

**COMMUNITY PRESERVATION GRANT AGREEMENT for  
NEW ART CENTER HISTORIC PRESERVATION PLAN**

This AGREEMENT made as of 5 May 2016, 2016 by and between the New Art Center ("Grantee"), a Massachusetts charitable corporation having a usual place of business located at 61 Washington Park, Newtonville, MA 02460 ("the Property"), and the City of Newton ("City"), a municipal corporation, acting by and through its Acting Director of Planning & Development, but without personal liability to him (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, the New Art Center's building at 61 Washington Park ("the Property") is a unique building, originally constructed in 1872 as the Newtonville Universalist Church, acquired in 1932 by the Newton Women's Club, then acquired in 1946 by the City of Newton and operated by the Newton Public Schools as Newton Junior College until 1976, to allow returning veterans to continue their education; and

WHEREAS, in 1976 the City sold the Property to Newton Cultural Affairs, which subsequently became the New Art Center, for one dollar (\$1), on condition that the building be used as an arts center and with ownership reverting automatically to the City upon any change of use; and

WHEREAS, upon the request of the Grantee and the recommendation of the Community Preservation Committee ("CPC"), the Board of Aldermen/City Council and Mayor of the City of Newton have appropriated through Community Preservation Act funds to be expended under the direction and control of the Acting Director of Planning & Development for a grant to the Grantee in an amount not to exceed seventy-two thousand six hundred fifty-two dollars (\$72,652), subject to certain conditions set forth herein;

NOW THEREFORE, the parties do mutually agree to the terms of this Grant Agreement, as follows:

**1. Subject Matter.**

This Agreement sets forth the terms and conditions whereby the Grantee shall receive funding from the City in an amount not to exceed seventy-two thousand six hundred fifty-two dollars (\$72,652).

The Grantee agrees to use such funding to create a historic preservation plan ("Preservation Plan") for the Property as described in its proposal to the CPC (Attachment D) and in compliance with the terms and conditions of the CPC Funding Recommendation (Attachment B), the CPC's requirements for historic resources proposals (Attachment C), and the Board order (Attachment A).

Specifically, the Preservation Plan shall: comply with the Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties ([www.nps.gov/tps/standards/four-treatments/standguide/rehab/rehab\\_index.htm](http://www.nps.gov/tps/standards/four-treatments/standguide/rehab/rehab_index.htm)), as required by the Community Preservation Act (MGL Ch. 44B) for CPA funding eligibility, meet the requirements of the CPC's "historic resources attachments" for funding proposals ([www.newtonma.gov/civicax/filebank/documents/38443](http://www.newtonma.gov/civicax/filebank/documents/38443)), which are based on the Secretary of the Interior's Standards; and to the maximum extent feasible, ensure that any future work to implement the Preservation Plan will be eligible for state and federal historic tax credits.

**2. Conditions for Initial Release of Funds.**

Grantee agrees to meet the following conditions prior to requesting the initial release of grant funds:

- (a) Grantee shall reasonably assist the City in publicizing the Project and shall provide progress reports as requested by the CPC or the City Council.
- (b) Grantee may not request payment under this Funding Agreement for any costs already covered by or charged to any other funding source.
- (c) Grantee shall provide evidence that it has secured all other funding sources necessary to complete the Preservation Plan, including rates and terms.
- (d) In seeking proposals from and contracting with qualified professionals to produce the Preservation Plan, including any portion of the work to be paid for from non-CPA funding sources, Grantee shall:
  - i. follow the procedures required by the City of Newton Purchasing Dept.
  - ii. work with the Community Preservation Program Manager ("Program Manager"), as the designee of the Community Preservation Committee, by: submitting all bidding documents (such as Requests for Proposals) for approval by the Program Manager, prior to their publication or distribution; including the Program Manager in the evaluation of bids received; and submitting to the Program Manager all contracts, for approval prior to their execution.
  - iii. Without unduly delaying approval, the Program Manager may also solicit the assistance of the Planning Department's preservation planning staff in evaluating bidding documents, bids and contracts.

**3. Procedures for Requesting Release of Funds.**

Once the conditions in paragraph 2 above have been met, Grantee may submit requests for reimbursement of approved costs as set forth in Grantee's proposal to the CPC (Attachment D) and in the CPC's Funding Recommendation to the Board of Aldermen (Attachment B).

- (a) Requests for payment should be addressed to:

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

- (b) Submissions Required with Requests for Reimbursement.

With any request for payment, Grantee shall submit to the Program Manager:

- i. A cover letter summarizing the payment currently requested from grant funds, major tasks completed and major tasks remaining in the scope of work for the Preservation Plan, and that plan's current estimated date of completion.
- ii. Documentation of approved reimbursable costs included in the payment request, such as, but not limited to, architect's invoices.

#### **4. Conditions for Final Release of Funds.**

Prior to the release of the final \$7,200 (10%) of CPA grant funds, Grantee shall submit to the Program Manager

- (a) an electronic copy of the completed Preservation Plan (PDF or other format as approved by the Program Manager)
- (b) written certification by the historic preservation staff of the Newton Planning & Development Dept. that the Preservation Plan complies with the Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties ([www.nps.gov/tps/standards/four-treatments/standguide/rehab/rehab\\_index.htm](http://www.nps.gov/tps/standards/four-treatments/standguide/rehab/rehab_index.htm)), as required by the Community Preservation Act (MGL Ch. 44B) for CPA funding eligibility, and meets the requirements of the CPC's "historic resources attachments" for funding proposals ([www.newtonma.gov/civicax/filebank/documents/38443](http://www.newtonma.gov/civicax/filebank/documents/38443)), which are based on the Secretary of the Interior's Standards.

Grantee shall also present to the CPC in person a final project report which includes:

- (a) a summary of the Preservation Plan's key recommendations and any changes made to the scope of work originally described in the funding proposal (Attachment D), in response to new information or concerns recognized in the course of planning
- (b) a brief, clear comparison between the costs and funding sources in the original budget for attached to the funding proposal (Attachment D) and summarized on page 1 of the CPC Recommendation (Attachment B), and the actual costs incurred and sources utilized, with a short narrative explaining the differences

Once the final Preservation Plan and project report have been submitted and presented, Grantee shall submit to the City a request for payment in full of any remaining balance of approved project costs, with required documentation as outlined in paragraph 3 above. Payment of any remaining balance shall be made to the Grantee within thirty days, subject to final approval of the work by the Program Manager. In the event any dispute arises concerning the work, an equitable amount shall be retained pending resolution thereof.

#### **5. Completion Deadline and Return of Unspent Funds.**

This Agreement shall be effective upon full execution by both parties and shall terminate on June 5, 2017, or by any extension of that deadline granted in writing by the Community Preservation Committee.

Grantee shall return to the City's Community Preservation Fund any portion of the grant funds not used for the Preservation Plan.

#### **6. Recapture of Funds.**

If the Grantee fails to comply with the requirements of this Agreement, the approval of the Board of Aldermen, or the Funding Recommendation of the CPC, then the funds shall revert back to the City's Community Preservation Fund, and the Grantee shall be liable to repay the entire amount of the funding to the City. The City may take such steps as necessary, including legal action, to recapture such funds.

**7. Insurance Requirements.**

Grantee shall keep the Property insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices and in compliance with the standards outlined further in Attachment I.

**8. Record Keeping.**

The Grantee agrees to keep such records as are kept in the normal course of business and as may be required by the City. Upon reasonable notice, Grantee shall provide the City with full and free access to such records with respect to utilization of the proceeds of this Agreement.

**9. Termination.**

In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, the approval of the Board of Aldermen, or the Funding Recommendation of the CPC, then the City shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon such termination, the City shall be free to pursue any rights or remedies available at law or in equity, including without limitation, recapture of funds under paragraph 9.

**10. 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.

**11. Equal Opportunity.**

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

**12. Successors and Assigns.**

All 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 change in either use or ownership of the Property.

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

- (a) No member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Newton or the Commonwealth of Massachusetts, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the subject funding programs during his or her tenure or for one year thereafter, shall have any interest or benefit, direct or indirect, in any contract or subcontract, or in the proceeds thereof, in connection with this Agreement, including work to be performed.
- (b) Grantee shall not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of or concurrence to complete the work financed in whole or in part by this Agreement.

