

**COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
NEWTON CEMETERY and the CITY OF NEWTON**

This AGREEMENT made as of March 28, 2018, by and between Newton Cemetery, Inc., a Massachusetts corporation, having a usual place of business located at 791 Walnut Street, Newton Centre, MA 02459 (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").

WITNESSETH THAT:

WHEREAS, the Grantee intends to preserve, restore and rehabilitate the cast iron railing surrounding the Whipple-Beal family lot (hereinafter "the Project"), known and numbered as Section K, Lot 154 within the Newton Cemetery (hereinafter "the Property"), and

WHEREAS, the Grantee has agreed to grant a permanent preservation restriction on the Property to the Newton Historical Commission to meet current historic preservation standards and protect the Property's 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 \$60,000 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 Sixty thousand (\$60,000) 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 Sixty thousand (\$60,000) Dollars shall be used for the preservation, restoration and rehabilitation of the Property in accordance with the Scope of Work as described in the Grantee's funding proposal to the CPC dated September 25, 2017, 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 the Project, due to unanticipated discoveries made as work proceeds. The Grantee shall seek approval in writing from the CPC or its designee prior to performing any task that differs significantly from the previously approved Scope of Work.

3. Conditions Prior to Initial Request for Payment.

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

- (a) The Grantee shall submit to the Community Preservation Committee or its designee a certification signed by the Grantee's Treasurer documenting the availability of the non-CPA funding listed in the Grantee's funding proposal to the CPC.
- (b) The Grantee shall deliver to the City a timeline which sets forth the expected dates by which Grantee will issue to its contractor a notice to proceed with the Project, and the expected date for completion of the Project.

4. 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, restoration 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 Proposal to the CPC (Attachment C).
- (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 submit to the Planning Department a copy of its final, executed construction contract and any required permits.
- (e) **Approval of payment for construction costs:** Before requesting reimbursement for preservation, restoration and rehabilitation work for the Project,
 - (i) for work that occurs off-site, in the contractor's workshop, the Grantee shall provide the Community Preservation Program Manager with the address of the workshop, if it is within ½ day's drive of Newton, and shall allow inspection of the work in progress by the City of Newton
 - (ii) for work that occurs on-site at the Cemetery, the Grantee shall allow on-site inspection of the completed work by the City of Newton

Upon confirmation by the City that the work for which reimbursement is being requested has been completed as previously approved, 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.

5. Conditions for Final Release of Funds.

- (a) Project shall be complete no later than 24 months from the 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) **Historic preservation restriction:** Prior to requesting the release of the final 10% of CPA grant funds, 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, a perpetual historic preservation restriction on the Property, which shall prohibit modifications to the Whipple-Beal Fence, except upon approval by the Newton Historical Commission or its designee, and which shall require the regular maintenance described in the Grantee's proposal to the CPC.
- (c) **Final project report:** Also prior to requesting the release of the final 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 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,
 - (ii) analysis of Project results,
 - (iii) document the installation of permanent signage nearby acknowledging that "The preservation and restoration of this historic fence 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,
 - (iv) illustrative photos of the property before, during, and after Project completion.
- (d) 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.

6. **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.
7. **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 historic preservation practices and in compliance with Attachment F hereof.
8. **Recapture of Funds.**
 - (a) In the event the Grantee uses any portion of the Sixty thousand (\$60,000) Dollars received pursuant to the terms of this Agreement for purposes other than the Scope of Work for the Project as described in the Grantee's funding proposal to 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.
9. **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.
10. **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.
11. **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.
12. **Equal Opportunity.** The Grantee shall comply with all applicable local, federal and state laws governing discrimination and equal opportunity.
13. **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 Sixty thousand (\$60,000) dollar 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 Sixty thousand (\$60,000) dollar 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

With copies to:

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

To Grantee:

Newton Cemetery
791 Walnut Street
Newton Centre, MA 02459

19. 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.

20. 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, February 5, 2018, with corrected CPA account number

Attachment B, Approval and Funding Recommendation of the CPC, December 4, 2017

Attachment C, Grantee's CPC Proposal: September 25, 2017

Attachment D, Certificate of Authority

Attachment E, State Tax Attestation

Attachment F, Insurance Requirements

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 Her Honor the Mayor of the City of Newton.

GRANTEE:

Newton Cemetery

By: Mary Ann Buras
Mary Ann Buras
Its: President

Date: 3/27/2018

CITY OF NEWTON:

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

Date: 3/27/18

I certify funds are available in the amount of \$60,000 in Account 21B11421-5797
for this Agreement.

By: Jessica D. [Signature]
Comptroller of Accounts

Date: 3/27/18

Approved as to legal form and character

By: Marie M. Lawler
Associate City Solicitor

Date: 3/29/18

CONTRACT APPROVED

By: Ruthanne Fuller
Ruthanne Fuller, Mayor

Date: 3/28/18

#58-18

CITY OF NEWTON

IN CITY COUNCIL

February 5, 2018


ORDERED:

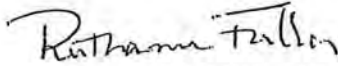
That, in accordance with the recommendations of the Community Preservation Committee, through its Chair Peter Sargent, and the Finance Committee through its Chair Leonard J. Gentile, the sum of sixty thousand dollars (\$60,000) be and is hereby appropriated from the Community Preservation Fund as shown below to be expended under the direction of the Planning & Development Department for the restoration of the Newton Cemetery's Whipple-Beal Fence, as detailed in the Community Preservation Committee's funding recommendation of December 4, 2017.

