefore supports NCA's plan to charge for community use of the building, while also encouraging such use.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. **Deadlines:** All recommended funds will be appropriated within 6 months, and the project will be completed within 36 months, after the date of this recommendation. If either deadline cannot be met, the Newton Cultural Alliance should submit to the CPC a written request for that deadline's extension.
2. **Grant agreement & release of CPA funds:** CPA funding for the project will be governed by a written grant agreement that includes but is not limited to the following conditions, with the understanding that the project will raise required non-CPA funds from sources other than Newton-controlled public funds:
 - ◆ initial 30% of CPA grant (\$600,000) – to be released upon recording an expanded historic preservation restriction and meeting the other conditions usual for CPA-funded private construction projects (City-approved procurement process, final construction contract, building permit, etc.)
 - ◆ second 30% of CPA grant (\$600,000) – to be released upon state allocation of all historic tax credits listed in the proposal budget (\$1 million basis) and commitment of an additional \$600,00 in non-CPA funds
 - ◆ third 30% of CPA grant (\$600,000) – to be released when the capital campaign has raised an additional \$700,000 in non-CPA funds, anticipated but not required to come from private foundations and individuals
 - ◆ final 10% of CPA grant – to be released upon receipt of a written and in-person final report to the CPC, including a summary of project results and a budget-to-actual comparison of project costs
 - ◆ City approval required for any future significant changes in the building's ownership or use, and the option to require repayment of CPA funds under specified conditions (for example, if the building is sold for market-rate commercial or residential uses)
3. **Return of unspent CPA funds:** Any CPA funds appropriated but not used for the purposes stated herein will be returned to the Newton Community Preservation Fund.

KEY OUTCOMES

The Community Preservation Committee will evaluate this project based on how well

- ◆ the project meets conditions 1 and 2 above
- ◆ NCA's long-term management preserves the building's historic features, which were the basis of the project's CPA funding and historic tax credits, without additional public funding

Attachments listed on next page.

4 April 2016, Newton CPC Recommendation for Allen House, Phase 2

p. 2 of 3

ATTACHMENTS

(delivered to the clerks of the Zoning & Planning and Finance committees)

- ◆ Detail for budgeted uses (backup for budget on p. 1 of this recommendation)
- ◆ CPC webpage for this project, listing information available online that has been omitted from this packet:
www.newtonma.gov/gov/planning/cpa/projects/allen.asp
- ◆ Proposal and selected supporting documents submitted to the CPC

www.newtonma.gov/gov/planning/cpa/projects/allen.asp

4 April 2016, p. 1 of 3

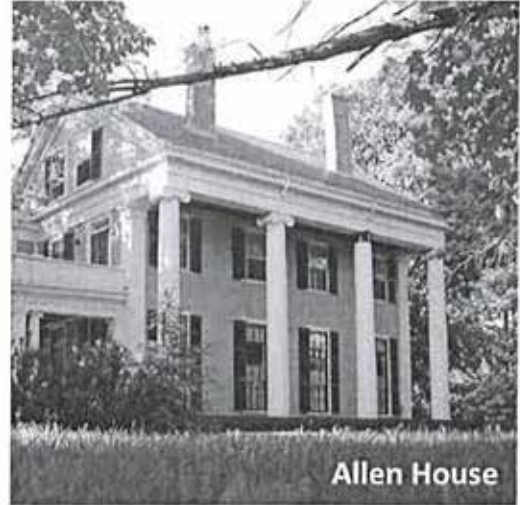
Newton, Massachusetts CPA program project webpage - selected bold, green text links to full-text documents

Nathaniel Allen House

35 Webster Street, West Newton, MA 02465

goals:

Rehabilitate the pre-Civil War home of renowned educator Nathaniel Topliff Allen, later used as a school run by his daughters, for use as a music school and cultural center, with rehearsal, performance and office spaces for arts and cultural organizations; public indoor and outdoor spaces; and a rotating exhibit on the history of this Newton Historic Landmark.



funding: (most recently updated 11 February 2016)

\$300,000	CPA funds appropriated (historic resources)
\$2,000,000	additional CPA request
\$700,000	capital campaign (to be raised)
\$750,000	bank line of credit
\$1,150,000	additional donations & grants (primarily Massachusetts Cultural Council)
\$1,000,000	Massachusetts historic tax credits (basis)
\$5,900,000	TOTAL PROJECT COST

contacts:

- Adrienne Hartzell, Managing Director
Newton Cultural Alliance (NCA)
1301 Centre Street
Newton Centre, MA 02459
www.newtonculture.org
email: Adrienne@newtonculture.org or Adrienne@newphil.org
phone: 617.332.4300 or 857.636.0199
- Laurel Farnsworth, NCA Board Member
73 Perkins Street
West Newton, MA 02465
email: laurel@downeyfarnsworth.com
phone: 617.244.2209 or 617.429.7297
Proposal Review & Appropriations

Proposal Review & Appropriations

2013

15 November 2013 - full proposal, including the following sections posted separately:

- cover letter, project summary & finances (project and organizational budgets)
- site photos & maps
- project management team qualifications, letters of support
- historic significance, features & treatment plan

www.newtonma.gov/gov/planning/cpa/projects/allen.asp

4 April 2016, p. 2 of 3

- current conditions - photos (keyed to historic treatment plan above) *This long file may load slowly for on-screen reading; may be faster to download and read offline.*
- deed, appraisal, preservation restriction(s)
- construction scope of work & costs
- City of Newton reviews: zoning & permitting, Newton Historical Commission project plans

project plans: *These files may load slowly for online reading; it may be faster to download them for reading offline. For reading on a computer, set display to 100% or larger. Many of these files are sized for 24x36 inch paper; details may be hard to read if printed at smaller sizes.*