**14. Indemnification.**

The Grantee shall indemnify, hold harmless, and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, and compensation, including

attorneys' fees and interest arising out of or resulting directly from the services rendered 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 the Grantee or anyone for whose acts the Grantee may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

#### **15. Notice.**

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

To the City:

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

To Grantee:

New Art Center in Newton, Inc.  
61 Washington Park  
Newtonville, MA 02460

#### **16. Changes.**

In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the Grantee shall request the change in writing. If the City agrees to such changes, they must be approved in writing by the City and incorporated into this Agreement as amendments.

#### **17. Other Provisions.**

All other provisions, if any, are set forth within the following ATTACHMENTS attached hereto and made a part hereof as listed below:

Attachment A, Board of Aldermen Order #344-15, dated December 21, 2015

Attachment B, CPC Funding Recommendation for New Art Center Preservation Planning, dated December 3, 2015

Attachment C, Historic Resources Attachments – Required by Newton CPC for Historic Resources Proposals

Attachment D, New Art Center Community Preservation Proposal, received September 30, 2015

Attachment E, Deed of the Property

Attachment F, Subordination of Right of Reverter

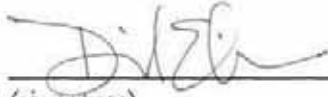
Attachment G, Certification of Tax Compliance

Attachment H, Corporate Certificate of Authority, Certificate of Vote of Board of Directors, and Certificate of Good Standing for New Art Center,


Attachment I, Insurance Requirements

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in three sets to be effective when executed by the Mayor of the City of Newton.

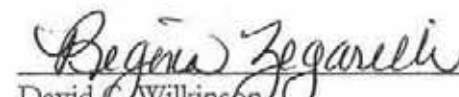
**NEW ART CENTER**

By:  5/2/2016  
 (signature) Date  
DANIEL ELIAS, EXEC. DIR.  
 (print name and office)

**CITY OF NEWTON**

By:  5/3/2016  
 James Freas Date  
 Interim Director of Planning and Development

I certify that funds are available within Account # 21B11420-5797 in the amount of \$72,652 for this Agreement.

By:  5/4/16  
 David Wilkinson Date  
 ASST. Comptroller of Accounts

Approved as to legal form and character

By:  5/5/16  
 City Solicitor Date

**CONTRACT APPROVED**

By:  5/5/16  
 Setti D. Warren, Mayor Date

#344-15

CITY OF NEWTON

IN BOARD OF ALDERMEN

December 21, 2015

ORDERED:

That, in accordance with the recommendations of the Community Preservation Committee, through its Chairman James Robertson, the Board of Aldermen Zoning & Planning Committee through its Acting Chairman Victoria Danberg; and the Finance Committee through its Chairman Leonard J. Gentile, the sum of seventy two thousand six hundred fifty-two dollars (\$72,652) be and is hereby appropriated from Community Preservation Fund as shown below to be expended under the direction of the Director of Planning & Development for a grant to the New Art Center (61 Washington Park, Newtonville) to create a renovation plan for their National Register-listed building that will comply with federal stands for historic rehabilitation as detailed in the Community Preservation Committee's December 3 2015 funding recommendation.

FROM: 2015 Historic Resources Reserve  
(21R10498-5790B) .....\$72,652

TO: New Arts Center Grant  
(21B11420-5797) .....\$72,652

Under Suspension of Rules  
Readings Waived and Item Approved  
20 yeas 0 nays 4 absent (Aldermen Fuller, Johnson, Kalis and Leary)

  
(SGD) DAVID A. OLSON  
City Clerk

  
(SGD) SETTI D. WARREN  
Mayor

Date: 12/21/15



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  
NEW ART CENTER PRESERVATION PLANNING**

date: 3 December 2015  
from: Community Preservation Committee  
to: The Honorable Board of Aldermen

**PROJECT GOALS & ELIGIBILITY**

The New Art Center's building on Washington Park in Newtonville is a former church, originally constructed in 1872 and used in the twentieth century by a neighborhood women's club and after City acquisition, by Newton Junior College. This project will produce conceptual and schematic designs for making this historic building accessible, energy-efficient, and usable for the Center's full range of current and planned future programs. All work proposed will meet the federal rehabilitation standards for historic buildings, as required to qualify both for funding under the Community Preservation Act (CPA) and for historic tax credits.

This building's individual listing on the National Register of Historic Places makes it eligible for CPA funding.

**RECOMMENDED FUNDING**

On 5 November 2015 by a vote of 6-0 (members Michael Clarke, Joel Feinberg and Richard Kronish absent) the Community Preservation Committee recommended appropriating \$72,652 from the Community Preservation Fund's fund balance and reserves for historic resources, and general fund balance, to the Planning & Development Dept., for a grant to the New Art Center for the overall purposes summarized in this budget:

**New Art Center Preservation Planning Project Budget**

<b>Uses</b> (roughly chronological order, does not match order in proposal)	
Completed Plans: Systems Replacement (2010) & Envelope Survey (2014)	\$17,421
Purchasing requirements research & bidding/contracting process	\$3,300
Work by contracted architect & consultants:	
existing conditions survey, needs assessment & feasibility study	\$14,500
conceptual design & schematic design development	\$70,000
construction estimation	\$4,000
project management support services	\$2,500
Contingency (3.6% of total excluding completed plans)	\$3,352
<b>Total</b>	<b>\$115,073</b>
<b>Sources</b>	
CPA funds	\$72,652
Massachusetts Cultural Council Cultural Facilities Fund (expended)	\$4,000
New Art Center Private donors (expended)	\$13,421
New Art Center private donor (confirmed)	\$25,000
<b>Total</b>	<b>\$115,073</b>

website [www.newtonma.gov/cpa](http://www.newtonma.gov/cpa)

contact Alice E. Ingerson, Community Preservation Program Manager

email [aingerson@newtonma.gov](mailto:aingerson@newtonma.gov) phone 617.796.1144



### SPECIAL ISSUES CONSIDERED BY THE CPC

**Historic Preservation Standards** The Center's planning to date has focused on the functional and programming needs its building must meet, rather than on historic preservation per se. The CPC asked that the Center's RFPs and contracts be approved by the Planning Dept.'s historic preservation staff, to ensure that the project meets the Secretary of the Interior's Standards for the Treatment of Historic Properties ([www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm)). Compliance with these Standards is required for CPA eligibility and to make any future construction based on the results of the current project eligible for historic tax credits.

The CPC also asked the Center to work with CPC staff to determine whether the grant agreement for this project should make completion of the Center's Strategic Plan a condition for the initial release of CPA funds, or whether instead the partly CPA-funded preservation architect should be hired in time to participate in finalizing the Strategic Plan. The Center has indicated it is willing to consider both options.

**Project Budgeting & Purchasing** As suggested by the CPC, the base for the budget contingency on page 1 of this recommendation now excludes the cost of already completed plans. Since the anticipated cost of architectural and estimation services exceeds the CPA funding request, CPC staff should work with the Center and the City's Chief Purchasing Officer to design the most efficient possible process for purchasing these professional services with a combination of public and private funds.

### ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. The CPC assumes that all recommended funds will be appropriated within 6 months, and the project will be completed within 18 months, after the date of this recommendation. If either deadline cannot be met, the New Art Center should request an extension of that deadline in writing from the CPC.
2. In addition to other provisions usual in CPA grant agreements for Newton, the agreement for this project should
  - ◆ require Planning staff approval of RFPs prior to distribution, and contracts prior to execution, for consultant services –to ensure that both design and construction work on the Center's building is eligible for both CPA funding and for historic tax credits
  - ◆ specify conditions for the initial release of CPA funds (possibly including completion of the Strategic Plan)
  - ◆ specify the procedures that will be used to combine public and private funds for purchasing the professional services needed to complete the project
  - ◆ specify conditions for releasing the final 10% of CPA funds, including an in-person and written final report to the CPC
3. 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 it meets all the conditions listed above.

