



Finance Committee Agenda

City of Newton In City Council

Revised

Monday, January 14, 2019

7:00 PM
Room 211

Chair's Note: The Zoning & Planning Committee will meet jointly with the Finance Committee to discuss the first three items #29-19, #220-18, and #28-19.

Items scheduled for discussion:

Referred to Zoning & Planning and Finance Committees

- #29-19** **Funds to cover the cost of a vision plan for the Riverside MBTA property**
HER HONOR THE MAYOR requesting authorization for the acceptance and expenditure of funds provided by the Riverside MBTA property developer to cover the cost of independent consultant support for a vision plan for the Riverside MBTA property.
- #220-18** **Discussion relative to the Washington Street Corridor Action Plan**
DIRECTOR OF PLANNING requesting monthly progress discussions on the Washington Street Corridor action plan.

Referred to Zoning & Planning and Finance Committees

- #28-19** **Appropriation of \$600,000 for rehabilitation of Allen House**
COMMUNITY PRESERVATION COMMITTEE recommending the appropriation of six hundred thousand dollars from the Community Preservation Fund to the Planning & Development Department for a grant to the Newton Cultural Alliance for the rehabilitation of the historic Allen House, 35 Webster Street, for use as a community arts and cultural center, to supplement the CPA funding previously appropriated for this project through Council orders #227-14(2) and #156-16.
- #26-19** **Appropriation of \$30,000 from CPA funds for holding conservation restrictions**
COMMUNITY PRESERVATION COMMITTEE recommending the appropriation of thirty thousand dollars (\$30,000) from the Community Preservation Fund to the Planning & Development Department for a grant to the Newton Conservators, for costs associated with holding the conservation restrictions required by the Community Preservation Act (CPA) on two properties acquired by the City in 2007-2010 using CPA funds, at 30 Wabasso Street (for the Conservation Commission) and 20 Rogers Street (for the Parks & Recreation Commission).

The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

Referred to Programs & Services and Finance Committees

#588-18

Amendment to increase income eligibility for clause 41A tax deferral program

HER HONOR THE MAYOR requesting an amendment to Section 27-10 of the City of Newton Revised Ordinance to increase the maximum qualifying gross receipts amount for the purposes of the Tax Deferral Program from \$60,000 to \$72,000 for the fiscal year beginning July 1, 2018 and for all subsequent years.

Programs & Services Approved 4-0 (Schwartz not voting) on 01/09/19

Referred to Public Facilities and Finance Committees

#31-19

HER HONOR THE MAYOR requesting authorization to transfer the sum of one hundred thousand dollars (\$100,000) from Current Year Budget Reserve to the Department of Public Works Processing Recyclables to fund increased costs of processing recyclables due to changes in the recycling market.

Public Facilities 6-0-1 (Leary abstaining) on 01/09/19

#27-19

Increase the FTEs in the Public Buildings Department by one custodian

HER HONOR THE MAYOR requesting authorization to increase the number of Full Time Employees (FTEs) in the Public Buildings Department by one custodian position for the Senior Center to be funded through the Council on Aging Formula Grant.

Referred to Public Facilities and Finance Committees

#32-19

Authorization to submit a statement of interest to the MSBA

SCHOOL SUPERINTENDENT FLEISHMAN requesting a vote of the City Council to authorize the superintendent of Schools to submit requests to the Massachusetts School Building Authority (MSBA) for consideration of funding for the replacement of the boiler and roof at Memorial Spaulding School and the replacement of the roof at Underwood Elementary School.

Public Facilities on 01/09/19

Referred to Public Facilities and Finance Committees

#33-19

HER HONOR THE MAYOR requesting authorization to transfer for the sum of one million three hundred thousand dollars (\$1,300,000) Free Cash to fund the continuation of Feasibility Study/Schematic design and Site Plan Approval for the Lincoln Eliot/Newton Early Childhood Program.

Public Facilities 7-0 on 01/09/19

Referred to Programs & Services, Public Facilities and Finance Committees

#34-19

HER HONOR THE MAYOR requesting authorization to accept and expend one hundred thousand dollars (\$100,000) from the State Fiscal Year 2019 Legislative Earmark Funds to be used to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center.

Public Facilities 7-0 on 01/09/19

Programs & Services 4-0 (Schwartz not voting) on 01/09/19

#35-19 Request to transfer funds for a 1-year collective bargaining agreement with AFSME
HER HONOR THE MAYOR requesting authorization to transfer the sum of forty thousand dollars (\$40,000) from Wage Reserve to the following accounts to fund to fund the cost items set forth in the one-year labor contract agreement with the Foremen’s Union.

Public Buildings Full-time Salaries	\$5,000
Public Works Full-time Salaries	\$25,000
Parks and Recreation Full-time Salaries	\$10,000

#25-19 Re-appointment to the Financial Audit Advisory Committee
PRESIDENT OF THE CITY COUNCIL re-appointing DAVID SPECTOR, 34 Lombard Street, Newtonville, as a member of the FINANCIAL AUDIT ADVISORY COMMITTEE for a term to expire on February 1, 2022.

#639-18 Mayor’s re-appointment of Maria Rosen as a constable
HER HONOR THE MAYOR re-appointing MARIA ROSEN 41 Aspen Avenue, Auburndale, reappointed as a Constable for the City of Newton for a term of office to expire December 6, 2021. (60 days 02/15/19)

All other items before the Committee will be held without discussion.

Respectfully submitted,

Leonard J. Gentile, Chair

#29-19



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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rfuller@newtonma.gov

RECEIVED
Newton City Clerk
2018 DEC 31 PM 3:12
December 1, 2018
DANIEL A. OLSON, CMAS
Newton, MA 02459

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to authorize the acceptance and expenditure of funds to cover the cost of consultant support for a vision plan for the Riverside MBTA property. The Riverside developer has been asked to pay this cost. However, no developer will be involved in the selection of consultants for this work and the work will be completed independently and under the direction of the City.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor



Ruthanne Fuller
Mayor

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

#29-19
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www.newtonma.gov

Barney S. Heath
Director

MEMORANDUM

DATE: January 11, 2019

TO: Councilor Susan Albright, Chair, Zoning and Planning Committee
Councilor Leonard Gentile, Chair, Finance Committee

FROM: Barney Heath, Director, Department of Planning and Development
James Freas, Deputy Director of Planning
Lily Canan Reynolds, Community Engagement Manager

RE: **Docket Item #29-19, Acceptance of Funds for the development of a Riverside Vision Plan**

MEETING: January 14, 2019

CC: Planning and Development Board

We have attached the Request for Qualifications (RFQ) that was developed to generate consultant responses from five (5) consultant teams (see below).