- site and landscape plans
- floor plans, part a and floor plans, part b
- elevations, part a and elevations, part b
- building cross-sections

2014

9 January 2014 - public presentation, including (photos, selected plans from those above, budget overview)

29 July 2014 - partial occupancy proposal (phase 1 of the full project), including: scope of work, development budget, non-CPA funding to date, one-year operating budget, anticipated funding sources, uses & phasing for full project

2 September 2014 - update on NCA acquisition of abutting property at 406 Cherry Street, West Newton

2 September 2014 - CPC funding recommendation, including: summary of sources & uses for all non-CPA funding to date; anticipated funding sources; uses & phasing for full project summaries in support of funding recommendation:

- all written public comments received to date, including letters of support submitted with November 2013 proposal above

6 October 2014 - Board order (appropriation of recommended funds)

2015-2016

NOTE: Any information or commitments in the November 2013 proposal that were not explicitly modified in the June 2015 or February 2016 proposals are still valid for the later proposals.

9-11 June 2015 – for **partial occupancy (phase 1):**

- final report to the CPC
- update on NCA plans for next phase of CPA funding

11 February 2016 - for **additional rehabilitation (phase 2):**

- full proposal, with project summary, project budgets, changes to plans since 2013 submission, project team qualifications, project sponsor financials, etc.
- photos & maps
- plans, condensed *May load slowly for on-screen reading; may be faster to download and read offline.*

www.newtonma.gov/gov/planning/cpa/projects/allen.asp

4 April 2016, p. 3 of 3

- plans, full size *Extremely large file -- download for reading offline. For reading on a computer, set display to 100% or larger. Sized for 24x36 inch paper; details may be hard to read if viewed or printed at smaller sizes.*

8 March 2016 - League of Women Voters comments on proposal

10 March 2016 - CPC public hearing presentation

4 April 2016 - CPC funding recommendation

Project Background & News

1970s - 1990s

July 1977 - successful nomination of this property to the National Register of Historic Places

January 1978 - Massachusetts Historical Commission Historic Property Survey of this property

November 1980 - preservation restriction held jointly by the Massachusetts Historical Commission and the City of Newton

1980s - photos & documents from community and City efforts to preserve this property, online from the Newton Free Library, <http://guides.newtonfreelibrary.net/digitalnewton>.

- Click on these tabs in this order: Photographs >> Assorted Images >> Buildings >> Allen House Photographs.

1997-98 - This property was declared a City of Newton Landmark on 5 March 1998.

- For the 1997 study leading to this decision, scroll down to "35 Webster Street" on this page: <http://www.newtonma.gov/gov/planning/histpres/landmarks.asp>

2015

26 January 2015 - Allen House partial occupancy (phase 1) grant agreement

11 June 2015 - final report on partial occupancy (phase 1)

Attachment C

CERTIFICATE OF AUTHORITY – NON-PROFIT CORPORATION (Part 1 of 2)

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

Newton Cultural Alliance and that

(print name of corporation)

2. Adrienne Hartzell is the duly elected

(insert printed or typed name of the officer who signs the contract)

3. Managing Director of said corporation;

(insert title of the officer who signs the contract)

4. and that on July 30, 2014, at a duly authorized meeting

*(insert date of meeting) **

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

Adrienne Hartzell, Managing Director

(insert printed or typed name and title of the officer who signs the contract,

as in number 2 above)

of this 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

5. 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:

Sachiko Isihara

(printed

or typed name of Clerk/Secretary)

DATE:

08/01/2014

*(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.

Attachment C (Part 2 of 2)

NON-PROFIT CORPORATION - LIST OF OFFICERS AND DIRECTORS

(a separate sheet may be submitted provided that all the information is reported)

List of Officers of the Board of Directors/Trustees:

Name	Title
Laurel Farnsworth	President
Susan Paley	Treasurer
Sachiko Isihara	Clerk

List of Board of Directors:

Name
David Gastfriend
Kay Khan
Joe Carella
Victoria Danberg

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.*

Adrienne Hartzell for Newton Cultural Alliance

**Signature of Individual

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

Print Name: Adrienne HARTZELL

By: Adrienne Hartzell

Date: August 1, 2016

Corporate Officer (Mandatory, if applicable)

Print Name: _____

* 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	Statutory Coverage
Employer's Liability	\$100,000 Coverage B
Comprehensive General Liability	\$500,000 each occurrence
Bodily Injury	\$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 / Replacement Insurance. The Grantee shall maintain full replacement insurance for the structures, including the cost of replacing historic features protected by the recorded Preservation Restriction in compliance with the *The Standards for Reconstruction 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. As of April 27, 2016, these standards are online from: <https://www.nps.gov/tps/standards/four-treatments/treatment-reconstruction.htm>.

- a. 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. However, if the Grantee and the City agree in writing that it is impossible or impractical to restore the property:
- i.** For a term of thirty (30) years from the date of execution of this agreement, the Grantee shall assign to the City of Newton Community Preservation Fund a portion of the insurance proceeds equal to the total funding the Grantee has received from that source, through this agreement and its predecessor, contract #L-6103 executed on 26 January 2015, up to two million three hundred thousand dollars (\$2,300,000.00).
 - ii.** If the agreed upon total loss occurs after thirty (30) years from the date of execution of this agreement, the Grantee may request in writing that the City release the Grantee from assigning the insurance proceeds to the City.

Attachment E, page 1 of 2

Attachment E, Insurance page 2 of 2

- b. Assignment of Additional Funds.** In the event that the Grantee receives subsequent to this agreement any additional funds for the rehabilitation of the Nathaniel Allen House from the City, through its Community Preservation Fund or otherwise, the Grantee shall and hereby agrees that in the event of an agreed upon total loss of the property, it shall assign a proportionally increased amount of the insurance proceeds to the City.