### ATTACHMENTS

(delivered to the clerks of the Public Facilities, Programs & Services and Finance Committees)

- Copy of CPC project webpage, with links to additional information:  
[www.newtonma.gov/gov/planning/cpa/projects/new\\_art\\_ctr.asp](http://www.newtonma.gov/gov/planning/cpa/projects/new_art_ctr.asp)
- Proposal and presentation by the New Art Center to the CPC, October-November 2015

**New Art Center Accessibility and Preservation Pre-Proposal** 31 May 2013, rev. 10 June 2013  
**to Newton Community Preservation Committee – Historic Resources Attachments** p. 1 of 3

**1. Analysis of Historical Significance**

(Adapted from the Andover-Harvard Theological Library database and Samuel Francis Smith's *History of Newton, Massachusetts, Town and City, from Its Earliest Settlement to the Present Time, 1630-1880, 1880*)

61 Washington Park was built as Newton's first Universalist church. The Newton Universalist Society was organized in April 1871, holding its first meeting in the small hall over Williams' Drug Store, in Newtonville Square. The Society voted in July 1872 to purchase land on the newly-established Washington Park for the erection of a church building. The cornerstone was laid on October 22, 1872, and the Newtonville Universalist Church—built at a cost of about \$20,000—was dedicated on June 26, 1873. It was one of four churches built in Newtonville in the late 1800s, the village's first period of major growth.

In 1932 the land and building were sold to Newton Women's Club. In 1962 the land and building were sold to the City of Newton which leased it to Newton Junior College. Newton Junior College was operated through the Newton Public Schools. It was founded in 1946 in order to allow returning veterans to continue their education but closed in 1976 due to increasing costs. In 1976, the City sold the building to Newton Cultural Affairs, Inc. so that the space could be used as an arts center.

**2. Description of Historically Significant Features**

(Adapted from the National Register of Historic Places)

The Universalist Church at 61 Washington Park, now home to the New Art Center, is the only non-residential structure in the National Register district. This 1½-story, three-bay, Gothic Revival stone building is also the largest in the district, with its rear elevation fronting Madison Avenue. Distinctive architectural details include large, pointed-arched windows filled in ornamental stained glass; an arched front door; and a front-gable, slate-shingled roof. The roof features bands of polychrome, hexagonal slates that form a decorative pattern.

The right bay features the lower half of the church tower, which holds the primary entranceway to the building and was the base for the original belfry and steeple. Two narrow lancet windows are positioned directly above this entranceway on the facade of the tower, which has a decorative metal cornice with diamond-shaped details.

The west elevation features a covered side entrance, which has a hipped, slate-shingle roof, supported by six wooden posts leading to a pair of paneled wooden doors. This elevation also has a three-pointed arch, stained glass sash windows (mimicked on the east elevation), and a metal handrail leading down to an additional side entrance. The middle and rear bays were added sometime before 1895. The middle bay on the west elevation has a Tudor-arched side entrance with metal doors and transom and a small, double-hung, sash window with a quoin-patterned brick casing. A small gabled dormer sits in the center of the roof. On the east side, this bay features a hipped dormer above a trio of tall, narrow, double-hung sash windows set into patterned, brick casing. The rear bay on the west elevation reveals one side of the large, gable-on-hip roof that connects to the main building, with the small, pedimented gable having board-and-batten siding and a boxed vent. A smaller half-hipped roof is set into the larger roof directly below the gable, covering a trio of 12-paned, fixed-sash windows with stained glass and thick stone sills. Below each of these windows is a set of six decorative terra-cotta tiles with sunburst-patterned ornamentation. The rear bay on the east elevation has the same detailing as on the west.

The rear (north) side of the building is dominated by the steeply-pitched, gable-on-hip roof, and has a 1/1 double-hung sash window and four 2/2 double-hung sash windows, all with quoin-patterned brick casings. A rear entranceway with concrete steps and a shed roof was added in 1932, extending the

**New Art Center Accessibility and Preservation Pre-Proposal** 31 May 2013, rev. 10 June 2013  
**to Newton Community Preservation Committee – Historic Resources Attachments** p. 2 of 3

existing bulkhead that covers the stairway to the basement. The entrance features a paneled wood door with a six-paned transom, and the same quoin-patterned casing found on the building's sash windows.

The building suffered a major alteration in 1938, when the wooden belfry and steeple were destroyed by the devastating Hurricane of 1938. More recent alterations have been few and have been achieved with concern for preservation of the building's historic character. A wooden ramp and metal handrail were added in 1980 to allow access to the Main Gallery for visitors who use wheelchairs and walkers. Repairs to roofs have maintained the original slate, and replacement gutters and downspouts (installed in 2009) are copper.

### **3. Summary and Justification of Proposed Treatment**

The proposed improvements to the New Art Center at 61 Washington Park fall in the categories of **rehabilitation and preservation**. The decision to embark on this process, and to request planning funds from the Newton CPC, comes out of the long-standing need for rehabilitation of our building, feedback we have received from the Mass Cultural Council that our application for funding major construction would be looked upon more favorably if it were part of a better-informed, long-term plan, and the work that has been done piecemeal, as we have been able to afford each project. The most responsible and fiscally feasible approach to complete the majority of the rehabilitation at this point is to begin with a thorough and detailed existing conditions survey and needs assessment. These surveys, along with the ensuing conceptual and schematic designs, will enable us to have a clear grasp of the full scope of work and feasibility of a major construction project. We have ideas of what the needs will be, and have listed below some of the items that will most likely come up, but without conducting a full planning process as outlined in this proposal, we will not have a clear idea of all that a project such as this will entail, resulting in unforeseen and untenable issues and associated costs. We are very excited to begin and look forward to working with the CPC.

The New Art Center serves 2,500 students and 4,500 visitors each year, yet much of the building remains inaccessible to visitors with disabilities. Only the Main Gallery is accessible via ramp, and we have installed an accessible bathroom on the Main Gallery level. Our goal is to make the entire building accessible. We also hope to make much-needed capital improvements to preserve the building's historic character, including preserving the Main Gallery's original stained glass windows and repairing the roof. These are comprehensive and long-term changes that will modernize the building, make it more sustainable and increase its ability to serve the needs of the community while also being able to reach a broader audience.

This proposal is specifically to attain funds to plan our approach to the rehabilitation of our building in a careful and considered way. Some of the upgrades to the building that we anticipate will be made apparent are:

- Repair roof, building tower, porch and other portions of building's exterior
- Upgrade HVAC systems in galleries and studios
- Install elevator from Main Gallery to downstairs studios
- Repave driveway to direct water away from building
- Create barrier-free access to large art studio and main office
- Re-plan existing kitchen to install barrier-free restroom
- Restore or replace inefficient, leaking windows in large art studio
- Preserve stained glass windows in Main Gallery
- Restore floor in Main Gallery
- Renovate basement studios
- Create barrier-free access to ceramics studio

**New Art Center Accessibility and Preservation Pre-Proposal 31 May 2013, rev. 10 June 2013  
to Newton Community Preservation Committee – Historic Resources Attachments p. 3 of 3**

Along with our neighbors on Washington Park, we believe the New Art Center's use of the historic building at 61 Washington Park has been good for historic preservation. While the evolution of the building to the art center necessitated many changes to the building's interior, it did allow the building's most important interior space, the former church nave, to remain intact—not carved into numerous rooms on multiple stories, as with former churches converted into residential or commercial space. Moreover, the building's architecturally significant exterior has been preserved as carefully as possible (with further restoration work planned as funds can be found), and the building remains a largely unspoiled example of Victorian Gothic Revival architecture.

The New Art Center remains committed to the 61 Washington Park location. The building is an integral part of the organization's identity as a community art center. By making the building accessible to a diverse population, we will ensure the continued usability of this historic property. We hope the planning process and rehabilitation to follow, accomplished with care and respect for the building's history, will adapt the building at 61 Washington Park for use by students and visitors of all abilities in the decades to come.

City of Newton



Setti D. Warren  
Mayor

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

PRE-PROPOSAL

PROPOSAL

Last updated December 2014.

*(For staff use)  
date rec'd:*

Rec'd 5 pm, 30  
September 2015

For full instructions, see [www.newtonma.gov/cpa](http://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.