FROM: CPA Fund Historic Resources Fund Balance
(21-3321B)\$13,897
CPA FY18 Budget Reserve for Historic Resources\$46,103
(21-5790B)

TO: Whipple-Beal Fence Project
(~~21B60220~~)\$60,000
(21B11421-5797) account number corrected by Comptroller, February 2018

Under Suspension of Rules
Readings Waived and Approved
22 yeas 0 nays 2 absent (Councilors Noel and Rice)


(SGD) DAVID A. OLSON
acting City Clerk


(SGD) RUTHANNE FULLER
Mayor

Date: 2/7/18

City of Newton



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

Barney S. Heath
Director

**Community Preservation Committee
Funding Recommendation for
Newton Cemetery – Whipple-Beal Cast Iron Fence**

date: 4 December 2017
from: Community Preservation Committee
to: The Honorable City Council



PROJECT GOALS & ELIGIBILITY

This project will restore and rehabilitate Newton Cemetery’s last remaining decorative cast iron fence (detail at right), which surrounds the cemetery’s first burial (1856), in the Whipple-Beal family lot. The project’s CPA eligibility was established by the Newton Historical Commission’s unanimous 28 September 2017 vote finding the fence significant in the history and culture of Newton.

RECOMMENDED FUNDING

On 16 November 2017 by a vote of 5-1 (members Beryl Gilfix and Susan Lunin absent, Jim Robertson opposed, Parks & Recreation appointment vacant) the Community Preservation Committee recommended appropriating the requested \$60,000 for this project from the Community Preservation Fund’s current reserve and fund balance for historic resources, to the Planning & Development Department for a grant to Newton Cemetery for any CPA-eligible purpose stated or implied in this summary budget :

Newton Cemetery Whipple-Beal Fence Restoration	
Uses	
3D Laser Scan (Feldman Land Surveyors, est. value), Newton Cemetery staff time & materials *	\$9,500
Soft Costs: Design & Specifications (consultant estimate)	\$5,000
Hard Costs: Restoration (including 10% contingency)	\$55,000
Interpretive Signage (not CPA-eligible)	\$5,000
Total:	\$74,500
Sources	
CPA funds	\$60,000
Donated services & materials (see * above)	\$9,500
Friends of Newton Cemetery (Note: Mr. Eliot Beal has committed a donation of 10% of total costs, or \$7,450. The Friends will put the difference between this and the amount at right toward future maintenance.)	\$5,000
Total:	\$74,500

website www.newtonma.gov/cpa

contact Alice E. Ingerson, Community Preservation Program Manager

email aingerson@newtonma.gov phone 617.796.1144

4 December 2017, Newton CPC Recommendation for Newton Cemetery – Whipple-Beal Fence p. 2 of 2

SPECIAL ISSUES CONSIDERED BY THE CPC

Public benefits & funding leverage Newton Cemetery, founded in 1855, is open to the public at no charge every day from dawn to dusk, on the same schedule as Newton's public parks. The cemetery is Newton's only accredited arboretum and sponsors or hosts numerous free walking tours, often in collaboration with Historic Newton, the Newton Conservators and the Newton Senior Center. The Whipple-Beal fence and lot are often featured on history walks. Mr. Eliot Beal has committed to cover 10 percent of the cost to restore the decorative cast iron fence around his family's lot and, in collaboration with the cemetery, to grant the City of Newton a permanent historic preservation restriction on the restored fence.

Future potential CPA requests Private owners are responsible for the maintenance of their own lots and monuments in Newton Cemetery. Not surprisingly, however, the cemetery itself must occasionally assume responsibility for private monuments that are many decades old, as families disperse or their circumstances change. The cemetery was unable to provide the rough cost estimate and funding plan requested by the CPC for the cumulative scope of these potential future responsibilities. CPC member Jim Robertson saw the current project as worthwhile but opposed the current request because he felt it set a precedent for an unknown total of future requests for primarily CPA funding of other private projects within the cemetery.

ADDITIONAL RECOMMENDATIONS (funding conditions)

1. The CPC assumes all recommended funds will be appropriated within 6 months, and the project will be completed within 24 months, after the date of this recommendation. If either deadline cannot be met, Newton Cemetery should request an extension in writing from the CPC.
2. The phased release of CPA funds will be governed by a detailed grant agreement that includes but is not limited to these provisions: initial release of CPA funds contingent on final commitment of all non-CPA funding listed in the submitted proposal; procurement of services through the City of Newton Purchasing Dept; compliance throughout the project with the Secretary of the Interior's Standards for the restoration, rehabilitation and reconstruction of historic properties; and release of the final 10 percent of CPA funding contingent on recording a permanent preservation restriction for the Whipple-Beal Fence, to be held by the Newton Historical Commission, as well as presentation of a 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 the conditions numbered 1 and 2 above.

ATTACHMENTS

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

- Proposal submitted to the CPC (selected sections; full submission available on webpage below)
- Slide presentation to the CPC on 16 November 2017
- Copy of the CPC's project webpage, with links to additional information:

www.newtonma.gov/gov/planning/cpa/projects/newton_cemetery.asp#Whipple-Beal

Please note that, other than letters of support solicited by the proposal sponsor, the only written comments received on this proposal were from the League of Women Voters, which supported the request. Those comments are included on the webpage above but are not included with this recommendation.

City of Newton



Setti D. Warren
Mayor

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

PRE-PROPOSAL

PROPOSAL

Last updated September 2015.

Please submit this completed file directly – do not convert to PDF or other formats.
For full instructions, see www.newtonma.gov/cpa or contact us:

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

(For staff use)
date rec'd:

29 September
2017

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	Whipple/Beal Fence Restoration		
Project LOCATION	Newton Cemetery, Section K-154 791 Walnut Street, Newton Center, MA 02459		
Project CONTACTS	Name & title or organization	Email	Phone
Project Manager	Mary Ann Buras President, Newton Cemetery	mab@newcemcorp.org	(617) 332-0047 x21
Other Contacts	Eliot Beal Gr.Gr.Grandson of Original Cemetery Lot Owner	eliotbeal@aol.com	(617) 633-1541
Project FUNDING	A. CPA funds requested: \$60,000	B. Other funds to be used: \$14,500	C. Total project cost (A+B): \$74,500
Project SUMMARY	<p>Explain how the project will use the requested CPA funds. You may provide more detail in attachments, but your PROJECT SUMMARY MUST FIT IN THE SPACE BELOW. Use a cover letter for general information about the sponsoring organization's accomplishments.</p> <p>The project will use the funds to restore the historic Whipple/Beal fence at Newton Cemetery, a cast iron fence currently in a state of deterioration. The Whipple Beal lot is one of the most historically important lots in the cemetery. The lot is not only the site of the first interment (in 1856), but it is surrounded by the <i>last</i> remaining piece of decorative iron fencing in Newton Cemetery.</p> <p>The fence is approximately 20'x15' and comprised of 10 sections that are made of fluted posts, rails and decorative medallions that depict a traditional cemetery theme of the era. Each post sits on a granite base. The majority of the original paint has deteriorated significantly and the fence is dirty with visible biological growth. The iron is extremely corroded and rust covers at least 90% of the surface, which is still actively corroding. The fence and posts are no longer plumb and do not sit appropriately on the granite bases that form the foundation. The fence is currently being stabilized with wooden 2x4's set into the ground.</p> <p>The CPA funds would be used to hire the consultant required for assembling the project specifications outlining the scope of work (also necessary for the bid process) and the conservators who would be awarded the contract to perform the fence restoration. The Friends of Newton Cemetery received the contribution of the 3D Laser Scan (to within 1/4" accuracy), which clearly documents the details of the fence in its existing condition. Newton Cemetery would provide the personnel required for the oversight and management of the project as well as the skilled staff required to perform the re-work and stabilization of the granite bases that serve as the fence foundation. The Friends of Newton Cemetery will conduct fundraising for interpretive signage so the visiting public could learn about the historic significance of the fence and the restoration process.</p>		

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

Project TITLE	Whipple/Beal Fence Restoration
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USE of CPA FUNDS		HISTORIC RESOURCES
CHECK ALL THAT APPLY.	preserve	X
	rehabilitate/ restore	X

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.

- 1.) Newton's Heritage Landscapes Report, April 2009/March 2010: (Attachment #1, highlighted text)
 - o p1: "definition of heritage landscape"—" 'special places, created by human interaction with the natural environment, that help define the character of the community and reflect its past.' Heritage landscapes are dynamic and evolving; they reflect the history of the community and provide a sense of place; they show the environmental features that influenced land use patterns; and they often (but not always) have scenic qualities."
 - o p1: "diverse landscapes are central to Newton's character, yet they are vulnerable and ever-changing. For this reason it is important to take steps towards their preservation by identifying those that are particularly valued by the community"
 - o p43: Newton Cemetery, Appendix-Burial Grounds and Cemeteries
- 2.) Terra Firma—Putting Historic Landscape Preservation on Solid Ground, ©2011: (Attachment #2, highlighted text)
 - o p5: "Historic cemeteries serve an important civic function even long after the last plot is sold. Active and inactive cemeteries are valuable public open spaces, scenic locales, genealogical resources, and important historic landscapes, with many vested in their preservation.
 - o p14: "Protecting Iron Fences: Iron fences are an important contributing feature to the historic character and fabric of the landscape, yet their care is often overlooked during cemetery restoration ..."

Attachments in support of this section are posted with site history & photos on the Newton CPC website.

COMMUNITY CONTACTS List at least 3 Newton residents or organizations willing and able to comment on the project and its manager's qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. Consult staff on the community contacts required for your specific proposal.

Name & title or organization	Email	Phone	Mailing address
Lalor Burdick, Chairman Newton Cemetery Corporation	l.burdick@comcast.net	(617) 584-4633	180 Dudley Road Newton Center, MA 02459
Susan Abele, (retired) Curator of Manuscripts and Photographs Historic Newton	susan.abele@gmail.com	(918) 284-4811	23 Russell Court Newtonville, MA 02460
Michael Feldman, President & CEO Feldman Surveyors	mfeldman@feldmansurveyors.com	(617) 527-9255	42 Judith Road Newton Center, MA 02459
Catherine Offenber, ASLA, Principal, CRJA – IBI Group	coffenberg@cria.com	(617) 244-9590	211 Greenwood Street Newton, MA 02459
Lisa Dady, Director-Historic Newton	ldady@newtonma.gov	(617) 796-1450	527 Washington Street Newton, MA 02458
Donald Tsiang	tsiangs@aol.com	(617)244-0560	950 Watertown Street Newton, MA 02465

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

Project TITLE		Whipple/Beal Fence Restoration	
SUMMARY CAPITAL/DEVELOPMENT BUDGET			
Uses of Funds			
Design & Specifications (Consultant)			\$5,000
3D Laser Scan			\$2,000
Administrative and Project Management (Newton Cemetery staff time)			\$7,500
Fence Restoration (Contractor Bids)			\$55,000
Interpretive Signage at Whipple Beal Lot			\$5,000
D. TOTAL USES (should equal C. on page 1 and E. below)			\$74,500
Sources of Funds		Status (requested, expected, confirmed)	
CPA funding		Requested	\$60,000
Newton Cemetery In-Kind funding for Supervision & Management		Committed	\$7,500
Friends of Newton Cemetery In-Kind Contributions & Fundraising		In planning	\$7,000
E. TOTAL SOURCES (should equal C. on page 1 and D. above)			\$74,500
SUMMARY ANNUAL OPERATIONS & MAINTENANCE BUDGET (cannot use CPA funds)			
Uses of Funds (see ATTACHMENT B-1: Maintenance Plan & Budget for Whipple Beal Fence)			
Yearly inspection, touch-up paint if necessary, wash every 2 years (annual estimate)			\$250.00
Lightly sand and re-paint the surface in 20 +/- years: \$5,000 (estimate)			\$250.00
Completely strip and re-paint in 30-35 years: \$15,000 (estimate)			\$500.00
F. TOTAL ANNUAL COST (should equal G. below)			\$1,000.00
Sources of Funds			
Newton Cemetery operating budget & Friends of Newton Cemetery fundraising			\$1,000.00
G. TOTAL ANNUAL FUNDING (should equal F. above)			\$1,000.00
Project TIMELINE		Phase or Task	Season & Year
		Full proposal to CPC	Fall 2017
		Friends Fundraising	Spring 2017-Spring 2018
		Design	Winter 2017/18
		Bidding	Winter – Spring 2018
		Restoration Work	Summer – Fall 2018

ATTACHMENT B-1

CAPITAL BUDGET - WHIPPLE/BEAL FENCE RESTORATION.