February 11, 2016

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:

This letter is written as the Newton Cultural Alliance (NCA) presents to you our Proposal for additional funding for the Nathaniel Allen Homestead rehabilitation and reuse project at 35 Webster Street in West Newton, as we work to develop this property for community and educational arts and cultural use. The NCA is most grateful to the CPC for your consideration of this application for the Phase II work on this property; a significant part of the historic fabric of the City of Newton.

In addition to the material presented in the application and support materials we want to bring to your attention the following:

THIS PROPOSAL: This project, after initially being one request for \$2,000,000, following significant change in our business plan as the major projected tenant circumstance was altered, now has the unusual circumstance of being structured in two phases with a minor delay between phases. This is outlined as follows:

- Phase I, a request for \$300,000 was voted unanimously by the CPC and Board of Aldermen in 2014, to allow us to get a portion of the property open for public use has been completed.
- Minor delay: The Junior League of Boston approached us in the Fall of 2015 about doing a Show House project in the Spring of 2016 in the house ONLY (note barn) – providing both interior finishes - many of which will be left in July 2016 when the Show House ends, and media/public exposure to thousands across New England for the Allen House, NCA and West Newton.
- Phase II, this request for an additional \$2,000,000. This is an overall increase of \$300,000, making our total requests \$2,300,000 due to the increased costs of the project.
- This application for Phase II includes both a project overview with total project numbers as well as Phase II specific numbers.
- The two primary reasons for the budget changes are: 1) increase in construction costs over what they were at the time of the last presentation, 2) the decision, on the advice of several engineering firms, to construct a Geothermal HVAC system on the property as opposed to a more conventional cooling tower/chiller and boiler system. This kind of a system requires a significant extra expense in the beginning but thereafter the costs to run it are relatively minimal. The primary reasons for deciding on this system are: 1) the difficulty in

providing/retrofitting a standard cooling tower type system on this historic property of unusual design, 2) environmental, 3) long term cost savings.

- Not included in the budget figures are in-kind services and materials. The finishes that will be left behind by the Junior League designers and artisans are estimated to be valued at \$200,000. NCA's staff expense on this project is given in-kind, as supported by the NCA board, and valued at roughly \$35,000 per year.

Some additional thoughts:

CONSTRUCTION DRAWINGS: In earlier discussions with the CPC we understood that the Committee would like to see 100% Construction drawings for this project. Our architect, Donald Lang of Donald Lang Architects of Waban (dlaboston.com) and George Hu of Air Water Energy Engineers of Waltham (awe-e.com) completed 50% drawings in December 2015 and are well on their way to 100%. At the present time there are 115 drawings in this file. A table of contents of drawings is in the Plans section (5) of the packet. (Drawings available on request.)

ADJACENT PROPERTY POTENTIAL: In the Fall of 2014 NCA notified the CPC that an opportunity had arisen for us to acquire the property adjacent to the Allen House, located at 406 Cherry Street. We are now the owners of this property with the hope that one day the two properties may be merged and the Allen House "campus" will expand a bit providing additional program, outdoor and parking space. There is a map included in our materials which shows the logical connection of these two properties.

10 YEAR OPERATING BUDGET: The 10 year operating budget provided was prepared following a 6 month project with consultants from SOAR55 working ultimately on a Business Plan for the facility. Most, but not all, of the calculations have been done using simple and conservative escalators. The SOAR55 Executive Summary is included in our supplementary materials. The complete report is available on request.

HISTORIC RESTRICTION: The NCA together with architect Donald Lang are working with the Newton Historical Commission, staffed by Katy Holmes, on additional interior restrictions on the property and will appear before the Commission during the Spring of 2016.

We thank you for your consideration of this Proposal. Some of the Committee has toured the building in the past. If anyone would like to visit again to better understand this project please let us know.

Very truly yours,

Adrienne Hartzell

Adrienne Hartzell
Managing Director

**Newton Community Preservation Program
Grant Proposal**

**Newton Cultural Alliance - Nathaniel Allen Homestead
February 2016**

- 1 APPLICATION**
- 2 PHOTOS and MAPS** Section 2 posted separately on Newton CPC website.
- 3 PROJECT FINANCES**
 - 3a Pro Forma
 - 3b 10 Year Annual Operating Budget
 - 3c Non CPA Funding
 - 3d Purchasing - Summary
 - 3e SOAR55 Documents
- 4 SPONSOR FINANCES and QUALIFICATIONS**
 - 4a Organization Budget, P&L, Balance Sheet
 - 4b Project Manager
- 5 DESIGN and CONSTRUCTION** Sections 5a.1-5 and 5b posted separately on Newton CPC website.
 - 5a
 - 1 Introduction - Notable Changes
 - 2 Proposed Floor Plans and Roof Plan (5)
 - 3 Site/Landscape Plan
 - 4 Elevations
 - 5 50% CD Drawing Lists
 - 6 Cost Estimates This section included with section 4 above on Newton CPC website.
 - 5b Materials and Finishes

City of Newton



Setti D. Warren
Mayor

**Newton, Massachusetts Community Preservation Program
FUNDING REQUEST**

PRE-PROPOSAL

PROPOSAL

Form last updated 11 February 2016.