We received responses from each of the five teams contacted including:

1. Civic Moxie
2. Consensus Building Institute
3. Goody Clancy
4. Metropolitan Area Planning Council
5. Union Studio

Each team will be interviewed by the Riverside Vision selection committee comprised of the following individuals:

1. Randall Block, Lower Falls Representative
2. Philip Wallas, Auburndale Representative
3. Ward 4 Councilor Josh Krintzman
4. Barney Heath, Director of Planning and Development
5. James Freas, Deputy Director of Planning and Development
6. Jonathan Yeo, Chief Operating Officer

Following the interview process, the selection committee will request a detailed scope of work and not to exceed fee from the consensus choice. The petitioner for the proposed development at Riverside, Mark Development, will then provide the City with a check to cover the full cost of these services.

The Planning Department will then prepare and oversee the contract with the consultant.

Riverside Visioning – Planning Consultant Services Scope of Work

City of Newton Planning and Development Department

Project Goal: To develop a vision plan for the future development of Riverside Station

Project Overview: The City of Newton seeks consultant services to develop a Vision Plan for Riverside Station. Development of a mixed-use project at the Riverside Station was approved years ago by the MBTA, who operates not only the Green Line terminus at the station but also a maintenance facility and bus terminal. The development team has expanded to include new members, and the project has grown to encompass the neighboring property at the Indigo Hotel.

With a Special Permit application anticipated this spring, the City of Newton seeks to reengage stakeholders in the neighborhood, city, and region in order to clarify its objectives for the site. The selected team will work closely with the City of Newton Planning Department to lead a community engagement process and produce a Vision Plan for Riverside report that illustrates the City's principles and priorities for the future of the site. The final vision plan will support staff and the City Council during their review of the upcoming project.

Project Timeframe: 10 weeks from January – March 2019

Deliverable: A Vision Plan for Riverside outlining the City of Newton's principles for development and priorities for community benefits for any future development of the Riverside terminal site

Key Skill Sets: Cross-sector experience of planning topics, land use development and project feasibility, community engagement and facilitation

Task List:

- Stakeholder analysis and interviews
- Site conditions analysis
- Community engagement process
- Vision Plan report preparation

Objectives for each task:

Task 1: Stakeholder Analysis and Interviews

City of Newton Planning and Development Department
1000 Commonwealth Ave, Newton MA 02459

Riverside is understood to be a site with neighborhood, citywide, and regional implications.

The task is to identify stakeholders (neighborhood, citywide, and regional), conduct interviews, collect data, and identify the range of perspectives and priorities for the Riverside site. During this process, the stakeholder analysis should identify the main interests on the issues, and the options that stakeholders see for addressing the issues.

Task 2: Site Conditions Analysis

The site is partially under private ownership and partially owned by the Massachusetts Department of Transportation. It currently operates as the terminal station of the Green Line “D” branch and as an intercity bus terminal. The site has limited access with boundaries that include the Charles River, the I-95/Rte-128 highway, and a rail line spur.

The task is to analyze the existing site conditions (assets and challenges) including the development constraints set by the Mass DOT rail operations and lease or sale requirements to understand the required features for any future project.

Also important will be analysis/understanding of the location as it relates to the larger community and the region, particularly in terms of the local and regional transportation network.

Task 3: Community Engagement Process

The City of Newton believes strongly in community dialogue about the future of the site and sees visioning as an opportunity to clarify the City’s objectives for any future development with direct feedback from residents and other stakeholders.

The task is to organize and lead a 3-phase community process with a combination of public meetings and online community engagement efforts to identify principles for development of the site and priorities for community benefits. The task includes preparation of all engagement materials and presentations.

The estimated phase structure is as follows (to be finalized in conjunction with the selected consultant):

- Engagement Part 1: Listening and Learning – reporting out on stakeholder analysis and site conditions, hearing from community members about their concerns and priorities for the site
- Engagement Part 2: Draft principles for development and community benefit ideas – pulling from the stakeholder and public engagement activities, present a draft set of development principles and community benefits for feedback and assistance with prioritization (online and in person engagement are anticipated)
- Engagement Part 3: Vision Plan presentation – Present the final report first in a public forum and then at a City Council meeting

Task 4: Vision Plan Report Preparation

The final Vision Plan report is expected to document the findings of the stakeholder analysis, site conditions analysis, and community dialogue about objectives for future development. As with other vision plans completed by the City, the Riverside Vision Plan will serve as a resource for the Planning Department, City Council, and the public when considering the details of any proposed future development or zoning amendment.

This task includes preparing a well written and graphically illustrated report.

Anticipated Topic Lists

Topics anticipated to be covered include, but are not limited to:

- Principles and priorities for transit-oriented development
 - Encompassing the active rail-maintenance facility in any future development
 - Site planning to promote transit use (bus, light-rail, intercity bus, potential commuter rail, etc.)
 - Housing diversity and affordability, including a variety of income levels, and new housing models (e.g. serviced micro-units and shared apartments, private dorms, artist live/work units, etc.)
- Principles and priorities for riverfront development
 - stormwater management
 - open space access and trail networks
- Principles and priorities for neighborhood- connected development
 - walkable connections
 - traffic management/mitigation
 - enhancing connected social fabric – public gathering spaces (indoor/outdoor), schools and services for children and older adults, neighborhood serving retail/services
- Principles and priorities for community design
 - Scale
 - Relationship to greater neighborhood character
 - Potential for significant architectural features

City of Newton Staff Support

The City of Newton Planning and Development Department will be very actively involved in the execution of this work. Due in large part to the previous special permit, the City has access to a wealth of data and information about the site. Planning department staff will provide the selected team with background research, available GIS data, and other materials as needed. Staff will work with the City Councilors representing Ward 4 to line up an initial list of stakeholders for interviews. Staff will also be

the convener of the community engagement events, managing meeting logistics and online engagement platforms, and advertising to key stakeholder groups and the public at large.

Submission Requirements & Selection Process

The City of Newton is soliciting quotes for the Riverside Visioning effort. In order to move quickly to community engagement and stakeholder interviews, this project is intended to complete contracting and begin work by mid-January 2019.

Respondents are requested to send the following by January 8th, 2019:

- A brief introduction to the firm (1-page maximum)
- Resume for project lead

Respondents will be asked to attend an interview with the selection committee in the afternoon of January 16th or 17th and discuss/present how they would approach the project.

The selection committee is comprised of:

- City of Newton Chief Administrative Officer
- City of Newton Director of Planning and Development
- City of Newton Deputy Director of Planning
- City Councilor from Ward 4
- Neighborhood Representative (Lower Falls)
- Neighborhood Representative (Auburndale)

The Selection Committee reserves the right to select more than one consultant in order to have the range of expertise deemed necessary. Following selection, the selected respondent(s) will work with City staff to finalize a detailed scope of services including a price proposal that will serve as the basis for contracting.