(Supplement to "SUMMARY CAPITAL/DEVELOPMENT BUDGET")

Item of Work	Funding Source	Hard Cost	Soft Cost	Total
Design & Specifications	CPA			\$5,000
Consultant estimate			\$5,000	
Fence Restoration	CPA			\$55,000
Consultant estimate		\$50,000		
Contingency-10%		\$5,000		
3D Laser Scan	FONC			\$2,000
Feldman Land Surveyors, In-kind donation to FONC (estimated value)			\$2,000	
Newton Cemetery Staff Time	NCC			\$7,500
Project Management (65hrs @ \$100/hr)			\$6,500	
Labor: Reset granite footings (24hours @ \$35/hr)			\$840	
Material: Reset granite footings (estimate)			\$160	
Interpretive Signage at Whipple Beal Lot				\$5,000
Allowance		\$5,000		
TOTAL:		\$60,000	\$14,500	\$74,500

CPA = Community Preservation Act
 FONC = Friends of Newton Cemetery
 NCC = Newton Cemetery

ATTACHMENT B-1

Maintenance Plan & Budget for Whipple Beal Fence

(Supplement to "SUMMARY ANNUAL OPERATIONS & MAINTENANCE BUDGET")

The long-term maintenance plan and budget for the Whipple Beal Fence includes the following:

- o An annual visual inspection of the fence.
Estimate: 1 hour of Newton Cemetery staff time per year
- o Touch-up paint if necessary, as determined by annual visual inspection.
Estimate: 3 hours of Newton Cemetery staff time per year
- o Wash the fence every two years.
Estimate: 2 hours of Newton Cemetery staff time per year

The above items will be completed by Newton Cemetery's monument staff. The annual figure of \$250 is for the six hours of estimated staff time and minimal material costs. It is an average over ten years that includes annual increases of 3%. There is no need to hire additional employees to perform this work as it can all be done with the staff currently included with the annual cemetery operations budget.

- o Lightly sand and re-paint the surface of the fence approximately twenty years after renovation.
Estimate: \$5,000
- o Completely strip and re-paint the fence approximately 30-35 years after renovation.
Estimate: \$15,000

The proposed scope and estimates for the two items above were received from a qualified conservator capable of performing the work. This work would not be completed by Newton Cemetery. The figures of \$250 and \$500 included in the proposal are what the Friends of Newton Cemetery anticipates needing to set aside annually to have an appropriate amount of funds available when the time comes for the work to be done.

ATTACHMENT B-2

Non CPA Funding Funds Committed

Item	Source	Type	Estimated Value	Committed?	Funding Status
1. 3D Laser Scan	Feldman Land Surveyors	In-Kind	\$2,000	Yes	Complete
2. Administrative & Project Management	Newton Cemetery	In-Kind	\$7,500	Yes	Ongoing
3. Interpretive Signage	Friends of Newton Cemetery	Cash Donation	\$5,000	Yes	Complete

1. The Friends of Newton Cemetery received the contribution of the 3D Laser Scan from Feldman Land Surveyors. The scan is valuable for the project and cemetery records as it documents the details of the fence in its existing condition to within ¼" accuracy. The scan is available to view on the Newton Cemetery website: <https://www.newcemcorp.org/plan/whipple-beal-fence>
2. Newton Cemetery will provide the personnel required for the oversight and management of the project as well as the skilled staff required to perform the re-work and stabilization of the granite bases that serve as the fence foundation.
3. The Friends of Newton Cemetery has secured the additional funds needed to implement and complete the project should Newton Cemetery be awarded the CPA grant. Through fundraising efforts directed at individuals and corporations interested in the mission of the Friends of Newton Cemetery, including preservation, the organization has raised \$14,000 in 2017. A portion of this amount is dedicated to the Whipple/Beal Fence Restoration project. In addition, Mr. Eliot Beal has made a commitment to the Friends of Newton Cemetery for 10% of the project cost.