(For staff use)
date rec'd:

10 February
2016

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

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

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

Project TITLE	Nathaniel Allen Homestead, Phase 2		
Project LOCATION	Full street address (with zip code), or other precise location. 35 Webster St. , West Newton, MA 02465		
Project CONTACTS	Name & title or organization	Email	Phone
Project Manager	Adrienne Hartzell Managing Director, Newton Cultural Alliance	adrienne@newtonculture.org	617-969-6442 (h) 857-636-0199 (c)
Other Contacts	Laurel Farnsworth Board Member, Newton Cultural Alliance	df.1876.laurel@gmail.com	617-429-7297 (h) 617-244-2209 (c)
Project FUNDING	A. CPA funds requested: \$2,000,000 this request	B. Other funds to be used: 1) MA historic tax credits, 2) Private foundation grants, 3) Village Bank line of credit, 4) MA Cultural Council Facilities grant 5) capital campaign, 6) related CPC Phase I grant	C. Total project cost (A+B): \$5,900,000
Project SUMMARY	<p>Explain as concretely as possible how the project will use the requested CPA funds (use a cover letter rather than this space for general information about the sponsoring organization's accomplishments). You may provide more detail in attachments, but your PROJECT SUMMARY MUST FIT IN THE SPACE BELOW.</p> <p>The Nathaniel Allen Homestead is on the National Register of Historic Places and a Newton Landmark. Allen was a noted abolitionist and educator whose pioneering of co-education, racial integration and physical education resonates across the country even today. His daughters followed in his footsteps by operating their home as the Misses Allen School in the late 19th century. When the building was marketed for redevelopment as private condominiums in 2012, the Newton Cultural Alliance (NCA) was able to purchase it with a \$250,000 private gift on short notice.</p> <p>To develop its plan for the building's adaptive reuse by small Newton arts and cultural nonprofits, NCA has engaged an architect, engineer, attorney, & engineering consultants. Extensive repairs are necessary to create safe, functional offices, meeting rooms, classrooms, and an intimate space for recitals, lectures, poetry readings, small weddings, social events, and other community gatherings. The 1st floor parlors and grounds will be fully accessible for public events and the building is ADA compliant.</p> <p>Phase I of the rehabilitation was completed in part with a \$300,000 grant appropriated through unanimous votes of the CPC and the Board of Aldermen in 2013-2014. NCA recently also concluded an agreement for the Junior League of Boston to remodel the interior for its spring 2016 Show House fundraiser, which will bring extensive media and marketing exposure for the house, the NCA, and West Newton.</p> <p>In addition to CPC funding NCA needs \$3,600,000. While NCA has raised a total of \$550,000 in private funds and plans to raise \$700,000 more, individual donations cannot provide adequate funding. NCA has obtained a \$750,000 credit line from The Village Bank, \$600,000 in MA state historic tax credits, and is applying for an additional \$400,000 from this source. NCA has applied to the MA Cultural Council Cultural Facilities Fund in 2016 for a grant and will apply again in 2017 for funding totaling \$600,000. To ensure the facility's long-term viability, NCA has also developed an operating plan based on a 6-month study of similar facilities prepared with the help of SOAR55. NCA's plans provide very significant leverage for the requested investment of CPA funds. We hope the CPC will further support this project to save a site of historical interest throughout the City of Newton while enriching and benefiting the entire community.</p>		

Project TITLE	Nathaniel Allen Homestead, Phase 2		
USE of CPA FUNDS	HISTORIC RESOURCES	Preserve ✓	Restore/rehabilitate ✓
COMMUNITY NEEDS	From each of at least 2 plans linked to the Guidelines & Forms page of www.newtonma.gov/cpa , provide a brief quote with plan title, year, and page number, showing how this project meets previously recognized community needs. You may also list other community benefits not mentioned in any plan.		
<p>The Allen House is listed in the Newton Comprehensive Plan 2007, Section 9 – “Planning for & with History,” pp. 9-1 to 9-18. It is #5 on the Historic Properties Map. In accordance with the goals of the Comprehensive Plan of doing more with history, (p. 9-6) our project will follow Newton’s growing historic trend “...seeing history everywhere. By rehabilitating and integrating historic resources into everyday life,” However, true to a “special place for reasons of the heart” (p. 9-7) the Allen Homestead’s distinct architecture and history define the character of the neighborhood.</p> <p>The Allen House is also listed in the Appendix of the Heritage Landscape Report (p.52, rev.2010) in the section titled Residential/Neighborhood. While many significant old trees remain, many are also are in very poor condition. The Newton Tree warden has visited the property and in consultation with GROUND, the landscape designer with whom NCA is working, we will be working with the City to make a full preservation plan in accordance with good tree care practice. Our attorney, parking and engineering consultants have tried to balance the preservation of as much of the landscape as possible with the parking requirements of the zoning code for an educational and cultural facility. We have appeared before the Historical Commission and have had our project approved.</p>			
COMMUNITY CONTACTS	List at least 3 Newton residents or organizations willing and able to comment on the project and its manager’s qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. Consult staff on the community contacts required for your specific proposal.		
	Name & title or organization	Email	Phone
	Karen Haywood, neighbor	ktapper41@hotmail.com	617-332-2888
	Erin Splaine, Minister, First Unitarian Society in Newton	minister@fusun.org	617-527-3203
	Mr. Gorham Brigham	Fgb3@comcast.net	617-965-2482
Project TIMELINE	Phase or Task	Season & Year	
	Historic commission, zoning approvals	2012 - 2013	
	Administrative Site Plan Review (Newton Planning & Development Dept.)	Spring – Fall 2013	
	City of Newton Engineering-review of utilities; MA Access board review, working drawings	2013 - 2014	
	PHASE I: Contractor bidding, completion Phase I	2014 - 2015	
	PHASE II: CPC presentation, subsequent City Council process and agreement	Spring 2016	
	PHASE II: Contractor bidding	Late Spring 2016	
	Junior League renovation/house décor	Spring 2016	
	Interior and Exterior Demolition (incl. structural bracing)	Late summer/Fall 2016	
	New Utilities and Foundation	Fall 2016	
	Exterior repairs and begin interiors	Fall 2016	
	Interior Repairs and elevator shaft	Winter 2017	
	Elevator installation and interior finishes	Spring 2017	
	Exterior paving, Landscaping, grounds	Summer 2017	
	Final inspections	Fall 2017	