Washington Street Vision Plan & Zoning Code - Progress Report 12/21/2018

Task	Description	Original Budget	Revised Budget	Total to Date	% Complete
Task 0.0	Project Management	\$ 31,855.00	\$ 35,855.00	\$ 32,978.50	91.98%
Task 1.0	Existing & Emerging Conditions Research	\$ 70,335.00	\$ 13,752.95	\$ 13,752.95	100.00%
Task 2.0	Community Connectors	\$ 2,920.00	\$ 3,176.80	\$ 3,176.80	100.00%
Task 3.0	Community Crowdsourcing	\$ 21,625.00	\$ 25,732.50	\$ 25,732.50	100.00%
Task 4.0	Multi-Day Planning Event (Charrette)	\$ 121,290.00	\$ 121,290.00	\$121,178.60	99.91%
Task 5.0	Plan Open House (Public Draft #1)	\$ 143,335.00	\$ 208,438.48	\$208,438.49	100.00%
Task 6.0	Forums	\$ 18,455.00	\$ 10,455.00	\$ 1,365.00	7.40%
Task 7.0	Revise Plan & Zoning Code (Public Draft #2)	\$ 38,190.00	\$ 29,304.27	\$ 22,091.25	57.85%
Task 8.0	Final Plan & Zoning Code (Public Draft #3)	\$ 20,255.00	\$ 20,255.00	\$ 0.00	0.00%
Team Cost		\$ 468,260.00	\$ 468,260.00	\$428,714.09	91.55%
Direct Cost		\$ 31,740.00	\$ 31,740.00	\$ 23,320.07	73.47%
TOTAL		\$ 500,000.00	\$ 500,000.00	\$452,034.16	90.41%

PRINCIPLE

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STUDIO W513
BOSTON, MA 02118

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STUDIO@PRINCIPLE.US
PRINCIPLE.US



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Ruthanne Fuller
Mayor

City of Newton, Massachusetts

Department of Planning and Development
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#28-19

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Barney S. Heath
Director

Community Preservation Committee Funding Recommendation for Allen House Phase 3 Historic Rehabilitation - Supplemental Funding

date: 22 December 2018

from: Community Preservation Committee

to: The Honorable City Council

PROJECT GOALS & ELIGIBILITY

The Newton Cultural Alliance is requesting this supplemental funding in response to higher-than-anticipated costs and changes affecting some other funding sources for the rehabilitation of the historic Nathaniel Allen House (35 Webster Street, West Newton) for use as a community arts, performance, and education center.

This project's CPA eligibility was established for two previous CPA appropriations, totaling \$2.3 million (see www.newtonma.gov/gov/planning/cpa/projects/allen.asp). The Allen House is listed on the National Register of Historic Places and is a local Newton historic landmark. Its historically significant exterior and interior features are also protected by an updated, [permanent historic preservation restriction](#), recorded in April 2018.

RECOMMENDED FUNDING

On 11 December 2018 by a vote of 6-0 (members Beryl Gilfix, Richard Kronish and Robert Maloney absent), the Community Preservation Committee recommended appropriating \$600,000 from the Community Preservation Fund's fy19 budget reserve and fund balance for historic resources to the Planning & Development Department, for a grant to the Newton Cultural Alliance for the Allen House project, subject to the conditions outlined on the next page and based on the detailed budget attached to the proposal, as summarized here:

Uses of Funds	
Acquisition, closing costs	\$325,000
Phase I total	\$810,000
Phase II total	\$965,000
Phase III total (90% construction, 10% soft costs)	\$3,900,000
Overall Expenses (all phases), including:	\$1,500,000
Contingency (\$300,000)	
Finance expenses, interest (\$350,000)	
Developer fee, management, staff (\$850,000)	
Total Uses of Funds	\$7,500,000

Sources of Funds	
CPA - grants of 2014, 2016	\$2,300,000
Village Bank Debt (\$750k + \$300k)	\$1,050,000
Massachusetts Cultural Council (\$270k + \$300k)	\$570,000
NCA (donations before 2017)	\$550,000
Capital Campaign (new funds incl. \$200k in pledges rec'd)	\$920,000
Massachusetts Historic Tax Credits (net)	\$990,000
Federal Historic Tax Credits (net)	\$520,000
CPA - 2018 supplemental request	\$600,000
Total Sources of Funds	\$7,500,000

website www.newtonma.gov/cpa

contact Alice E. Ingerson, Community Preservation Program Manager

email aingerson@newtonma.gov phone 617.796.1144

SPECIAL ISSUES CONSIDERED BY THE CPC

The CPC has received only positive community comments about this project. All CPC concerns focused on project finances.

In the project's 10-year operating budget, the CPC considered some cost projections optimistic. In the event of any eventual annual operating surplus, the committee also urged the Newton Cultural Alliance to increase its projected annual contributions to a replacement reserve. However, the CPC also agreed that this budget's revenue projections seemed appropriately conservative for a building that will be used primarily by nonprofit arts and educational organizations, and that the proposed geothermal system, though expensive to install, would help to minimize operating costs.

The development phase of the Allen House project is facing the same higher-than-anticipated construction costs as other current projects in greater Boston. For various reasons the project's federal historic tax credits will also contribute less toward project costs than originally anticipated. To address these issues, the Newton Cultural Alliance (NCA) has worked with its architect and contractor to find savings while ensuring that the project still meets the federal historic rehabilitation standards required by its funding sources, including CPA. NCA has also negotiated additional bank financing within the constraints of its intentionally conservative operating revenue projections and has set an ambitious new target for its capital campaign.

Additional possible cost reduction options would create additional challenges: The developer fee is important for accessing federal tax credits, and any deferred portion of that fee would have to be paid from cash flow, which is a risk. Some construction could be deferred while additional funding is sought, including installation of the elevator and the geothermal system. However, the CPC also understood NCA's conviction that visible progress on construction – especially for the new black box theater – is critical to the success of the capital campaign.

To maximize the non-CPA funding leveraged without increasing these risks, the CPC recommends earmarking this supplemental CPA funding for the installation of the geothermal system, once most other construction has been completed using a combination of previously appropriated CPA funds and non-CPA funds.