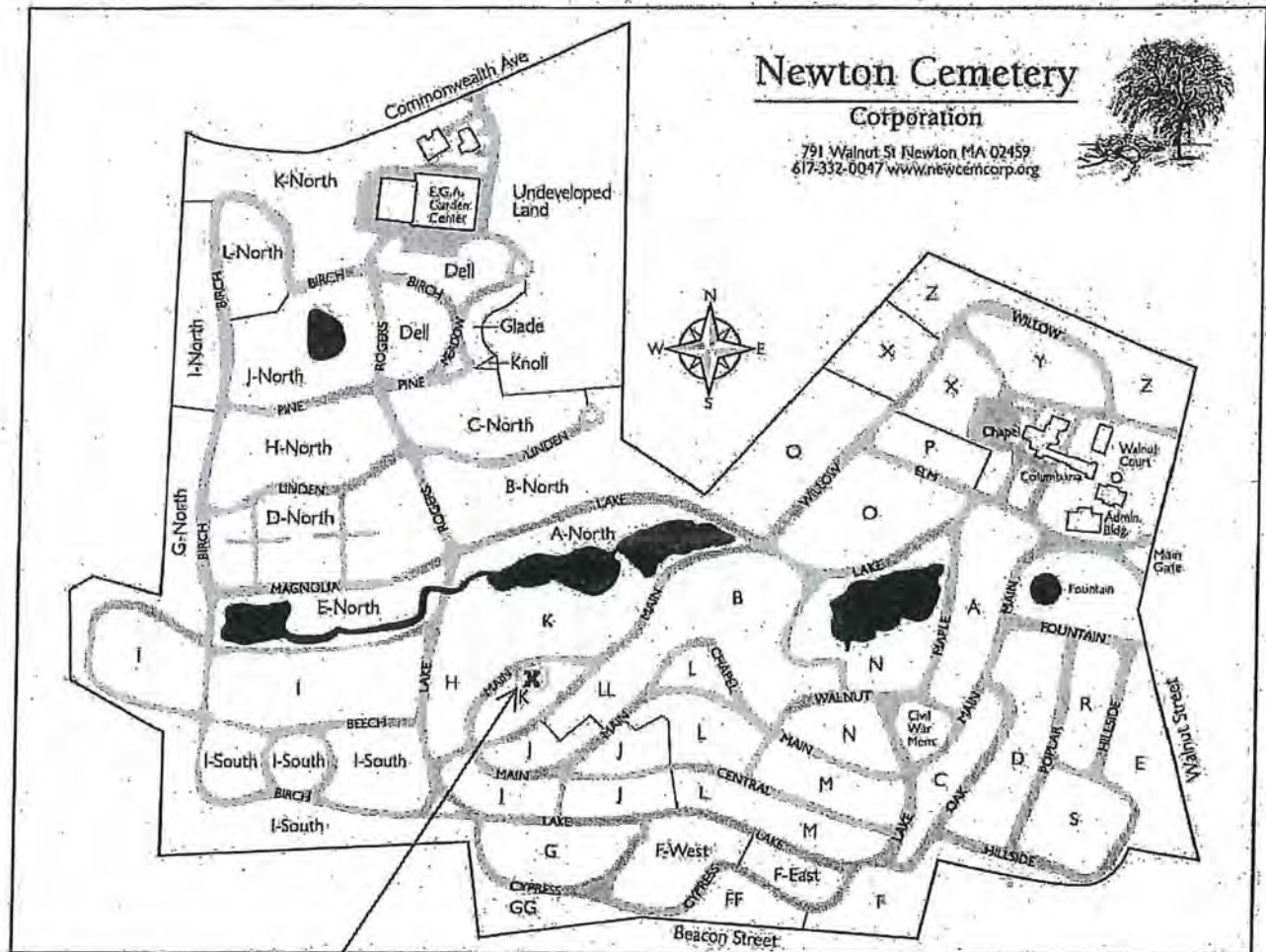
ATTACHMENT A-1

Photos: Whipple-Beal Fence



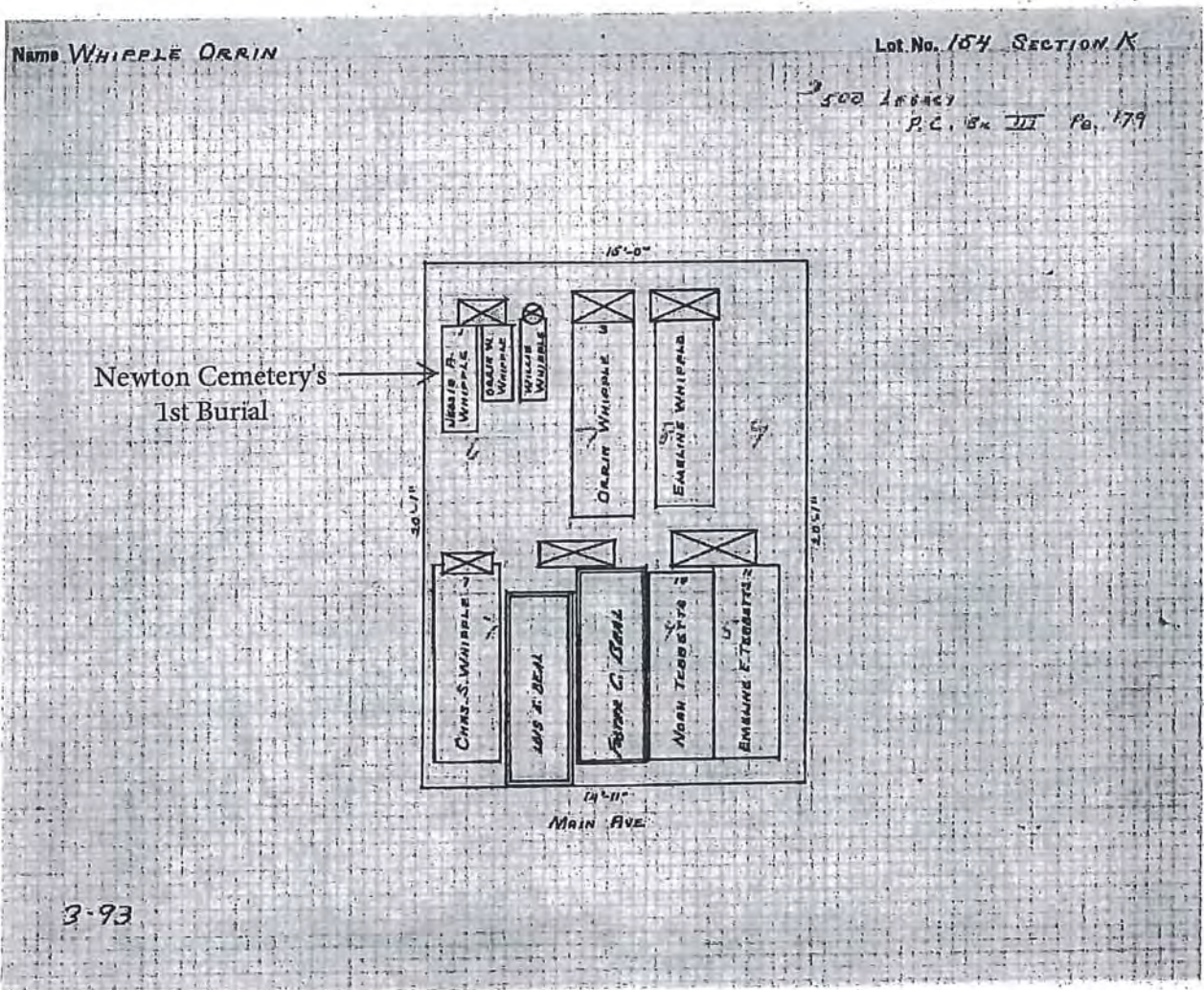
The Whipple Beal cast iron fence is 20' wide on each side and 15' long front and back. The fence is comprised of ten sections made of fluted posts, rails and decorative medallions: The medallions depict lambs resting under weeping willow trees, a traditional theme in many cemeteries of this era. There are 62 medallions and 11 posts, each set on a granite base.