<b>Project TITLE</b>	<b>New Art Center – Preservation Planning</b>		
<b>Project LOCATION</b>	New Art Center in Newton, 61 Washington Park, Newtonville, MA 02460		
<b>Project CONTACTS</b>	Name & title or organization	Email	Phone
<b>Project Manager</b>	Dan Elias, Executive Director, New Art Center	dan@newartcenter.org	617-964-3424
			Mailing address
			61 Washington Park, Newtonville, MA 02460
<b>Project FUNDING</b>	<b>A. CPA funds requested:</b> \$72,652	<b>B. Other funds to be used:</b> \$42,421	<b>C. Total project cost (A+B):</b> \$115,073
<b>Project SUMMARY</b>	Summarize the project's main tasks, components or features, and why you believe it is eligible for CPA funds. You may provide more information in attachments, but your SUMMARY MUST FIT IN THE SPACE BELOW.		
<p>The New Art Center is requesting a grant to help fund a planning process for preservation and rehabilitation of our historic building at 61 Washington Park. The existing building, while in need of work, is what binds us to our community, offering a warm and unique space centrally located in a supportive neighborhood. We see great potential for improving and growing our organization, as the supporting documents will show, in our current space. The proposed planning process will result in a set of schematic designs with which the NAC will estimate costs and solicit contractor bids. With these documents in hand, we will be able to approach Newton's CPC, the MA CFF, private foundations and individuals with studied and fact-based data for what will be an extensive capital campaign and long-overdue renovation of our building. We understand that if the CPC awards us a grant for this planning process that it is in no way committing to fund any portion of the larger building project expected to follow. Upon completion of the planning, and with a clear and realistic building budget in hand, we will launch a capital campaign fundraising effort. We are in the soft phase of our fundraising efforts, and have several interested funders, good prospects and \$150,000 committed to date.</p> <p>With MCC funding, we have completed a Systems Replacement Plan and other repairs to the building: switching from oil to gas heat, replacing leaky, inefficient windows, installing an accessible bathroom and repairing the ramp on the front entrance of the building. This proposal builds on those critical upgrades to make the building safe, efficient, accessible and ready to serve all our patrons. Earlier this year we conducted a building envelope assessment with private funding. We have postponed repairs based on these findings until a more thorough planning process is complete, due in large part to feedback we received from the Mass Cultural Council that our argument for funding this work would be more successful as part of a more informed long-term plan.</p> <p>As a first step, the NAC has hired (with its own funds) Technical Development Corporation (TDC) to create a strategic plan for the organization to include goals for the facility, which will in turn inform the existing conditions survey, needs assessment and ultimate design project, should we receive CPC planning funds. We have attached the status of this strategic planning process to-date.</p> <p>The resulting assessments from this planning process will determine our building's condition, problems, zoning issues and City of Newton and historical rehabilitation requirements as well as an ADA review and a cost analysis of the necessary work. Conceptual and schematic design phases are the bulk of the costs, as an architect and associated specialists develop and refine designs to insure that the project can be achieved. A feasibility analysis will act as a check on our design ambitions.</p>			

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

<b>Project TITLE</b>		<b>New Art Center – Preservation Planning</b>	
<b>USE of CPA FUNDS</b>		<b>HISTORIC RESOURCES</b>	
Check all that apply:		preserve <input checked="" type="checkbox"/>	rehabilitate/ restore <input checked="" type="checkbox"/>
<b>COMMUNITY NEEDS</b>	Provide a brief quote and citation (plan title, year, page number) showing how this project meets needs already recognized in at least 2 community-wide plans with links under <i>Guidelines &amp; Forms</i> on <a href="http://www.newtonma.gov/cpa">www.newtonma.gov/cpa</a> . You may also list other community benefits not mentioned in any plan.		
<p>The proposed planning process for preservation and rehabilitation of the New Art Center building at 61 Washington Park, Newtonville, serves community needs as outlined by the following citations, making it very clear that our goal of using and sustaining an existing structure and adapting it for current use fit well into the City's <i>Comprehensive Plan</i> and the <i>Newton Historic Preservation Design Guidelines</i>:</p> <p><u>Adaptive reuse of historic buildings</u>: <i>Comprehensive Plan, 2007, page 9-8</i>: "Recycling "used buildings" and "used land" is critical for achieving the sustainability and smart growth goals articulated for Newton in this Plan. Historic buildings and landscapes are already used throughout the City for affordable housing, economic development, and recreation. Ironically, many of these uses are not recognized as historic preservation or adaptive reuse, perhaps because these projects depend less on preservation regulations and review than on proactive planning and voluntary actions by property owners, buyers, tenants, developers, and nonprofit organizations, who have quietly chosen to treat history as a valuable economic and environmental asset."</p> <p><u>Sustainability</u>: <i>Newton Historic Preservation Design Guidelines</i>: Sustainability, page 1: "The preservation of historic buildings and sites plays a key role in the protection of cultural resources and community character, promoting social sustainability."</p> <p><i>Newton Historic Preservation Design Guidelines</i>: Sustainability, page 2:          "An added benefit to historic buildings is that they are intrinsically "green" with substantially lower environmental impact than new construction. Since historic buildings and structures already exist, the energy required to fabricate the lumber, bricks and details was expended in the past. New construction often includes demolition of existing buildings, with construction waste filling approximately 25% to 30% of landfills, in addition to waste associated with the fabrication of new construction materials. The most appropriate materials for the majority of preservation projects are often historic materials that are more sustainable than non-biodegradable manufactured products such as vinyl and plastics."</p> <p><i>Heritage Landscapes Report for Newton</i>: Village Centers and their Defining Features, p. 17: "During the HLI meetings, there was strong sentiment that the villages remain as the core of Newton's character and that all villages should be considered heritage landscapes. Each is valued for its small human scale, although each has a mix of residential and commercial properties." And "Most neighborhoods, ... are an amalgamation of architectural styles reflecting all periods of their history. This "evolving" character is an important feature to Newton residents who state that they are concerned about substantial changes that obliterate neighborhood character."</p>			
<b>COMMUNITY CONTACTS</b>	List 3 Newton residents or organizations willing and able to comment on the project and its manager's qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. Consult staff on the community contacts required for your specific proposal.		
Name & title or organization		Email	Phone
Mailing address			
Emily Norton, Alderman, Ward 2		<a href="mailto:emily@emilynorton.org">emily@emilynorton.org</a>	617-795-0362
Claire Sokoloff, former chair, Newton School Committee		<a href="mailto:clasok@aol.com">clasok@aol.com</a>	617-527-2219
Lisa Monahan, Chair of NAC Board, trained architect		<a href="mailto:lisa@lisamonahan.com">lisa@lisamonahan.com</a>	617-964-4723
			58 Prescott Street, Newton, MA
			41 Oxford Road, Newton Centre, MA 02459
			1105 Walnut St., Newton, MA 02461
<b>NON-CPA FUNDING</b>	Source of Funds	Amount	Status of Funding (requested, expected, confirmed)
Private donors		\$38,421	Expended or Confirmed
Mass. Cultural Council		\$ 4,000	Expended