Finally, the CPC understands that accessing the federal historic tax credits requires NCA to form a for-profit partnership to hold the property for a period of time through a ground lease from NCA as the property's long-term nonprofit owner; and that the new partnership will be required to honor both the historic preservation restriction and key conditions in the [existing grant agreement governing the project's previously committed CPA funding](#), particularly about the site's uses.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. The CPC assumes all recommended funds will be appropriated within 3 months, and the project will be completed within 24 months, after the date of this recommendation. If either of these deadlines cannot be met, the Newton Cultural Alliance should submit to the CPC a written request to extend that deadline.
2. This supplemental CPA funding should be released through a grant agreement that is consistent with the existing agreement governing the CPA funds committed through [City Council order #126-16](#), and that limits the use of these supplemental CPA funds to the acquisition and installation of the geothermal system, once most other construction for the project's Phase 3 has been completed.
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 goals 1 and 2 above; on the Newton Cultural Alliance's long-term physical stewardship of Allen House; and on the provision of the other community benefits envisioned in the Alliance's 2014-2018 funding proposals to the CPC.

ATTACHMENTS

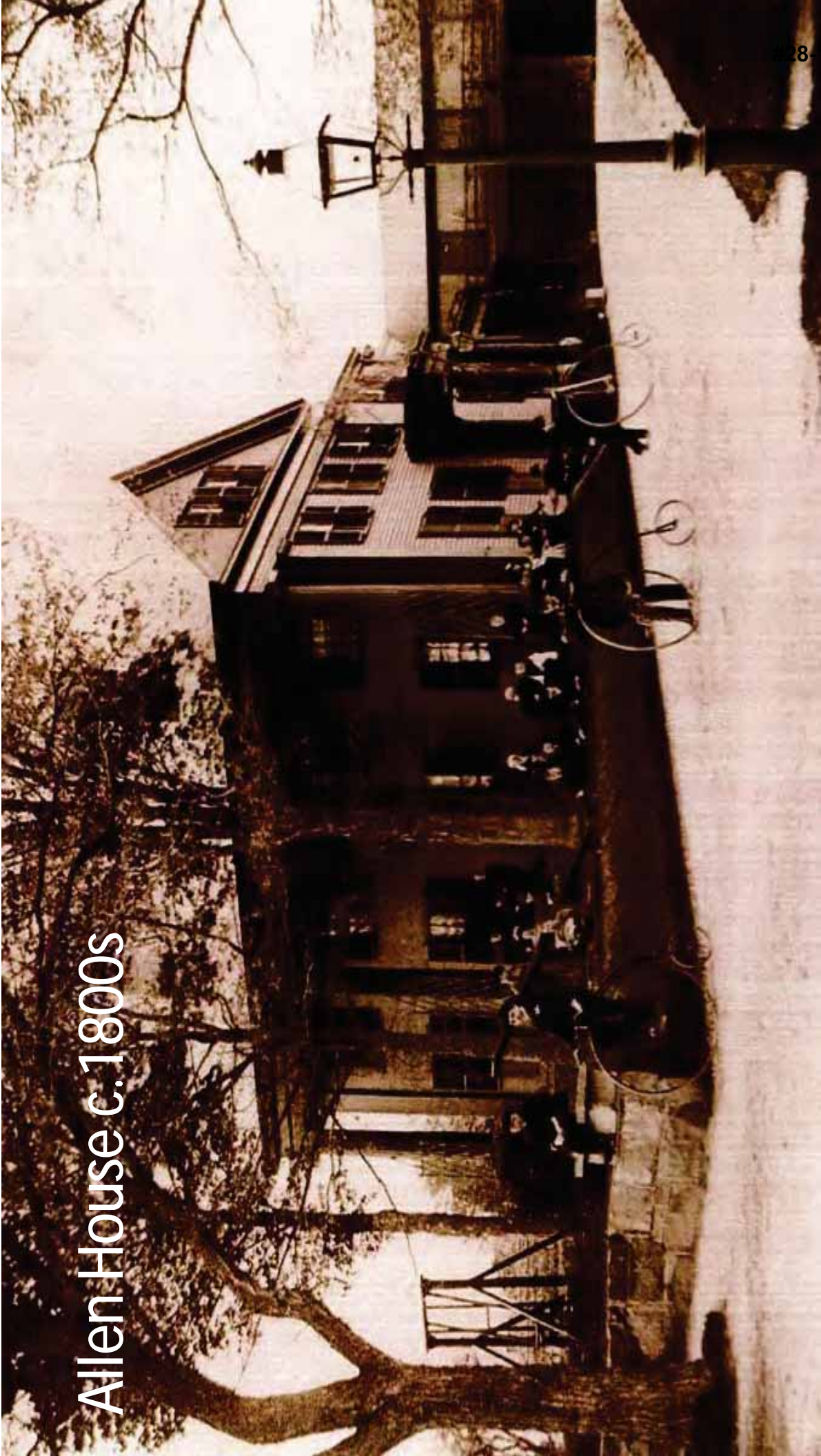
(delivered to the clerks of the Zoning & Planning Committee and Finance Committee)

- Proposal submitted to the CPC, also available from www.newtonma.gov/gov/planning/cpa/projects/allen.asp#Phase-3

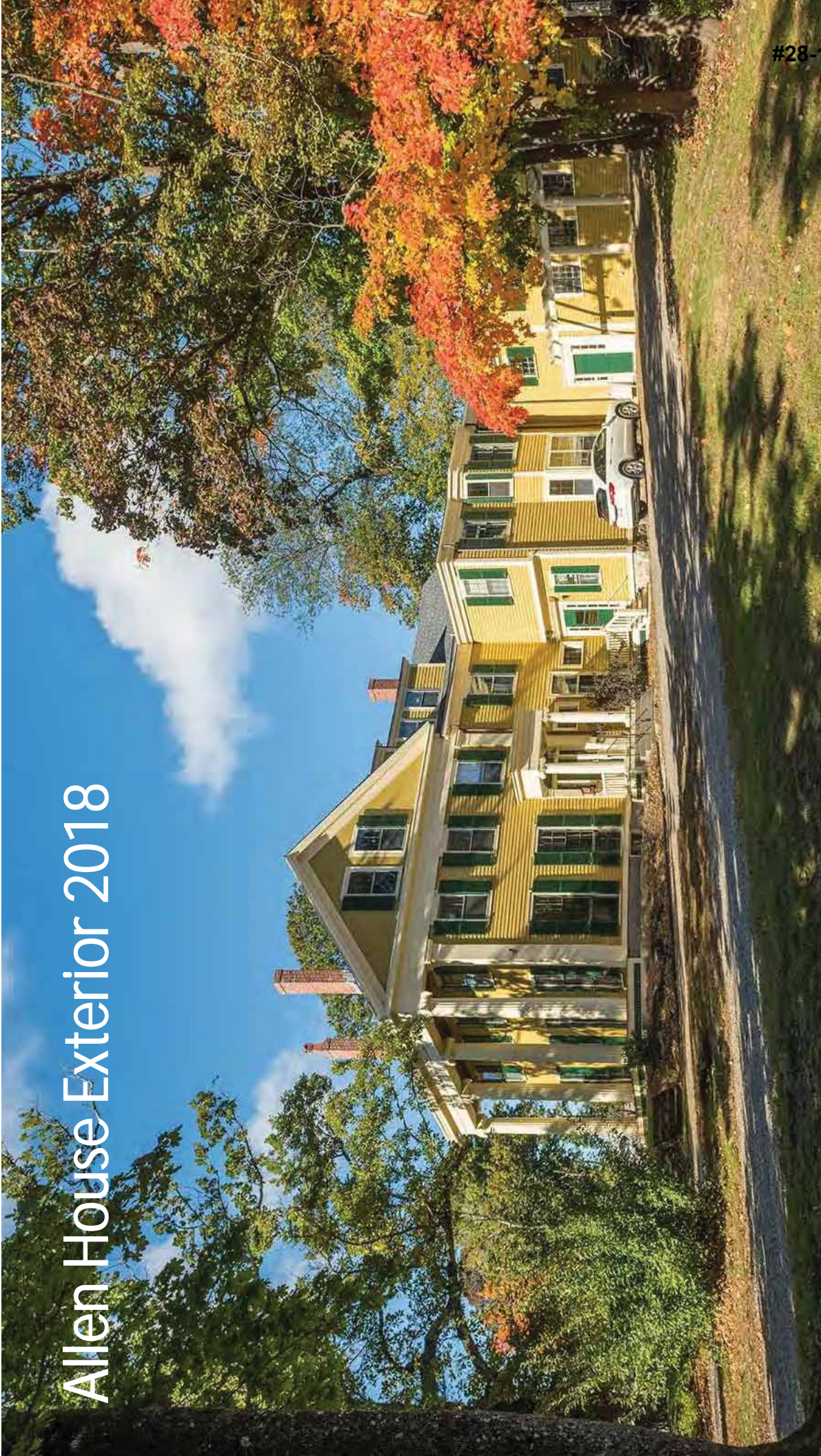
Nathaniel Allen Centre for Arts & Culture