Project TITLE		Nathaniel Allen Homestead, Phase 2	
SUMMARY CAPITAL/DEVELOPMENT BUDGET			
Uses of Funds (revised for consistency with full budget attachment, 1 April 2016)			
Acquisition (11/12) purchase price + closing costs			\$250,000
Phase 1 and 1A: Partial Occupancy (design & construction, legal fees, utilities, maintenance)			\$944,000
Phase 2 (current request)			
Hard Costs (Construction)			\$4,006,000
including: \$607,700 mechanical (HVAC, utilities, etc.), net of \$150,000 incentives for geothermal energy; \$164,000 contingency			
Soft Costs (Architecture, Engineering, Finance, Insurance, Utilities, etc.)			\$690,000
including: \$65,000 debt service reserve; \$200,000 developer fee			
D. TOTAL USES (should equal C. on page 1 and E. below)			\$5,900,000
Sources of Funds		Status (requested, expected, confirmed)	
Acquisition & Phase 1/1A			
CPA funding	Received (appropriated October 2014)		\$300,000
Village Bank	Received - Line of credit		\$750,000
NCA Donations/foundation	Received to date 2/1/2016		\$550,000
Phase 2 (current request)			
CPA funding	Requested Spring 2016		\$2,000,000
MA Historic Tax Credits	Received – not yet used		\$600,000
Mass Cultural Council Cultural Facilities Grant	Expected Spring 2016		\$300,000
MA Historic Tax Credits	Spring/Summer 2016, additional applications		\$400,000
Capital Campaign	Begin May 2016		\$700,000
Mass Cultural Council	Additional Application Fall 2017		\$300,000
E. TOTAL SOURCES (should equal C. on page 1 and D. above)			\$5,900,000
SUMMARY ANNUAL OPERATIONS & MAINTENANCE BUDGET (cannot use CPA funds)			
Uses of Funds projected for FY 17, first year of occupancy See detailed 10-year projection attached.			
Annual contracts (maintenance - snow, cleaning, insurance, etc.)			\$24,000
Repairs and maintenance, utilities			\$29,500
Other: Mortgage, permits, property manager, reserve			\$70,250
F. TOTAL ANNUAL COST (should equal or be less than G. below)			\$123,750
Sources of Funds			
House office leases			\$61,200
House event rentals			\$41,400
Barn class rentals			\$0
Barn event rentals			\$0
Allen House Friends			\$20,000
Other event fees			\$2,400
G. TOTAL ANNUAL FUNDING (should equal or exceed F. above)			\$125,000

Project TITLE		Nathaniel Allen Homestead, Phase 2	
↓ Check off submitted attachments here.			
REQUIRED	x	PHOTOS	of existing site or resource conditions – 6 included
	x	MAP	of site in relation to nearest major roads
REQUIRED	PROJECT FINANCES printed and as computer spreadsheets, with both uses & sources of funds		
	x	project development pro forma/capital budget: include total cost, hard vs. soft costs and contingencies, and project management – amount and cost of time from contractors or staff (in-kind contributions by existing staff must also be costed)	
	x	project operating/maintenance budget, projected separately for each of the next 10 years (CPA funds may not be used for operations or maintenance)	
	W	non-CPA funding: commitment letters, letters of inquiry to other funders, fundraising plans, etc., including both cash and est. dollar value of in-kind contributions	
	W	purchasing of goods & services: briefly summarize sponsor’s understanding of applicable state statutes and City policies	
REQUIRED	SPONSOR FINANCES & QUALIFICATIONS		
	x	for sponsoring department or organization, most recent annual operating budget (revenue & expenses) & financial statement (assets & liabilities); each must include both public (City) and private resources (“friends” organizations, fundraising, etc.)	
	W	for project manager: relevant training & track record of managing similar projects	
REQUIRED	DESIGN & CONSTRUCTION		
	x	professional design & cost estimates: include site plan, floor plans & elevations	
	x	materials & finishes; highlight “green” or sustainable features & materials	

**Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
February 2016**

PRO FORMA

Uses of Funds			
	Acquisition and closing costs		\$ 250,000
Phase I	Design		\$ 196,000
	Construction		\$ 440,000
	Other: legal, insurance, site costs, finance		\$ 318,000
	Total Phase I		\$ 1,204,000
Phase II			
	General Conditions		\$ 725,000
	Masonry		\$ 108,000
	Concrete		\$ 123,000
	Metals		\$ 6,000
	Carpentry & millwork		\$ 500,000
	Envelope - roofing & insulation		\$ 165,000
	Doors and Windows		\$ 114,600
	Plaster		\$ 124,000
	Painting		\$ 88,200
	Tile - carpet and vinyl		\$ 110,000
	Flooring - wood		\$ 58,900
	Mechanical - less incentives of \$150K		\$ 607,700
	Plumbing		\$ 130,000
	Electrical - & fire alarm		\$ 190,500
	Elevator		\$ 75,000
	Specialties & equipment		\$ 46,100
	Fire stopping & suppression		\$ 110,000
	Total Hard Costs		\$ 3,282,000
	Site Costs		\$ 480,000
	Contingency		\$ 164,000
	Architecture & Engineering		\$ 330,000
	Finance Expenses		\$ 35,000
	Insurance		\$ 30,000
	Miscellaneous (Utilities, maint)		\$ 30,000
	Debt Service Reserve		\$ 65,000
	Developer Fee		\$ 200,000
	Owner supplied materials		\$ 80,000
	TOTAL Uses of Funds		\$ 5,900,000
Sources of Funds:			
	CPA		\$ 2,300,000
	Bank Debt		\$ 750,000
	Mass. Cultural Council		\$ 600,000
	NCA - donations to date		\$ 550,000
	Foundations / Captial Campaign		\$ 700,000
	Historic Credits in Basis		\$ 1,000,000
	TOTAL Sources of Funds		\$ 5,900,000