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

<b>Project TITLE</b>		<b>New Art Center – Preservation Planning</b>	
<b>SUMMARY CAPITAL/DEVELOPMENT BUDGET</b>			
<b>Uses of Funds</b>			
Systems Replacement Plan (Completed 2010)			\$ 8,512
Detailed Envelope Survey (Completed 2014)			\$ 8,909
Existing Conditions Survey			\$ 6,000
Needs Assessment			\$ 6,000
Feasibility Study			\$ 2,500
Purchasing requirements research			\$ 500
Selection process for designer/architect services			\$ 2,300
Selection process for estimator services			\$ 500
Conceptual Design: dependent on needs assessment, completed by hired architect			\$25,000
Schematic Design Development, architectural & engineering fees for hired architect & consultants			\$45,000
Construction estimation			\$ 4,000
Project Management support services			\$ 2,500
Contingency @ 3% (based on subtotal of \$111,721)			\$ 3,352
<b>D. TOTAL USES (should equal C. on page 1 and E. below)</b>			<b>\$115,073</b>
<b>Sources of Funds</b>			
CPC (Requested)			\$72,652
Massachusetts Cultural Council Cultural Facilities Fund (Expended)			\$4,000
New Art Center Private donors (Expended)			\$13,421
New Art Center private donor (Confirmed)			\$25,000
<b>E. TOTAL SOURCES (should equal D. above)</b>			<b>\$115,073</b>
<b>SUMMARY ANNUAL OPERATIONS &amp; MAINTENANCE BUDGET (cannot use CPA funds)</b>			
<b>Uses of Funds</b>			
Janitorial Expense			\$15,500
Building and Liability Insurance			\$15,500
Repairs and maintenance			\$27,000
Building supplies			\$ 1,500
<b>F. TOTAL ANNUAL COST (should equal G. below)</b>			<b>\$59,000</b>
<b>Sources of Funds</b>			
Earned annual revenue of \$820,000 from classes			\$59,000
<b>G. TOTAL ANNUAL FUNDING (should equal F. above)</b>			<b>\$59,000</b>
<b>Project TIMELINE</b>		<b>Phase or Task</b>	<b>Season &amp; Year</b>
		Existing conditions survey and needs assessment	Dec – Jan 2015-2016
		Feasibility study and purchasing requirements research	Jan 2016
		Completing procurement for designer/architect services	March 2016
		Conceptual design	April – Jul 2016
		Schematic design development and Construction Estimation	Jun – Aug 2016

<b>Project TITLE</b>		<b>New Art Center – Preservation Planning</b>	
↓ Check off submitted attachments here. **Attachment numbers in check-boxes**			
REQUIRED	Att 1	PHOTOS	of existing site or resource conditions (2-3 photos may be enough)
	Att 1	MAP	of site in relation to nearest major roads (omit if project has no site)
<b>PROJECT FINANCES</b> printed and as computer spreadsheets, with both uses & sources of funds			
detailed budget attachments REQUIRED	Att 2	development pro forma/capital budget AND timeline: 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) All budget information included on page 3 of proposal form; additional narrative provided.	
	Att 3	operating/maintenance budget, projected separately for each of the next 10 years (CPA funds may not be used for operations or maintenance)	
	Att 4	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	
	Att 5	purchasing of goods & services: briefly summarize sponsor's understanding of applicable state statutes and City policies	
<b>SPONSOR FINANCES &amp; QUALIFICATIONS</b>			
REQUIRED	Att 6	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.)	
	Att 7	for project manager: relevant training & track record of managing similar projects	
OPTIONAL	Att 8	LETTERS of SUPPORT	from Newton residents, organizations, or businesses
REQUIRED	Att 9	HISTORIC SIGNIFICANCE	For all historic resources projects, see separate instructions for 3 attachments analyzing historic significance and significant features, and showing how project meets national preservation standards
<b>SITE CONTROL, VALUE &amp; DEED RESTRICTIONS</b>			
REQUIRED	Att 10	deed (confirming proposal sponsor's control of site)	
	Att 5	owner's agreement to a permanent deed restriction for historic preservation	
<b>ADDITIONAL ATTACHMENTS</b>			
OPTIONAL	Att 11	Systems Replacement Plan (SRP) and Envelope Analysis (2010, Funded by Massachusetts Cultural Council grant)	
	Att 12	Current Strategic Planning Process Status	

Attachments posted separately on the Newton CPC website:  
 organizational financial statements & strategic planning status (combined into one document);  
 systems replacement plan;  
 envelope analysis (separated into analysis with estimates as one file, photos as a second file).



ATTACHMENT 1  
PHOTOS AND SITE MAP



New Art Center Accessibility and Preservation Pre-Proposal to Newton Community Preservation Committee - Photos

31 May 2013  
page 1 of 11

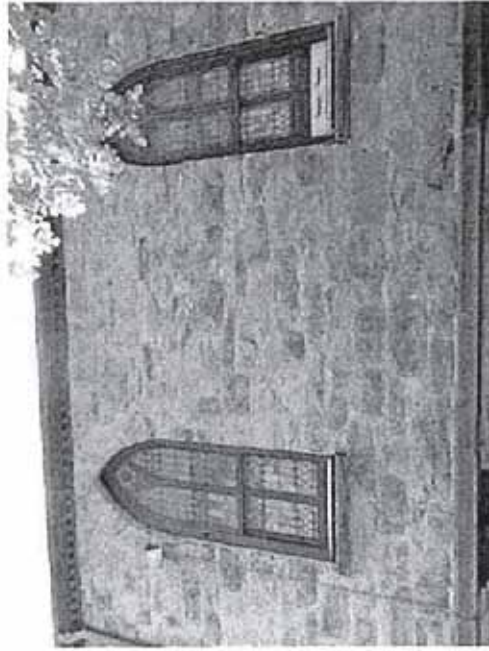


Figure 1: Exterior of Main Gallery's stained glass windows

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

31 May 2013  
page 2 of 11

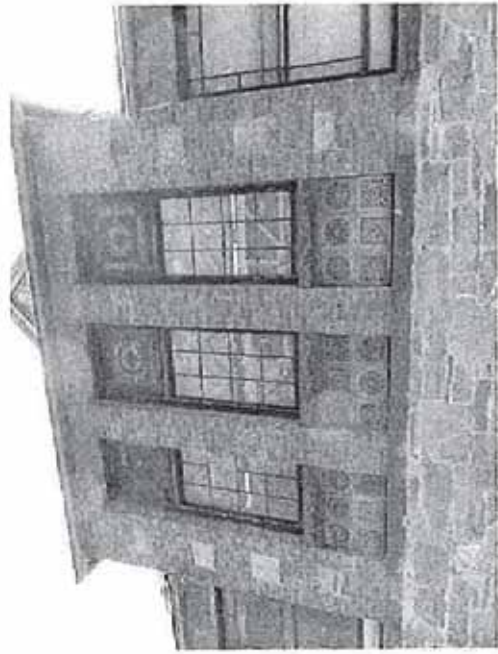


Figure 2: Exterior of ELVAS studio architectural detail

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

31 May 2013  
page 3 of 11

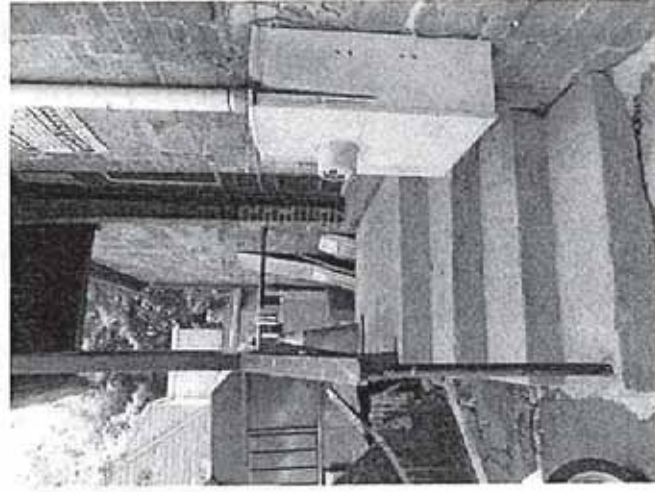


Figure 3: ELVAS studio is not handicapped accessible

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

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Figure 4: Lower Windows are not hand-capped (per ADA)

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

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Figure 5: Main Gallery Interior, floors in need of repair

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

31 May 2013  
page 6 of 11

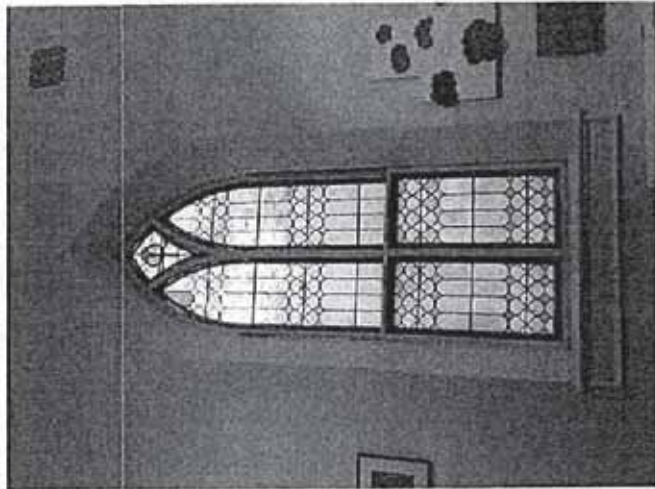


Figure 6: Interior of Main Gallery's stained glass windows

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

31 May 2013  
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Figure 7: Stained glass in ELVAS studio

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee - Photos

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Figure 8: Lower studio interior