Adaptive Reuse Final Phase (Phase 3)
CPC Presentation, December 11, 2018

Allen House c. 1800s



Allen House Exterior 2018



Allen House Barn, Pre-construction





Phase Two-
Nathaniel Allen
House
1000 W. 10th Street
Baltimore, MD 21204

PROJECT NO.	18-001
DATE	08/14/18
SCALE	AS SHOWN
DESIGNED BY	DLA
DRAWN BY	DLA
CHECKED BY	DLA
DATE	08/14/18



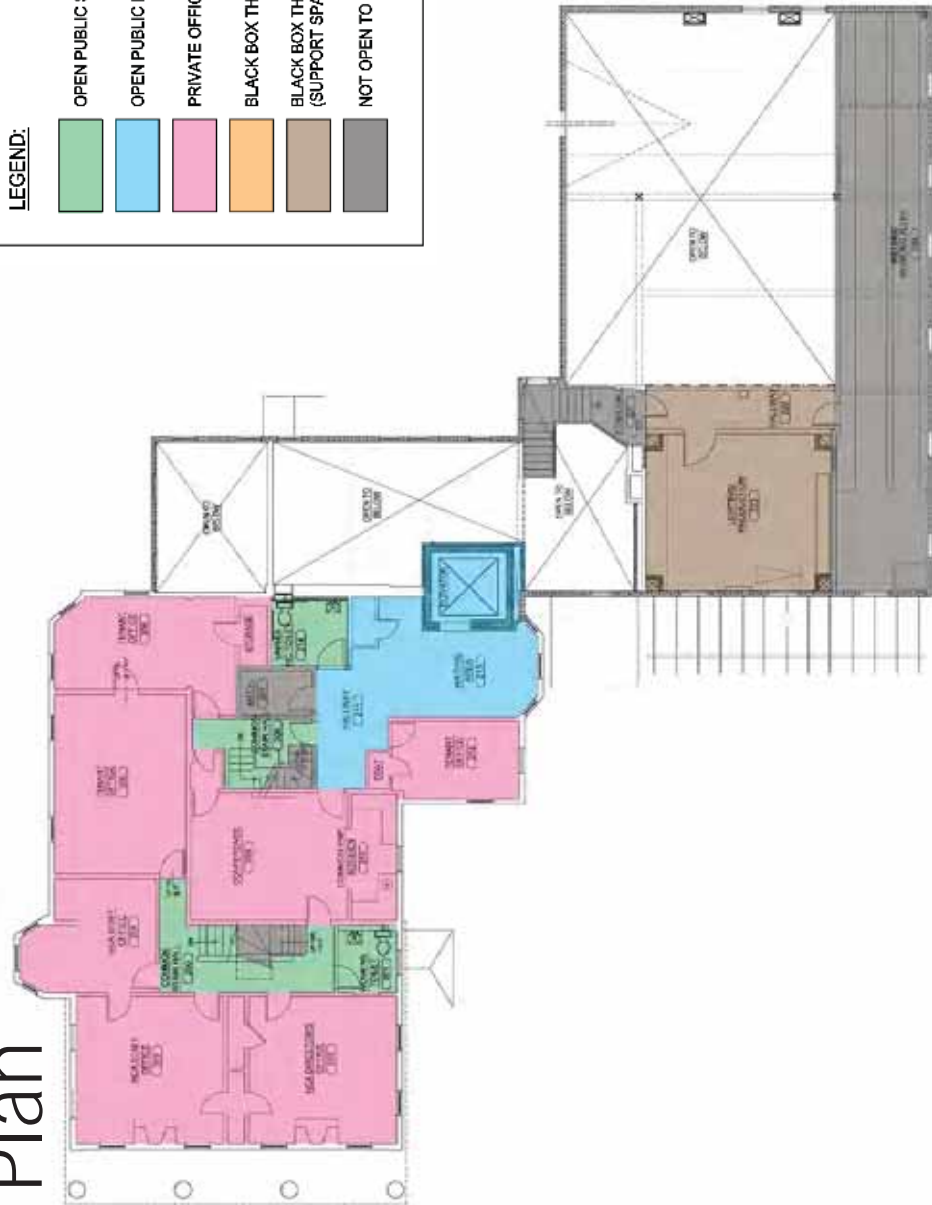
Sheet 113
PROPOSED SECOND
FLOOR PLAN

A12

Second Floor Plan

LEGEND:

- OPEN PUBLIC SPACES
- OPEN PUBLIC LOBBIES
- PRIVATE OFFICE SPACES
- BLACK BOX THEATER
- BLACK BOX THEATER (SUPPORT SPACES)
- NOT OPEN TO PUBLIC



(A) PROPOSED SECOND FLOOR PLAN (4600 SQ. FT. - EXCLUDING OPEN AREA)