Newton Community Preservation Program Grant Proposal**Newton Cultural Alliance – Nathaniel Allen Homestead****February 2016****Cost Estimate**

The Pro Forma statement of the budget for Phase II of this project was based on a consultant contractor's work to develop a construction budget based on 50% CD's. In earlier presentations we have provided lengthy detailed cost estimate documents done by the architect team. In this case we feel the estimated costs presented in the Pro Forma are likely to be more accurate as they were done by a construction contractor with sub-contractor bids and is reasonably close to the last detailed budget done by the architects.

One area of the Pro Forma that is potentially unclear is the General Conditions cost. The following is a breakdown of this expense including the amounts that are addition to the normal things considered General Conditions:

General Conditions	\$409,105
Project Requirements	\$57,550
Permits	\$68,332
Preconstruction	\$9,360
Construction management	\$180,653
	\$725,000

**Newton Cultural Alliance
Nathaniel Allen Homestead
10 year operating budget**

Permits & Licenses	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Property Manager	\$30,000	\$30,600	\$31,212	\$31,836	\$32,473	\$33,122	\$33,785	\$34,461	\$35,150	\$35,853	\$36,570
Mortgage Payment	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Reserve Fund	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Total Other Expenses	\$70,250	\$70,850	\$71,462	\$72,086	\$72,723	\$70,872	\$71,538	\$72,211	\$72,900	\$73,603	\$74,320
Total Expenses	\$123,750	\$130,460	\$132,305	\$134,188	\$136,110	\$135,572	\$137,673	\$139,616	\$141,701	\$143,829	\$146,000
Total Net Income	\$1,250	\$22,140	\$24,047	\$25,971	\$27,912	\$32,371	\$34,348	\$36,344	\$38,358	\$40,392	\$42,445

Regarding Massachusetts Historic Tax Credits grant of \$300,000 received in Round 31, July 2014.

The letter to President Thomas Concannon regarding this award is not able to be located. A duplicate has been requested. This information is available online at the following url:

<https://www.sec.state.ma.us/mhc/mhcpdf/round-31-awards.pdf>



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

March 27, 2014

Thomas Concannon
Newton Cultural Alliance
1301 Centre Street
Newton, MA 02459

RE: Massachusetts Rehabilitation Tax Credit Application, Nathaniel Allen House,
35 Webster Street (Phase 1 of 1), Newton, MA; MHC# HRC.492

Dear Mr. Concannon:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

This allocation is contingent upon the successful completion of the project and the approval of part three of the state rehabilitation tax credit application in accordance with the regulations (830 CMR 63.38R.1).

Once your project is complete and put into service, you may apply for a Part 3 Certification for your project. Part 3 certification and issuance of a Project Certificate by the Massachusetts Historical Commission is the final step of the tax credit process for a single-phase project. See 830 CMR 63.38R.1(4)(c). After the Project Certificate is issued, no additional credits can be allocated.

Please contact Brona Simon, Executive Director of the Massachusetts Historical Commission, if you have any questions concerning the next steps in this process.

We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Galvin", written over a large, faint circular stamp or watermark.

William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

cc: Adrienne Hartzell

December 4, 2015

Massachusetts Cultural Facilities Fund Grant Program
Massachusetts Cultural Council
10 St. James Avenue, 3rd Floor
Boston, MA 02116-3803
Cultural Facilities Fund

Dear Friends:

Please find enclosed the Required and Supplementary Materials for the Newton Cultural Alliance's MCC CFF 2015 application. If there are any questions please do not hesitate to contact us.

Sincerely

Adrienne Hartzell
Managing Director

February 11, 2016

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

Dear Members of the Community Preservation Committee:

On behalf of the Newton Cultural Alliance this brief letter is written to express to you that the NCA is fully aware of the requirements of MGL Ch. 30B and the City of Newton policies regarding purchasing of goods and services with funds received from the Newton Community Preservation Program. Our Board of Directors has reviewed the **City of Newton Procurement Policy for Community Preservation Program Grants to Private Organizations** of the Purchasing Department revised on September 16, 2013 for projects in excess of \$25,000 and understand the policy and its requirements. We were pleased to work with Nick Read of the City of Newton Purchasing Department, along with Maureen LeMieux, Newton CFO and Ouida Young of the Newton Law Department, to come to an agreement for our Phase I grant that allowed for a public bidding process and reasonable flexibility to adjust the project as needed, in small ways, to accommodate the inevitable unexpected circumstances that development of a historic structure such as the Allen House requires. We look forward to working together with this team again for the Phase II agreement.

Very truly yours,

Adrienne Hartzell Knudsen
Managing Director

BUSINESS PLAN FOR THE NATHANIEL ALLEN HOUSE NEWTON CULTURAL ALLIANCE

Presented to the Newton Cultural Alliance

by the SOAR 55 Management Consulting Template Subcommittee

Susan Glazer
Jane Mann
James Welch

November 13, 2015

EXECUTIVE OVERVIEW

The Newton Cultural Alliance (“NCA”) is seeking Community Preservation Committee (“CPC”) funds from the City of Newton to complete its renovation of the Allen House. The Newton CPC has asked NCA to submit a sustainable business plan for the Allen House including a detailed financial projection for the property as a multi-use cultural and performance facility.