ATTACHMENT A-2: MAPS-CEMETERY MAP



Location of Whipple/Beal Fence

ATTACHMENT A-2: MAPS-WHIPPLE/BEAL LOT CARD





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
FID/FITY
(617) 796-1089
www.newtonma.gov

Barrie S. Heath
Director

RECORD OF ACTION:

DATE: October 6, 2017

SUBJECT: Historic Whipple Fence (located in Newton Cemetery, Walnut Street)

At a scheduled meeting and public hearing on September 28, 2017, the Newton Historical Commission, by a vote 7-0:

RESOLVED to find the historic Whipple fence historically significant for the purposes of CPC funding.

<u>Voting in the Affirmative:</u>	<u>Voting in the Negative:</u>	<u>Abstained:</u>
Nancy Grissom, Chairman		
Mark Armstrong, Member		
Laura Fitzmaurice, Member		
Peter Dimond, Member		
Doug Cornelius, Member		
Jean Fulkerson, Member		
Ellen Klapper, Alternate		

Title Reference:

Owner of Property:

Newton Cemetery
Middlesex (South) Registry of Deeds

Deed recorded at:

Book _____ Page _____

Date _____

Katy Max Holmes, Staff

ATTACHMENT E-1

SITE CONTROL, VALUE & DEED RESTRICTIONS

Newton Cemetery and the Whipple/Beal Lot Representative (Mr. Eliot Beal) understand that a deed restriction will be required if CPA funding is granted for the Whipple/Beal fence restoration project.

Deeds for lots in Newton Cemetery (such as the attached) grant what is referred to as "Rights of Interment" to the cemetery lot owner(s). The Right of Interment is the burial entitlement for a specific location within the cemetery. When purchasing a cemetery space, the *right* to use the cemetery space is being purchased, but the grave or lot remains the property of Newton Cemetery.

Cemetery lot owners are also granted certain rights to erect monuments (or fences, in the case of the Whipple/Beal lot) upon their grave. There are specific regulations pertaining to these rights that depend on a number of factors including grave size and location within the cemetery. Monuments on graves are owned by the lot owners, not Newton Cemetery. As such, maintenance of monuments is executed by the lot owner. In an historic cemetery, there are circumstances where older, historic monuments are no longer being cared for by the family as the descendants have no tie to the original owner or do not have the financial means for proper maintenance of a monument they did not even choose to purchase.

When a monument is in need of care, Newton Cemetery will attempt to notify the descendants. It may be impossible to make contact, and even if made, there may be no interest. In such cases, Newton Cemetery would make a determination on the care of the monument, which depending on the circumstances, could include removal.

60
154

ATTACHMENT E-1 Orrin Whipple Deed for the Lot

Know all Men by these Presents, That the NEWTON CEMETERY CORPORATION, in consideration of *Twenty five* dollars and *100* to them paid by *O. Whipple* of *Newton* the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to the said *O. Whipple* the sole and exclusive right of burial, and of erecting tombs or cenotaphs in, and of ornamenting the same, upon such terms and conditions, and subject to such regulations as said Corporation shall prescribe, *One* lot or subdivision situate on the Way called *Main Avenue* in the Cemetery of said Corporation, in Newton, Mass, and numbered *One hundred & fifty four* on the Plan of said Cemetery, which Plan is in the possession of said Corporation for inspection by said grantee and *his* heirs and assigns, at all reasonable times; said lot containing *Three hundred* superficial square feet

TO HAVE AND TO HOLD the aforegranted Premises to the said *O. Whipple* *his* heirs and assigns forever; subject, however, to such terms and conditions, limitations, liabilities, and regulations as said Corporation may from time to time prescribe, and in accordance with the statutes which are, or may be, in such case made and provided. [See Statute 1841, chapter 114, &c.

IN TESTIMONY WHEREOF, the said NEWTON CEMETERY CORPORATION have caused these Presents to be signed by their President, and countersigned by their Treasurer, and authenticated by their common seal in duplicate, this *twenty fifth* day of *May* in the year of our Lord one thousand eight hundred and *fifty nine*

Executed and delivered, }
in presence of

John Ayres,

Henry B. Johnson President.
Treasurer.

ATTACHMENT E-2

MEMORANDUM

TO: Mary Ann Buras, President
Newton Cemetery Corporation

FROM: Barbara H. Carboni, Board of Trustees

DATE: September 20, 2017

RE: Summary of Plan for Preservation Restriction for Whipple/Beale Fence

CPC staff note: As of 25 October 2017, after further consultation with the City of Newton Law Dept., the Newton Cemetery & City staff have agreed to work toward a preservation restriction to be held by the Newton Historical Commission.