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee - Photos

31 May 2013  
page 9 of 11



Figure 9: Driveway which needs to be repaved

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

31 May 2013  
page 10 of 11

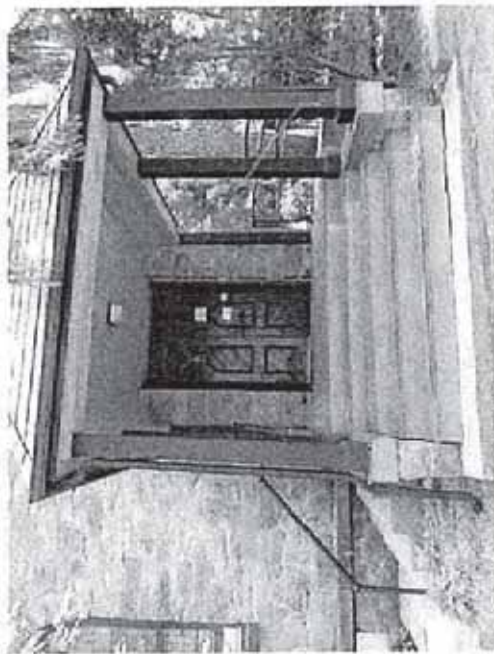


Figure 10: Porch outside of Main Gallery

New Art Center Accessibility and Preservation Pre-Proposal to  
Newton Community Preservation Committee – Photos

31 May 2013  
page 11 of 11

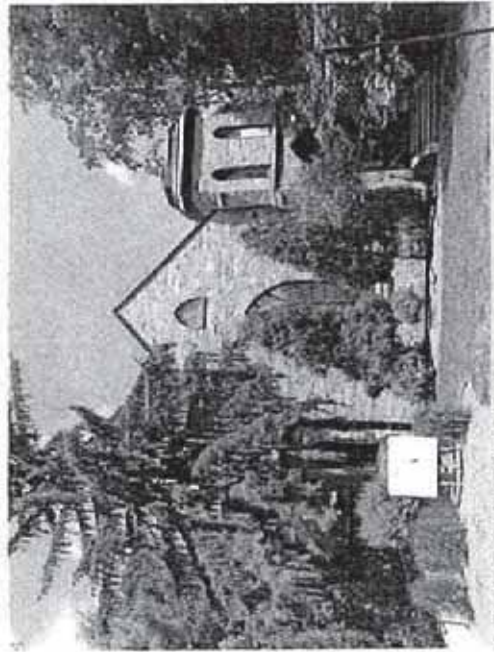


Figure 11: Exterior of Main Gallery and tower

ATTACHMENT 2  
PROJECT BUDGET AND TIMELINE



New Art Center  
Supplemental Materials to the CPC, Attachment 2  
October 1, 2015

### **Project Budget Narrative AND timeline**

This narrative refers to the budget summary on page 3 of the proposal form. That page includes all available budget information, so no separate budget attachment has been provided. The following is an explanation of each item, along with the expected timeline for each item.

**Systems Replacement Plan:** Completed in 2010, please see attachment 11 of this proposal.

**Detailed Envelope Survey:** Completed in 2014, please see attachment 11 of this proposal.

#### **To Be Completed December 2015 – January 2016:**

**Existing Conditions Survey:** Look at each element of the building and the property it sits on to compile an inventory of the observed condition. A room-by-room walk through would be completed, looking at building systems, in-place construction and its condition.

**Needs Assessment:** Review the findings of the existing conditions survey and prioritize the conditions for life safety, code compliance, and efficient building operation. Review the goals and how the existing condition needs to be addressed to accomplish them. This would include the physical condition and any regulatory constraints.

#### **To Be Completed January, 2016:**

**Feasibility Study:** Using the information obtained from the existing conditions survey and review of goals, make determinations about the success of accomplishing the noted goal(s). Factors to be examined in addition to the physical building are zoning, historical limitations and budget constraints.

**Purchasing Requirements Research:** Review the City of Newton requirements for purchasing goods and services when municipal funds are used in a design and construction project.

#### **To Be Completed March 2016:**

**Selection Process for designer, architect and estimator:** Prepare a request for proposals from each of the above noted professionals to provide a specific set of documents necessary to complete the planning process. Steps would be: complete the written RFP; advertise the request, respond to any questions related to the request; hold a pre-bid meeting to review the building with respondents; receive bid proposals, analyze, rank and set up interviews with selected respondents; choose final vendors; execute contracts.

#### **To Be Completed April – June 2016:**

**Conceptual Design:** Work with the selected designer/architect to lay out the desired goals and address any code issues.

#### **To Be Completed June – August 2016:**

**Schematic Design:** Refine the concepts to ensure the building and the budget can support them. Ensure what is shown can be built physically as well as financially. The architect will provide some in-house budget analysis. Secure a third party independent estimator.

**Construction Estimation:** Prepare an independent estimation of project costs to confirm the desired goals as detailed can be supported by the project budget or use the information to establish and refine a budget.

ATTACHMENT 3  
MAINTENANCE BUDGET - 10 YEAR PROJECTION

New Art Center Facilities and Utilities Expense Projections, 2016-2025

Expense	2016 (1)	%+/-	2017 (2)	%+/-	2018 (3)	%+/-	2019 (4)	%+/-	2020 (5)	%+/-	2021 (6)	%+/-	2022 (7)	%+/-	2023 (8)	%+/-	2024 (9)	%+/-	2025 (10)
<b>600 - Facilities Expense</b>																			
610 - Amortized Expense	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00	0.0%	10,000.00
620 - Building & Utility Improvements	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00	0.0%	12,000.00
630 - Furniture & Fixtures	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00	0.0%	20,000.00
640 - Building Systems	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00	0.0%	4,200.00
650 - Furniture Licenses & Permits	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00	0.0%	100.00
660 - Office Storage	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00	0.0%	1,200.00
670 - Other	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00	0.0%	50,000.00
<b>Facilities Expense - Total</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>	<b>0.0%</b>	<b>97,400.00</b>
<b>600 - Utilities Expense</b>																			
610 - Electricity	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00	0.0%	8,100.00
620 - Gas	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00	0.0%	4,100.00
630 - Water	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00
640 - Sewer	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00	0.0%	2,000.00
650 - Other	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00	0.0%	8,000.00
<b>Utilities Expense - Total</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>	<b>0.0%</b>	<b>24,200.00</b>
<b>Total Expense</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>	<b>0.0%</b>	<b>121,600.00</b>

30% increase over 2016

NOTES:  
 1) All FY 2016 budget  
 2) Assumes building project completed in 2015. Repairs & maintenance costs drop, depreciation goes up, utility usage increases. Building becomes more efficient for gas & electricity, and receives higher standard of financing.  
 3) Other revenues, crop revenue is declining as previously.  
 4) All FY 2016+ increases, and is not with other MAC's (except for food through funding).

148. Since the general proposal is for planning and needs analysis, the same two years of revenues have not yet been determined. The increases in depreciation expense - assumes a loss of revenues equal to the project start date of the building.

**ATTACHMENT 4  
NON-CPA FUNDING COMMITMENT**



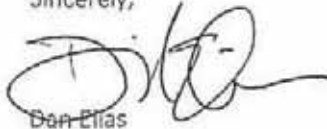
September 29, 2015

Alice Ingerson  
Community Preservation Project Manager  
Department of Planning  
City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02460

To the Committee,

Regarding funding for our planning project to preserve our building at 61 Washington Park, we have a 5-year verbal commitment at \$25,000. per year to use for institutional priorities from a donor who wishes to remain anonymous. We have committed her gift for 2016 calendar year to funding our portion of the present proposal.