NCA sought the assistance of the SOAR55 Management Consulting Group for help in developing this business plan to ensure the NCA would have a pathway to the financial viability of the property and the sustainability of NCA as an organization. Based upon research with similar arts and cultural organizations around the country, NCA members, and analysis of building revenue and expenses, the SOAR55 team developed a financial projection for 10 years of Allen House revenue sources and expenses.

Our findings show the Allen House has significant rental revenue potential. Research with local arts organizations indicates strong demand for performances, events, meetings, studios, and shared office space. There is also an opportunity to rent the first floor of the Allen House to private individuals and companies for meetings and events. Baseline projections show tenant leases and event rental revenue could result in breakeven operations in FY 2017 and support at least 80% of expenses in years 2 - 10, during which time the current mortgage must be largely repaid. NCA will need to seek additional revenue from sponsors, donors and grants to cover all Allen House expenses once this mortgage amortization begins.

The SOAR55 team recommends NCA embrace the opportunity that the Allen House affords to provide a cultural center for Newton. We suggest the NCA undertake a strategic planning process to ensure the alignment of its mission, vision, and short and long-term objectives. We also recommend the NCA develop a fund-raising plan to address the Allen House revenue shortfall and create a focused marketing plan to ensure the building is fully utilized by cultural organizations and the residents of Newton.



January, 2016

To Whom It May Concern:

We write this letter in support of the Newton Cultural Alliance's efforts to secure funding for the restoration of the Nathaniel Allen House. Since last spring, our team worked with the Newton Cultural Alliance (NCA) to develop a sustainable business plan for the historic Nathaniel Allen House. This plan is key to ensuring the financial stability of the Allen House once it is restored.

Based on our research with similar arts and cultural organizations around the country, NCA members, and an analysis of building revenue and expenses, we found there is significant demand by non-profit organizations to use the Nathaniel Allen House space for office, social, and performance activities. This demand will generate a significant portion of the rental revenue required to support its financial viability.

The SOAR55 Team, therefore, strongly endorses NCA's efforts to seek funding for the restoration of the Allen House. As noted in our report to the NCA, the Nathaniel Allen House is a historic treasure that, once renovated, will provide a vibrant cultural center for the City of Newton.

Sincerely,

SOAR55 Executive Management Consulting
Group
Susan Glazer
Jane Mann
Jim Welch

Newton Cultural Alliance
Profit & Loss Budget Overview
July 2015 through June 2016

Ordinary Income/Expense**Income**

4 · Contributed support	108,000.00
5 · Earned revenues	27,400.00
5800 · Special events	40,700.00
Total Income	<u>176,100.00</u>

Gross Profit 176,100.00

Expense

7200 · Salaries & related expenses	86,500.00
7500 · Other personnel expenses	19,500.00
8100 · Non-personnel expenses	37,460.00
8200 · Occupancy expenses	6,725.00
8500 · Misc expenses	7,300.00
8600 · Business expenses	100.00
Total Expense	<u>157,585.00</u>

Net Ordinary Income 18,515.00

Net Income 18,515.00

Newton Cultural Alliance
Profit & Loss Budget vs. Actual
 July 2015 through January 2016

	TOTAL	
	<u>Jul 2015 - Jan 2016</u>	<u>Budget</u>
Ordinary Income/Expense		
Income		
4 · Contributed support	58,855.00	79,000.00
5 · Earned revenues	11,334.25	20,700.00
5800 · Special events	24,026.00	35,700.00
Total Income	<u>94,215.25</u>	<u>135,400.00</u>
Expense		
7200 · Salaries & related expenses	44,169.72	56,517.00
7500 · Other personnel expenses	4,224.25	16,325.00
8100 · Non-personnel expenses	12,535.91	33,535.00
8200 · Occupancy expenses	7,330.00	6,725.00
8500 · Misc expenses	-929.45	5,050.00
8600 · Business expenses	0.00	65.00
Total Expense	<u>67,330.43</u>	<u>118,217.00</u>
Net Income	<u>26,884.82</u>	<u>17,183.00</u>

Attachment F
 Newton Cultural Alliance
Balance Sheet
 As of January 31, 2016

ASSETS	
Current Assets	
Checking/Savings	
1000 · Village Bank	
1001 · Village Checking #7985	3,863.19
1003 · Village Savings #4571	40.34
1005 · separate NACC Checking#0781	49.36
1009 · AHCC Checking#0047	19,446.20
1000 · Village Bank - Other	0.00
Total 1000 · Village Bank	<u>23,399.09</u>
Total Checking/Savings	<u>23,399.09</u>
TOTAL ASSETS	<u><u>23,399.09</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts payable	8,175.00
Total Accounts Payable	<u>8,175.00</u>
Other Current Liabilities	
2100 · Payroll Liabilities	1,617.72
2150 · Accrued expenses - other	3,500.00
2310 · Deferred revenue	5,000.00
2550 · Line of credit payable	0.00
Total Other Current Liabilities	<u>10,117.72</u>
Total Current Liabilities	<u>18,292.72</u>
Total Liabilities	18,292.72
Equity	
3010 · Unrestrict (retained earnings)	-21,778.45
Net Income	26,884.82
Total Equity	<u>5,106.37</u>
TOTAL LIABILITIES & EQUITY	<u><u>23,399.09</u></u>

**Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
February 2016**

Project Management

To date the project management for Phase I, the Junior League Show House and the ongoing work on design and engineering has been done by Donald Lang, architect and Adrienne Hartzell Knudsen, NCA's Managing Director.

In Phase II NCA expects to engage in the late Spring of 2016 an independent Owner's Representative/Project Manager to work closely on the project and with the General Contractor and his contractors. We have a number of names and interviews with prospective personnel will begin in April with special attention being given to experience with the city's procurement process and in dealing with historic properties and their unique challenges.