Third Floor Plan



Phase Two-
Nathaniel Allen
House
20 Milliner Street
Boston, MA 02114

Project No.	100000000000000000
Date	10/10/2010
Scale	1/8" = 1'-0"
Sheet No.	303
Sheet Title	PROPOSED THIRD FLOOR PLAN
Client	NATHANIEL ALLEN
Architect	DLA ARCHITECTURE



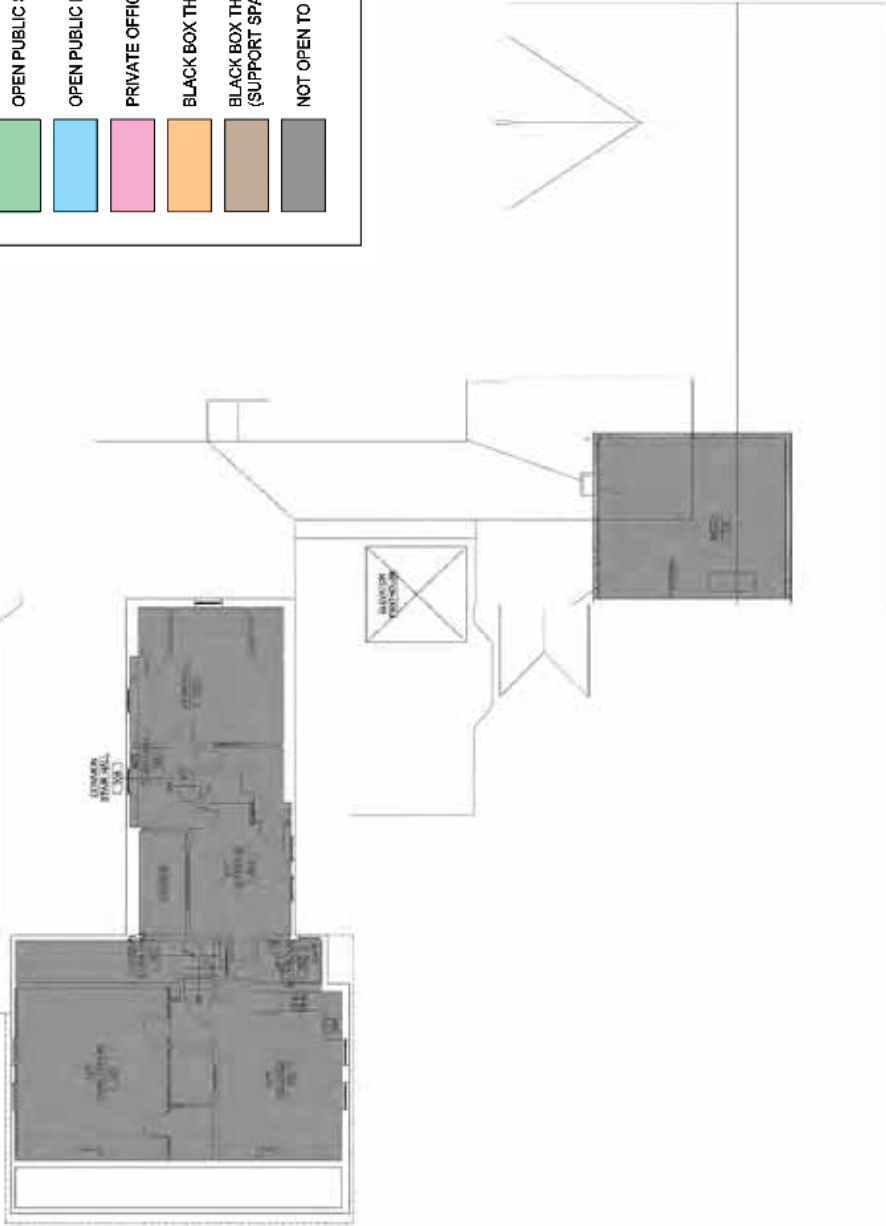
PROPOSED THIRD FLOOR PLAN

#28-19

A1.3

LEGEND:

- OPEN PUBLIC SPACES
- OPEN PUBLIC LOBBIES
- PRIVATE OFFICE SPACES
- BLACK BOX THEATER
- BLACK BOX THEATER (SUPPORT SPACES)
- NOT OPEN TO PUBLIC



PROPOSED THIRD FLOOR PLAN (1965,37 S.F.)

Project Timeline

Phase or Task	Season & Year
Reviews/approvals (City historical, zoning, site plan, MA access board) & working	12/2012 - 2014
PHASE I: bidding, construction for public access, safety improvements	
PHASE II:	
CPC & City Council process, contractor bidding, renovation to prepare for Jr.	Winter/Spring 2016
Junior League renovation/house décor and Show House	Spring 2016
Interior and Exterior Demolition (incl. structural bracing)	Late summer/Fall 201
First office tenants move in	August 2016
Exterior restoration on house - roofs, carpentry, windows, paint	2016 - 2017
PHASE III: Part I	
Structural excavation, utilities, exterior repairs and begin interiors	Fall 2018
Interior Repairs and elevator shaft	Winter 2019
Complete restoration on barn - exterior work - carpentry, gutters, paint	Spring 2019
PHASE III: Part 2	
Elevator installation, interior barn finishes and geo-thermal installation	Summer 2019
Exterior paving, Landscaping, grounds	Summer 2019
Final inspections and launch community programming	Fall 2019

Development Budget - Uses of Funds

Acquisition (11/12) purchase price + closing costs	\$325,000
Phase I: (12/13 - 4/14/16) design & construction, legal fees, utilities, maintenance	\$810,000
Phase II (4/15/16 - 6/17) Prepare Junior League and for office tenants, public use	
Hard costs	\$685,000
Soft costs	\$280,000
Phase III - (7/17 - 10/19)	
Hard costs - site, construction	\$3,500,000
Soft costs - architect, engineers, legal	\$400,000
Contingency	\$300,000
Soft cost - interest on construction loan	\$100,000
Overall project costs	\$250,000
Finance expense	
Developer fee, management, staff	\$850,000
	TOTAL USES \$7,500,000

Development Budget - Sources of Funds

Source	Status (requested, expected, confirmed)	
Acquisition & Phase I		
CPA funding	Received (appropriated October 2014)	\$300,000
Village Bank	Received - Line of credit	\$750,000
NCA Donations/foundation	Received before 2/1/2016	\$550,000
Phases II and III		
CPA funding	Granted Spring 2016	\$2,000,000
MA Historic Tax Credits	Net amount at .90/\$1 of \$950K Allocated – not yet used	\$855,000
Mass Cultural Council CFF Grant	Spring 2016	\$270,000
MA Historic Tax Credits	2018 & 2019, add'l applications - \$150K gross. .90/\$1 net	\$135,000
Federal Historic Tax Credits	Approved 20% QRE est at \$4.0M @ .65/\$1	\$520,000
Mass Cultural Council CFF	Application January 2019	\$300,000
Capital Campaign	May 2016 - December 2019: individual/bus. (\$200K pledged as of 10/1/18)	\$920,000
Phase III		
CPC supplemental request		\$600,000
Village Bank	Additional permanent debt	\$300,000
	TOTAL SOURCES	\$7,500,000