Sincerely,



A handwritten signature in black ink, appearing to be 'Dan Elias', written over a circular stamp or mark.

Dan Elias  
Executive Director

**ATTACHMENT 5**  
**GOODS AND SERVICES POLICY UNDERSTANDING AND**  
**AGREEMENT TO PERMANENT DEED RESTRICTION**



September 23, 2015

Alice Ingerson  
Community Preservation Program Manager  
City of Newton Planning & Development Department,  
1000 Commonwealth Ave.,  
Newton, MA 02459

Regarding the New Art Center in Newton Inc. Preservation Planning grant proposal:

To the Community Preservation Program Committee,

In the event that the Newton CPC funds construction or alteration of the New Art Center building at 61 Washington Park, the New Art Center Board of Governors is ready and willing to enter into a permanent deed restriction for historical preservation.

Furthermore, the New Art Center understands that, should we receive City of Newton funds through the CPC, we will be required to comply with City policies and state statutes when procuring goods or services with those funds.

Sincerely,



Daniel Elias  
Executive Director



Lisa Monahan  
President, Board of Governors

Southern Middlesex - 20/20 Perfect Vision I2 Document Detail Report

Current datetime: 6/6/2013 4:15:41 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
00312134	DEED		13200/576	06/01/1977	1.00
<b>Property-Street Address and/or Description</b>					
WASHINGTON PK PT LOT 22, MADDISON AVE, SEE RECORD					
<b>Grantors</b>					
NEWTON CITY					
<b>Grantees</b>					
NEWTON CULTURAL AFFAIRS INC					
<b>References-Book/Pg Description Recorded Year</b>					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					



LN-1-77/A 9.96 0583E \*\*10.00

BK 13200 PG 576

D 10 - 13

THE CITY OF NEWTON, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, and having its usual place of business at Newton

Middlesex County, Massachusetts, for the sum of One Dollar (\$1.00) and other valuable consideration, in accordance with Massachusetts General Laws, Chapter 44, Section 63A grants to NEWTON CULTURAL AFFAIRS, INC., a corporation duly established under Chapter 180 of the Massachusetts General Laws and having its usual place of business at Newton, Middlesex County, Massachusetts, at 61 Washington Park

with quitclaim covenants all its right, title and interest in a certain parcel of land with the buildings thereon situated on Washington Park and Madison Avenue in that part of said Newton known as Newtonville, and bounded as follows:

(Description and encumbrances, if any)

Beginning at a point on the southerly line of Madison Avenue distant 82.08 feet southeasterly from the north-westerly tangent point of a curve of 2868.20 feet radius; thence by said curve to the left in a southeasterly, easterly and northeasterly direction, 97.54 feet by said southerly line of Madison Avenue; thence S 7 , 12' , 28"W, 215.41 feet by lands of Martial G. Frechette and Edna D. Frechette and Eric L. Brown and Laurence G. Brown, thence N 82 , 34' , 45"W, 100.00 feet by the northerly line of Washington Park; thence N 7 , 52' , 28"E, 213.22 feet by land of Mark H. Ambrose and Cydney S. Ambrose and Willis E. Cummings and Ruth G. Cummings to the point of beginning.

containing twenty-one thousand, one hundred, thirty-seven (21,137) square feet and comprising the greater part of lot 22 on a plan by Marshall S. Rice dated August 28, 1872, recorded with Middlesex South District Deeds in Plan Book 12, Plan 55; be all or any of said measurements and contents more or less.

The above described parcel is also shown on a plan entitled, "Plan of Land in Newton, Mass." Newton Engineering Department, dated March 31, 1977. It is carried on the books of the City of Newton Assessing Department as Lot 12, Section 22, Block 6.

For title see deed from THE NEWTONVILLE WOMAN'S CLUB, INCORPORATED to the said CITY OF NEWTON dated December 22, 1961, and recorded with Middlesex South District Deeds, Book 9960, Page 43.

Said premises are conveyed subject to the restrictions and reservations contained in a deed of the premises from Eliza M. Moore to the NEWTON UNIVERSALIST SOCIETY, dated October, 1865 and recorded with said Deeds, Book 1227, page 501, insofar as the same are now in force and applicable.

This grant is made on the further condition that if the property and buildings thereon cease to be used as a newton Arts Center, title shall revert to the said CITY OF NEWTON.

494  
SEE PLAN IN RECORD BOOK 13200 PAGE 576

BK 13200 PG 577

**In witness whereof,** the said City of Newton  
 has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and  
 delivered in its name and behalf by Theodore D. Mann,  
 its Mayor hereto duly authorized, this 3rd  
 day of May in the year one thousand nine hundred and seventy-seven

Signed and sealed in presence of

*Howard A. Levine*  
 \_\_\_\_\_ }  
 \_\_\_\_\_

by *Theodore D. Mann*  
 \_\_\_\_\_  
 \_\_\_\_\_

**The Commonwealth of Massachusetts**

MIDDLESEX,

ss.

May 3, 1977

Then personally appeared the above named Theodore D. Mann

and acknowledged the foregoing instrument to be the free act and deed of the City of Newton

before me

*James Nolan*  
 \_\_\_\_\_  
 Notary Public - Justice of the Peace

My commission expires *Nov. 22 1979*



**Southern Middlesex - 20/20 Perfect Vision I2 Document Detail Report**

Current datetime: 6/6/2013 4:31:34 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
273	DEED		21199/458	06/04/1991	
<b>Property-Street Address and/or Description</b>					
61 WASHINGTON PK PT LOT 22					
<b>Grantors</b>					
NEWTON CULTURAL AFFAIRS INC					
<b>Grantees</b>					
NEWTON ARTS CENTER INC					
<b>References-Book/Pg Description Recorded Year</b>					
24722/8 SUB 1994					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					

B 2 | 1 9 9 P 4 5 8

DEED

T-3

NEWTON CULTURAL AFFAIRS, INC., a corporation duly established Under Chapter 180 of the Massachusetts General Laws of Newton, Middlesex County, Massachusetts for the sum of \$1.00 grants to

Newton Arts Center, Inc., a duly organized, non-profit Massachusetts Corporation having its usual place of business at 61 Washington Park, Newtonville, Massachusetts with quitclaim covenants:

all its right, title and interest in a certain parcel of land with the buildings thereon situated on Washington Park and Madison Avenue in that part of said Newton known as Newtonville and bounded as follows:

Beginning at a point on the Southerly line of Madison Avenue distant 82.08 feet Southeasterly from the Northwesterly tangent point of a curve of 2868.20 feet radius; thence by said curve to the left in a Southeasterly, Easterly and Northeasterly direction, 97.54 feet by said Southerly line of Madison Avenue; thence S7, 12', 28" W, 215.41 feet by lands now or formerly of Martial G. Frechette and Edna D. Frechette and Eric L. Brown and Laurence G. Brown; thence N82, 34', 45" W, 100.00 feet by the Northerly line of Washington Park; thence N7, 52', 28"E, 213.22 feet by land now or formerly of Mark H. Ambrose and Cydney S. Ambrose and Willis E. Cummings and Ruth G. Cummings to the point of beginning.

MSD 06/04/91 11:12:10 273 25.00

*Property address 61 Washington Park Newton MA*

B 2 1 1 9 9 P 4 5 9

Containing 21,137 square feet and comprising the greater part of Lot 22 on a plan by Marshall S. Rice dated August 28, 1872, recorded with Middlesex South District Deeds in Plan Book 12, Plan 55; be all or any of said measurements and contents more or less.

The above described parcel is also shown on a plan entitled, "Plan of Land in Newton, Mass." Newton Engineering Department dated March 31, 1977. It is carried on the books of the City of Newton Assessing Department as Lot 12, Section 22, Block 6.

For title seed Deed to Grantor dated May 3, 1977 and recorded with Middlesex South District Deeds Book 13200, Page 576.

Said premises are conveyed subject to the restrictions and reservations contained in a deed of the premises from Eliza M. Moore to the Newton Universalist Society dated October, 1865 and recorded with said Deeds Book 1227, Page 501, insofar as the same are now in force and applicable.