Attachment G

21 July 2016

**Procurement Policy for City of Newton
Community Preservation Program Grants to Private Organizations**

A private organization (Grantee) that purchases supplies or services with Community Preservation Act (CPA) funds received through the City of Newton, whether those goods or services are purchased with CPA funds or with matching funds from another source, is required to comply with this CPA Procurement Policy. The Policy ensures that materials and services for such projects are procured in a way that is open (opportunity open to all), fair (no one bidder has an advantage over any other bidder), and efficient (paying no more than is necessary).

Private organizations that receive CPA funds are not subject to Massachusetts procurement laws.¹ However, this Policy is consistent with both the City's own procurement ordinance² and with the process used by the Massachusetts Historical Commission (MHC), which requires private projects receiving MHC funds to meet basic requirements similar to those in the Massachusetts Uniform Procurement Act (Massachusetts General Laws, Chapter 30B).³ The table below sets forth City policy requirements, which differ based on the estimated dollar amount of the project.

Recipients of Newton CPA funds may propose the specific method or methods they will use to meet or request exceptions to this Policy, but the City's Purchasing Department must approve proposed methods or exceptions prior to any release of CPA grant funds.

PURCHASE AMOUNTS		
0-\$2,999	\$3,000-\$24,999	\$25,000 AND ABOVE
Sound business practices.	Grantee solicits at least three written quotes, completes Comparison Sheet, and awards contract to lowest responsive and responsive bidder. [See Appendix A].	Grantee solicits competitive sealed bids, completes Comparison Sheet, and awards to lowest responsive and responsive bidder. [See Appendix B.]

¹ Community Preservation Coalition, "Do The State's Procurement Laws Apply to CPA Projects?" (8/08), www.communitypreservation.org/enews/Procurement_JP.htm

² Newton Ordinances (2012), §2.193.

³ Appendix E in the instructions for Round 19 of Massachusetts Preservation Projects Fund grants (3/8/13), www.sec.state.ma.us/mhc/mhcmppf/mppfidx.htm

21 July 2016

**Procurement Policy for City of Newton
Community Preservation Program Grants to Private Organizations**

APPENDIX A

PROCEDURES FOR PROCUREMENTS BETWEEN \$3,000 AND \$24,999

For projects of between \$3,000 and \$24,999, Grantee may procure contracting services and building materials in whatever manner it wishes, provided however, that the procurement includes the following minimum requirements:

1. Grantee solicits at least three written quotes from persons who customarily provide the supply or service needed.
2. Grantee selects the lowest responsive and responsible quoter.*
3. Grantee submits a completed Comparison Sheet to the Newton Purchasing Department.
4. The City Purchasing Department approves the process and the selection.
5. Grantee enters into contract with selected quoter.

* A "responsible quoter" is a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.

21 July 2016

**Procurement Policy for City of Newton
Community Preservation Program Grants to Private Organizations**

APPENDIX B

PROCEDURES FOR PROJECTS OF \$25,000 OR MORE

For projects of \$25,000 or more, the Grantee may procure contracting services and building materials in whatever manner it wishes, provided however, that the procurement includes the following minimum requirements:

1. The Grantee shall issue an invitation for bids (IFB) for a procurement contract.

The IFB shall include:

- (a) the time and date for receipt of bids, where the bids are to be delivered, and the maximum time for bid acceptance;
- (b) the scope of service and the Grantee's evaluation criteria; and
- (c) all contractual terms and conditions applicable to the procurement

(The IFB may incorporate documents by reference; provided, however, that the IFB specifies where prospective bidders may obtain the documents.)

2. The Grantee shall make copies of the IFB available to all persons on an equal basis.
3. The Grantee shall give public notice of the IFB a reasonable time prior to the date for the opening of bids. The notice shall:
 - (a) indicate where, when and for how long the IFB may be obtained;
 - (b) describe the scope of work;
 - (c) shall be, at a minimum, be posted for at least two weeks, in a conspicuous place in or near the City of Newton Purchasing Department until the time specified in the invitation for bids; and
 - (d) be published at least once, not less than two weeks prior to the time specified for the receipt of bids in a newspaper of general circulation within the area where the proposed project is located; and in the *Central Register* published by the Massachusetts Secretary of State.

(The City of Newton Purchasing Department will submit information to the *Central Register* on the Grantee's behalf.)

4. The Grantee may in addition distribute copies of the IFB and/or notice such prospective bidders as it may select, and may compile and maintain lists of prospective bidders to which notices may be sent.
5. The Grantee shall open bids publicly or in the presence of one or more witnesses.
6. The Grantee shall evaluate each bid based solely on the requirements and criteria set forth in the IFB. Such criteria shall include the standards by which the Grantee will determine acceptability as to ability and experience.
7. The Grantee shall unconditionally accept a bid without alteration or correction, except as provided below. A bidder may correct, modify, or withdraw a bid by written notice received prior to the time and date set for the bid opening. However, after bid opening, a bidder may not change the price or any other provision of its bid. The Grantee may waive minor informalities or allow the bidder to correct them.
8. The Grantee shall provide a copy of a Comparison Sheet summarizing the bids and identifying the selected contractor and copies of the IFB and the bids received.
9. The City Purchasing Department approves the process and the selection.
10. Upon approval of the City, the Grantee shall award the contract to the lowest responsible and responsive bidder.* The Grantee shall award the contract by written notice to the selected bidder within the time for acceptance specified in the invitation for bids. The time for acceptance may be extended.
11. Change orders do not require approval or compliance with this policy when no additional City or CPA funding is required.

* A "responsible bidder" is a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.