Operations & Maintenance Budget

Uses of Funds projected for FY 20, first year of occupancy

Annual contracts (maintenance - snow, cleaning, insurance, etc.)	\$31,000
Repairs, maintenance	\$26,500
Utilities	\$16,000
Other: Mortgage, permits, property manager, reserve	\$95,500
TOTAL ANNUAL COST	\$169,000

Sources of Funds

Tenant office leases	\$42,000
House and barn event rentals	\$39,000
House and Barn class rentals	\$45,000
Weekend workshops/summer camps	\$10,000
NCA presents - a series of concerts, lectures, readings and theater offerings presented by NCA	\$15,000
Allen House Friends and other fees	\$22,400
TOTAL ANNUAL FUNDING	\$173,400

Black Box Theater Rendering



November 19, 2018

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

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

Dear Alice and Members of the Community Preservation Committee:

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

Our need to request additional funding for this project is driven by the fact that when we put this project out to bid in the summer of 2018 the prices came in 50% higher than estimated 6 months earlier by a contractor estimator. This sudden change, brought on we understand by the saturated state of the building market and the newly imposed government tariffs in 2018, dealt a serious blow to our efforts to complete this project in a timely manner. We deeply appreciate the CPC's willingness to consider giving us a hand.

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

1. Following our conversation on 11/13/18 the 10 year operating budget has been edited.
2. Tax credit amounts are now all estimated based on current price estimates from consultant tax credit attorney Dan Kolodner.
3. Dan Kolodner has written a one- page summary of the Federal Tax Credit process for this application.

We look forward to meeting you on December 11th. In the meantime if there are questions please do not hesitate to ask.

Very truly yours,



Adrienne Hartzell Knudsen
Managing Director



Setti D. Warren
Mayor

Newton, Massachusetts Community Preservation Program FUNDING REQUEST

 PRE-PROPOSAL

 PROPOSAL

Form last updated 11 October 2018.

#28-19
(For staff use)

date rec'd:
rec'd 19
Nov 2018,
3:30 pm

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

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

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

Project TITLE	Nathaniel Allen Homestead, Phase 3		
Project LOCATION	Full street address (with zip code), or other precise location. 35 Webster St. , West Newton, MA 02465		
Project CONTACTS	Name & title or organization	Email	Phone
Project Manager	Adrienne Hartzell Managing Director, Newton Cultural Alliance	adriennehk@newtonculture.org adriennehartzell@gmail.com	617-969-6442 (h) 857-636-0199 (c)
Other Contacts	Laurel Farnsworth Board Member, Newton Cultural Alliance	df.1876.laurel@gmail.com	617-429-7297 (h) 617-244-2209 (c)
Project FUNDING	A. CPA funds requested: \$600,000	B. Other funds to be used: 1) Federal & MA historic tax credits, 2) Private donations/ capital campaign 3) Village Bank permanent debt 4) MA Cultural Facilities grants 5) earlier related CPC grant	C. Total project cost (A+B): \$7,500,000
Project SUMMARY	Explain as concretely as possible how the project will use the requested CPA funds (use a cover letter rather than this space for general information about the sponsoring organization's accomplishments). You may provide more detail in attachments, but your PROJECT SUMMARY MUST FIT IN THE SPACE BELOW.		
<p>The Nathaniel Allen Homestead is on the National Register of Historic Places (1978) & is a City of Newton Landmark (1997). In the 1850's Allen was a noted abolitionist & progressive educator, working with Horace Mann & championing co-education, racial integration & physical education. Education was a family pursuit as Nathaniel was joined by his brothers, cousins, and his children. His daughters opened the Misses Allen School, a college preparatory school for girls in 1904 at the 35 Webster Street family home. It closed in 1943. When the building was marketed for condos in 2012, the Newton Cultural Alliance (NCA) was able to purchase it on short notice with a \$250,000 private gift as fulfillment of a mission goal for the NCA - to develop collaborative arts and cultural facilities for the Newton community. Initially NCA conceived of this project in 2 phases. In early 2017 we determined we should re-align & do the project in 3 phases, which are summarized as follows:</p> <p>Acquisition: Late November 2012</p> <p>Phase I: 2013 - 4/2016. Work to make the building publicly accessible including new accessible toilet room & temporary access ramp, plumbing repairs and preparation for the Junior League work in 2016.</p> <p>Phase II: 5/2016-6/2017. Exterior restoration work including new roofs throughout, extensive carpentry restorative work on house clapboards, gutters, downspouts, columns & painting of said restored exterior.</p> <p>Phase III: 7/2017- 10/2019. Final restoration of excavation, exterior repairs & paint, adaptive reuse of barn for theater, classroom, toilet rooms, green room, elevator & geothermal HVAC system.</p> <p>In 4/18 all drawings were complete, city bid process undertaken & Phase III building permit issued. The bids came in, in the current economy nearly 50% higher than 12/17 estimates & we learned our federal tax credit opportunity was only half what was expected. The end result is we now find ourselves \$1M short in funds to complete the project. We return to the CPC to request additional funds to help finish this project & bring online a 21st century adaptive reuse of one of Newton's historical gems for arts, culture, creativity & community.</p>			