This Memorandum outlines the Cemetery's plan for obtaining and recording a Preservation Restriction relating to the Whipple/Beal Fence on the Cemetery property. Such Preservation Restrictions are required where, as here, funding is sought under the Community Preservation Act for restoration of historic structures. The goal is a Preservation Restriction conforming to the requirements of G.L. c. 184, s. 31-33¹; granted to an appropriate entity; recorded at the Middlesex Registry of Deeds; and enforceable in perpetuity, or for the longest period permitted by law. The following steps must be taken; note that some steps may be pursued concurrently:

1. Identification of Grantor(s). The Cemetery owns the real property in which the Whipple/Beal family lot is located, and upon which the Whipple/Beal fence stands. The Cemetery is thus "the owner of the land . . . appropriate to preservation of a structure or site historically significant for its architecture, archeology or associations" identified in G.L. c. 184, s. 31 as the party executing (granting; conveying) the preservation restriction. The fence *itself* is owned by descendants of the Whipple/Beal family. The Cemetery must determine, as a legal matter, what permissions must be granted by descendent family members as the fence owners in order for the preservation restriction to be enforceable under G.L.c. 184, ss. 31-33.

Action required: The Cemetery will research this issue and if necessary consult with the Massachusetts Historical Commission (whose approval is required for the preservation restriction to have the benefit of the statute) to determine what rights, if any, must be conveyed

¹ The relevant portion of G.L. c. 184, s. 31 provides:

"A preservation restriction means a right, whether or not stated in the form of a restriction, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of the land or in any order of taking, appropriate to preservation of a structure or site historically significant for its architecture, archeology or associations, to forbid or limit any or all (a) alterations in exterior or interior features of the structure, (b) changes in appearance or condition of the site, (c) uses not historically appropriate (d) field investigation, as defined in section twenty-six A of chapter nine, without a permit as provided by section twenty-seven C of said chapter, or (e) other acts or uses detrimental to appropriate preservation of the structure or site."

ATTACHMENT E-2

by the fence owners to the Cemetery; or whether the descendent family members would be a "co-grantor" of the preservation restriction.

Action required: Based on a determination of what rights, if any, may/must be granted by the descendant owners of the fence, the Cemetery will draft appropriate documents and work with the owners to execute such documents.

2. Identification of Grantee: For a preservation restriction to have the benefits of G.L. c. 184, s. 31-33, it must be "held by [a] governmental body or by a charitable corporation or trust whose purposes include preservation of buildings or sites of historical significance or of a particular such building or site." G.L. c. 184, s. 32. The Cemetery is in the process of identifying an appropriate Grantee for the preservation restriction. The Cemetery first contacted the City of Newton's Planning Department to inquire whether the City might be able to hold the preservation restriction. The Planning Department advised after consultation with the City's Law Department that Historic Newton would be a more appropriate entity to hold the restriction.

See CPC staff note on page 1 of this memo.

Action required: The Cemetery will discuss with representatives of Historic Newton whether there is ability and interest to hold the preservation restriction. If this discussion is not fruitful then the Cemetery will identify other potential grantees qualified under G.L. c. 184, s. 32.

3. Drafting of Preservation Restriction. A Preservation Restriction conforming to the requirements of G.L. c. 184, ss. 31-33 must be drafted. The Massachusetts Historical Commission has promulgated a model restriction and there are many good examples on their website.² A Restriction should contain provisions for administration and monitoring, and requiring conformity with the Secretary's Standards for Rehabilitation of Historic Properties

Action required: The Cemetery will draft a Preservation Restriction conforming to the statutes and to guidance provided by the Massachusetts Historical Commission; requiring compliance with the Secretary's Standards; and tailored to the particular circumstances of the Whipple/Beal fence being owned by family descendants while the real property to be encumbered is owned by the Cemetery.

4. Approval of the Massachusetts Historical Commission. For a preservation restriction to have the benefits of G.L. c. 184, ss. 31-33, it must have the approval of the Massachusetts Historical Commission. See G.L. c. 184, s. 32.

Action required: The Cemetery will submit the Preservation Restriction to the Massachusetts Historical Commission for review and approval, and work with representatives of the Commission to modify the Restriction as required.

5. Recording of Preservation Restriction. A Preservation Restriction conforming to the statutes should be recorded in the Middlesex Registry of Deeds upon completion of the project, or at

² I recently drafted a preservation restriction, to be held by a Town, for windows in a Masonic Building, for which the Town had granted CPC funds for restoration. This restriction would serve as a very good model for the Whipple/Beal fence.

ATTACHMENT E-2

such other time determined to be appropriate by the Cemetery, Grantee, and Massachusetts Historical Commission.

Action required: The Cemetery Commission, in conjunction with the Grantee/holder of the Preservation Restriction, will arrange for recording of the Restriction at the Middlesex Registry of Deeds upon project completion or other appropriate time as determined.

Professionals capable of performing the Whipple-Beal fence restoration work were consulted about the scope and cost. An independent "cost consultant" was not used to determine the restoration estimate included with this proposal. The following "Proposed Treatment" is Newton Cemetery's understanding of the restoration work necessary. The development of formal specifications is included as part of the CPA funds requested. The estimate for completing the project design specification was also obtained from professionals who perform this type of work. An environmental mitigation plan and notation of the inclusion of "green" or sustainable features and materials will be part of the scope requirements in the specifications developed for the bid.

Proposed Treatment:

The current condition of the fence will be documented in writing and with high quality digital images according to AIC (American Institute for Conservation of Historic & Artistic Works) standards.

The elements of the fence will then be labeled for future identification and disassembled into sections by detaching the top and bottom rails. The sections will then be placed on custom built pallets and shipped to the conservator's shop.

The sections will be cleaned to remove superficial dirt, bio-growth and loose paint. They will be further disassembled into their component parts and paint and rust will be removed. Areas too fragile to withstand mechanical cleaning will be cleaned as much as possible and treated with a rust conversion coating.

Areas of thin metal and small holes in the casting will be filled with filler especially formulated for use on cast iron. Missing parts and elements too damaged to repair safely will be cast from molds taken from existing elements. The parts can be fabricated in cast iron. The internal rods that hold the post sections together will be replaced with a compatible metal.

All of the components will be repainted with an easily maintainable paint system. The fence sections will then be reassembled into larger sections, with final assembly on site where the fence will be reset onto the existing granite footings.

All work to be performed in accordance with the Code of Ethics and Standards of Practice of the American Institute for Conservation of Artistic and Historic Works.