This grant is made with the further condition that if the property and buildings thereon cease to be used as a Newton Arts Center, title shall revert to the City of Newton.

IN WITNESS WHEREOF, Newton Cultural Affairs, Inc. has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf this 2 day of MAY, 1991.

*Henry Shovering, Treasurer*  
*Jedidiah [Signature] +  
Chairman +  
President*

B 2 1 1 9 9 P 4 6 0

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

May 2, 1991

Then personally appeared before me the above named *Henry Schroeder* and acknowledged the foregoing to be the free act and deed of Newton Cultural Affairs Inc.



Notary Public  
Commission Expires: *March 4, 1994*

MIDDLESEX, SS.

May 2, 1991

Then personally appeared before me the above named Judith Thomas Anderson and acknowledged the foregoing to be the free act and deed of Newton Cultural Affairs Inc.



Notary Public  
Commission Expires: January 23, 1998

Bk: 63866 Pg: 10



SUBORDINATION OF RIGHT OF REVERTER

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Newton, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts with a usual place of business at 1000 Commonwealth Avenue, Newton, MA 02459, holder of a Right of Reverter contained in a deed from Newton Cultural Affairs, Inc. to Newton Arts Center, Inc. (now known as New Art Center in Newton, Inc.) dated May 2, 1991 recorded with the Middlesex South District Registry of Deeds, Book 21199, Page 458, also contained in a deed of the City of Newton to Newton Cultural Affairs, Inc. dated May 3, 1977 recorded in Middlesex South District Registry of Deeds Book 13200, Page 576 covering premises at 61 Washington Park, Newton, County of Middlesex, Commonwealth of Massachusetts, does hereby subordinate said Right of Reverter to the terms and provisions of a Mortgage and Assignment of Rents from New Art Center in Newton, Inc. to Cambridge Savings Bank, with a usual place of business at 1374 Massachusetts Avenue, Cambridge, MA 02138 dated July 27, 2014 in the original principal amount of \$100,000 and which instruments are to be recorded with the Middlesex County South District Registry of Deeds, it being understood that the Right of Reverter shall be subordinate to the Mortgage and Assignment of Rents of Cambridge Savings Bank.

Said Right of Reverter shall be subject and subordinate to all the terms and provisions of said Mortgage and Assignment of Rents with the same force and effect as if said Mortgage and Assignment of Rents had been executed, delivered and recorded prior to the execution, delivery and recording of the deed containing said Right of Reverter.

However, the Mortgagee (Cambridge Savings Bank), grants to the City of Newton the right to cure any defaults made by the New Art Center in Newton, Inc. and which the New Art Center in Newton, Inc. fails to cure. The Mortgagee shall provide the City of Newton with copies of any notices of default given to the New Art Center in Newton, Inc.

If the City of Newton assumes or takes ownership of the property under its Right of Reverter, or otherwise, the Mortgagee, Cambridge Savings Bank, shall recognize said ownership by the City of Newton provided the City of Newton cures any defaults and continues to pay and comply with all obligations of the Note and the Mortgage and Assignment of Rents given as security for said Note.

If the New Art Center in Newton, Inc. fails to cure any default within the period allowed under the loan documents, the City of Newton shall have forty-five (45) days to cure said default after receiving notice of said default and failure to cure said default. Such notice shall be sent to the Mayor of the City of Newton with a copy to the City Solicitor at the address above. The City

of Newton shall have the right to prepay the Note regardless of whether there is a default thereunder and without the necessity of notice provided in the Note.

It is agreed that none of the loan documents including the Note, Mortgage, Assignment of Rents and any other loan document shall be amended, modified or extended without written notice to the City of Newton and it is further agreed that in no event will said loan documents be amended or modified to increase the maximum principal amount of the loan above \$100,000.00.

It being understood by the City of Newton that if the Cambridge Savings Bank shall become the owner of said property by reason of foreclosure or a deed in lieu of foreclosure because of failure by the Mortgagor or the City of Newton to timely cure any defaults or to comply with all the terms and conditions of the loan documents (Note, Mortgage, Assignment of Rents) the Right of Reverter shall not apply and be null and void.

Executed as a sealed instrument this 27 day of June, 2014.

Assented to:

New Art Center in Newton, Inc.

City of Newton

by [Signature]

by [Signature]

duly authorized

Setti D. Warren, Mayor of Newton

Cambridge Savings Bank

By [Signature]  
duly authorized

Approved as to legal form and character:

by [Signature]

Assistant City Solicitor



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

June 27, 2014

On this 27 day of June, 2014, before me, the undersigned notary public, personally appeared the above-named Daniel Elias, proved to me through satisfactory evidence of identification, which was MADL, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Director of New Art Center



JUSTIN A. DOYLE  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 18, 2019

[Signature]  
Notary Public  
My Commission expires: 1/18/19

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

June 27, 2014

On this 27 day of June, 2014, before me, the undersigned notary public, personally appeared the above-named Jessica Kouyoumdjian, proved to me through satisfactory evidence of identification, which was MADL, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Banking Officer



JUSTIN A. DOYLE  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 18, 2019

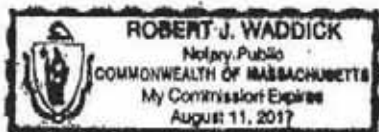
[Signature]  
Notary Public  
My Commission expires: 1/18/19

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

June 26, 2014

On this 26<sup>th</sup> day of June, 2014, before me, the undersigned notary public, personally appeared the above-named Setti D. Warren, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Newton



ROBERT J. WADDICK  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
August 11, 2017

[Signature]  
Notary Public  
My Commission expires: 8/11/2017

**Attachment G**

**CERTIFICATION OF TAX COMPLIANCE**

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



\*\*Signature of Individual

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

Print Name: DANIEL ELIAS

By: Daniel Executive Dir Date: 5/2/2010  
Corporate Officer (Mandatory, if applicable)

Print Name: DANIEL ELIAS

\* 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 H - Part 1 of 2

CERTIFICATE OF AUTHORITY – NON-PROFIT CORPORATION

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

The New Art Center in Newton, Inc. ;
(print name of corporation)

and that

Daniel Elias
2. is the duly elected
(insert printed or typed name of the officer who signs the contract)
Executive Director of said corporation; and that
(insert title of the officer who signs the contract)

3. on March 12, 2014, 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

Daniel Elias, Executive 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

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]
(signature of Clerk/Secretary)

Name: Cindy David Sachs
(printed or typed name of Clerk/Secretary)

DATE: 5/2/2016
(insert date Certificate signed by Clerk/Secretary) \*\*

1.

\* 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.



5/2/2016

Alice Ingerson  
City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02459

Dear Ms Ingerson,

Please find below a current list of our Board of Governors. Officers are indicated.

Many thanks for all your help!

A handwritten signature in black ink, appearing to read "D. Elias".

Daniel Elias  
Executive Director

New Art Center Board of Governors as of 5/2/2016:

President: Lisa Monahan  
Vice President: Kim Spencer  
Treasurer: Laura Rutherford  
Secretary: Cindy David Sachs  
Vanessa Allen  
Courtney Cole  
Mark Goodman  
Zeina Skaff Kahhale  
Paul Kotakis  
Marianne Paley Nadel  
Ingrid Scheibler  
Adrienne Shishko  
Jessica Straus  
Caron Tabb  
Julie Weiman  
Katrina Sanders Yolen  
Mary Young

### **Attachment I 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:

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

**NOTE: The comprehensive General Liability policy must include coverage for:**

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

#### **2. Property Insurance.**

- a. In the event of distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the structure, an amount of the proceeds not to exceed the amount of \$72,652 in CPA funds granted through this agreement and paid to the Grantee by the City hereunder, together with any future City funds provided for the preservation, restoration, and rehabilitation of the Property under the terms of this Agreement and any amendments thereto, are hereby assigned and shall be paid to the City.
- b. **Restoration or Repair of Property.** In the event of fire, hazard or other similar occurrence resulting in the partial or total loss of the Property, the Grantee shall restore the Property unless the Grantee and the City determine that it is impossible or impractical to do so.