Documentation:

High quality digital images will be taken before, during and after the treatment. A written final treatment report will be provided to Newton Cemetery upon completion of the project.

Estimate of Restoration Costs:

Treatment as described above including all labor and materials.....	\$50,000
Contingency (10%)	<u>\$ 5,000</u>
Total:	\$55,000

Design & Specification Costs:

Estimate.....\$ 2,000 - 5,000

ATTACHMENT D-2

Newton Cemetery's Long Term Sustainability Plan

The income from Newton Cemetery's endowment, a perpetual care fund, is intended for the long-term maintenance and repair of the Cemetery's grounds and equipment. The value of the endowment was \$34.8MM as of 9/1/2017. The Finance Committee, as established by the Board of Trustees, has developed an Investment Policy for the Fund. The primary long-term objective is to grow the real (i.e., inflation adjusted) purchasing power of the endowment in order to eventually support the maintenance of the cemetery and the structures it owns when all interment space is sold. The Finance Committee reviews the policy and investment reports, and evaluates the Fund performance regularly. The committee also meets in person at least twice per year with the fund management firm, BNY Mellon.

Revenue is generated from sales and services. Service revenue will continue after all cemetery space is sold and currently accounts for about 40% of the total revenue. In addition, Newton Cemetery Corporation relies on the Fund to supplement ongoing operations expenses of just over \$3MM per year. A payout of 4.5% based on a rolling average of the Fund's market value is currently drawn each year. This anticipated payout is a critical factor in determining the Fund's overall investment objectives.

In order to continue to build the endowment, Newton Cemetery transfers a minimum of 30% of the purchase price of each interment space sold into the Fund. The transfer policy is set by the Board of Trustees and is reviewed annually, but the current minimum percentage of 30% has been in effect for more than thirty years. Presently, 50% is transferred and has been for the past ten years.

The current sale value of all developed and unsold interment space is \$32.825MM (as of 9/1/2017). This figure fluctuates as inventory is sold or newly created in areas of the cemetery where there is undeveloped interment space. It does not reflect the total value of all potential interment space if the cemetery was 100% developed and there was no space left to sell.

In 2013, Newton Cemetery engaged the CRJA-IBI Group, a Boston landscape design firm, to help devise a master plan for ten acres of undeveloped land in the northwest corner of the cemetery along Commonwealth Avenue. CRJA-IBI worked with the cemetery Board, staff, contractors and a group of sub-consultants that included surveyors, civil, soil, irrigation and cost engineers in the creation of the *Master Plan for Cemetery Expansion*, a detailed, 200+ page document. This document was used as the guideline for the development of three of the ten acres, built and opened for sale in 2014. (The inventory in this new area is included with the 'developed interment space figure of \$33MM+ above). The value of the remaining seven acres of undeveloped land included in the *Master Plan for Cemetery Expansion* is conservatively estimated at \$38MM.

In addition to the expansion area described above, there is potential to develop 'pockets' of new interment space throughout the remaining 90 acres of cemetery. It is impossible to give an exact

value, but the task of identifying and quantifying this space is ongoing as Newton Cemetery continues to work on planning with CRJA-IBI. The potential value of what has been identified so far is estimated at \$7MM.

The total sales value of the current plus future development is nearly \$78MM. The sale of interment space fluctuates from year to year, but averages about \$1.5-1.7MM annually. Approximately 45-50 years' worth of identified inventory is or will be available.

Based on BNY Mellon's best thinking, the 10-year return forecast for the growth strategy of the Endowment is 5.7%. They believe that equities are reaching the end of a lengthy bull market, and subdued returns in the coming years will keep the average below what the Endowment has experienced over the last 5 years. It is reasonable to estimate a slightly higher return over a period longer than 10 years as down markets usually rebound at some point in a timeframe that long.

If 30% (of \$1.5MM) of sales is contributed annually, it is estimated to take approximately 30 years at 5.7%, or 27 years at 6% for the Endowment to hit \$65MM. Assuming 50% (of \$1.5MM) sales are contributed annually, it is estimated to take 24 years at 5.7%, or 22 years at 6%.

Assuming \$450,000 Annual Contribution (30% of Sales 1.5MM)

Return	Years to Reach \$60mm	Years to Reach \$70mm
5.0%	38	51
5.5%	29	38
5.7%	26	35
6.0%	23	30
6.5%	20	26

Assuming \$750,000 Annual Contribution (50% of Sales 1.5M)

Return	Years to Reach \$60mm	Years to Reach \$70mm
5.0%	27	36
5.5%	22	29
5.7%	21	27
6.0%	19	25
6.5%	16	21

Attachment D

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

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

Newton Cemetery and that
(print name of corporation)

2. Mary Ann Buras is the duly elected

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

3. President of said corporation;

(insert title of the officer who signs the contract)

4. and that on 3/23/2018, 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

Mary Ann Buras, President

(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:

Mary Ann Buras
(signature of Clerk/Secretary)

NAME:

Mary Ann Buras
(printed or typed name of Clerk/Secretary)

DATE: 3/27/2018

*(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 D

Attachment D (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>
Lalor Burdick	Chairman
Peter G. Kelly	Vice Chairman
Mary Ann Buras	President
Adrian S. Bresler	Treasurer
Mary Ann Buras	Clerk

List of Board of Directors:

Name

Marygrace D. Barber

Lawrence C. Bauer

Lalor Burdick

Vincent J. Farina

Peter G. Kelly

Barbara Carboni

Jonathan G.G. Isaac

Sara Goldberg

G. West Saltonstall

Attachment E

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.*

Adrian Bresler

**Signature of Individual

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

Print Name: Adrian Bresler, Treasurer

By: Adrian Bresler Date: 3/27/18

Corporate Officer (Mandatory, if applicable)

Print Name: Adrian Bresler

* 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 F
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 Whipple-Beal fence, for the duration of the Project supported with City of Newton Community Preservation funds.

3. 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.

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.