Project TITLE	Nathaniel Allen Homestead, Phase 3		
USE of CPA FUNDS	HISTORIC RESOURCES	Preserve ✓	Restore/rehabilitate ✓
COMMUNITY NEEDS	From each of at least 2 plans linked to the Guidelines & Forms page of www.newtonma.gov/cpa , provide a brief quote with plan title, year, and page number, showing how this project meets previously recognized community needs. You may also list other community benefits not mentioned in any plan.		
<p>The Allen House is listed in the Newton Comprehensive Plan 2007, Section 9 – “Planning for & with History,” pp. 9-1 to 9-18. It is #5 on the Historic Properties Map. In accordance with the goals of the Comprehensive Plan of doing more with history, (p. 9-6) our project will follow Newton’s growing historic trend “...seeing history everywhere. By rehabilitating and integrating historic resources into everyday life,” However, true to a “special place for reasons of the heart” (p. 9-7) the Allen Homestead’s distinct architecture and history define the character of the neighborhood. The Allen House is also listed in the Appendix of the Heritage Landscape Report (p.52, rev.2010) in the section titled Residential/Neighborhood. While many significant old trees remain, many are also are in very poor condition. The Newton Tree warden has visited the property and in consultation with GROUND, the landscape designer with whom NCA is working, we will be working with the City to make a full preservation plan in accordance with good tree care practice. Our attorney, parking and engineering consultants have tried to balance the preservation of as much of the landscape as possible with the parking requirements of the zoning code for an educational and cultural facility. We have appeared before the Historical Commission and have had our project approved. It should be noted that the Draft Vision Plan for Hello Washington Street, presented 10/24/18 makes reference to the importance of arts and culture in the city - a key piece of which is developing facilities like the Allen House in support of community and creativity.</p>			
COMMUNITY CONTACTS	List at least 3 Newton residents or organizations willing and able to comment on the project and its manager’s qualifications. No more than 1 should be a supervisor, employee or current work colleague of the project manager or sponsor. Consult staff on the community contacts required for your specific proposal.		
	Name & title or organization	Email	Phone
	Karen Haywood, neighbor	ktapper41@hotmail.com	617-332-2888
	Erin Splaine, Minister, First Unitarian Society in Newton	minister@fusn.org	617-527-3203
	Mr. Gorham Brigham	Fgb3@comcast.net	617-965-2482
Project TIMELINE	Phase or Task	Season & Year	
	Historic commission, zoning approvals, site plan review, MA access board, working drawings	12/2012 - 2014	
	PHASE I: Contractor bidding, construction, completion Phase I - public access, safety	2014 - 2015	
	PHASE II: CPC presentation, City Council process, contractor bidding	Winter/Spring 2016	
	PHASE II: Contractor bidding, renovation to prepare for Jr. League	Winter/Spring 2016	
	Junior League renovation/house décor and Show House	Spring 2016	
	Interior and Exterior Demolition (incl. structural bracing)	Late summer/Fall 2016	
	First office tenants move in	August 2016	
	Exterior restoration on house - roofs, carpentry, windows, paint	2016 - 2017	
	PHASE III: Part I Structural excavation, utilities, exterior repairs and begin interiors	Fall 2018	
	Interior Repairs and elevator shaft	Winter 2019	
	Complete restoration on barn - exterior work - carpentry, gutters, paint	Spring 2019	
	PHASE III: Part 2 Elevator installation , interior barn finishes and geo-thermal installation	Summer 2019	
	Exterior paving, Landscaping, grounds	Summer 2019	
	Final inspections and launch community programming	Fall 2019	

Project TITLE		Nathaniel Allen Homestead, Phase 3
SUMMARY CAPITAL/DEVELOPMENT BUDGET		
Uses of Funds		
Acquisition (11/12) purchase price + closing costs		\$325,000
Phase 1 and 1A: (12/13 - 4/14/16) design & construction, legal fees, utilities, maintenance		\$810,000
Phase 2 (4/15/16 - 6/17) Prepare Junior League and for office tenants, public use		
Hard costs		685,000
Soft costs		280,000
Phase 3 - (7/17 - 10/19)		
Hard costs - site, construction		3,500,000
Soft costs - architect, engineers, legal		400,000
Contingency		300,000
Soft cost - interest on construction loan		100,000
Overall project costs - Finance expense		250,000
Developer fee, management, staff		850,000
D. TOTAL USES (should equal C. on page 1 and E. below)		\$7,500,000
Sources of Funds	Status (requested, expected, confirmed)	
Acquisition & Phase 1/1A		
CPA funding	Received (appropriated October 2014)	\$300,000
Village Bank	Received - Line of credit	\$750,000
NCA Donations/foundation	Received before 2/1/2016	\$550,000
Phases 2 and 3		
CPA funding	Granted Spring 2016	\$2,000,000
MA Historic Tax Credits	Net amount at .90/\$1 of \$950K Allocated – not yet used	\$855,000
Mass Cultural Council CFF	Spring 2016	\$270,000
MA Historic Tax Credits	2018 & 2019, add'l applications - \$150K gross. .90/\$1 net	\$135,000
Federal Historic Tax Credits	Approved 20% QRE est at \$4.0M @ .65/\$1	\$520,000
Mass Cultural Council CFF	Application January 2019	\$300,000
Capital Campaign	May 2016 - December 2019: individual/bus. (\$200K pledged)	\$920,000
Phase 3		
CPC supplemental request		\$600,000
Village Bank	Additional permanent debt	\$300,000
E. TOTAL SOURCES (should equal C. on page 1 and D. above)		\$7,500,000
SUMMARY ANNUAL OPERATIONS & MAINTENANCE BUDGET (cannot use CPA funds)		
Uses of Funds projected for FY 20, first year of occupancy See detailed 10-year projection attached.		
Annual contracts (maintenance - snow, cleaning, insurance, etc.)		\$31,000
Repairs, maintenance		\$26,500
Utilities		\$16,000
Other: Mortgage, permits, property manager, reserve		\$95,500
F. TOTAL ANNUAL COST (should equal G. below)		\$169,000
Sources of Funds		
Tenant office leases		\$42,000
House and barn event rentals		\$39,000
House and Barn class rentals		\$45,000
Weekend workshops/summer camps		\$10,000
NCA presents - a series of concerts, lectures, readings and theater offerings presented by NCA		\$15,000
Allen House Friends and other fees		\$22,400
G. TOTAL ANNUAL FUNDING (should equal F.)		\$173,400

Project TITLE		Nathaniel Allen Homestead, Phase 3		Attachments for Full Proposal	
↓ Check off submitted attachments here.					
REQUIRED	X	PHOTOS			
	X	MAP			
REQUIRED	X	HISTORIC SIGNIFICANCE			
PROJECT FINANCES printed and as computer spreadsheets, with both uses & sources of funds					
REQUIRED	X	project development pro forma/capital budget: include total cost, hard vs. soft costs and contingencies, and project management – amount and cost of time from contractors or staff (in-kind contributions by existing staff must also be costed)			
	X	project operating/maintenance budget, projected separately for each of the next 10 years (CPA funds may not be used for operations or maintenance)			
	X	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			
	X	Federal Historic tax credits: explanation of process and value			
SPONSOR FINANCES & QUALIFICATIONS					
REQUIRED	X	Newton Cultural Alliance most recent annual operating budget (revenue & expenses) & financial statement (assets & liabilities)			
	X	Project team qualifications: relevant training & track record of managing similar projects, including prior phases of this project			
	X	professional design & cost estimates: include site plan, floor plans & elevations			
	X	materials & finishes; highlight “green” or sustainable features & materials			

See also additional attachments list provided by proposal sponsor, which overlaps but does not coincide with this one.

See also preceding list attachments required by CPC, **#28-19**
which overlaps but does not coincide with this attachments list provided by proposal sponsor.

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

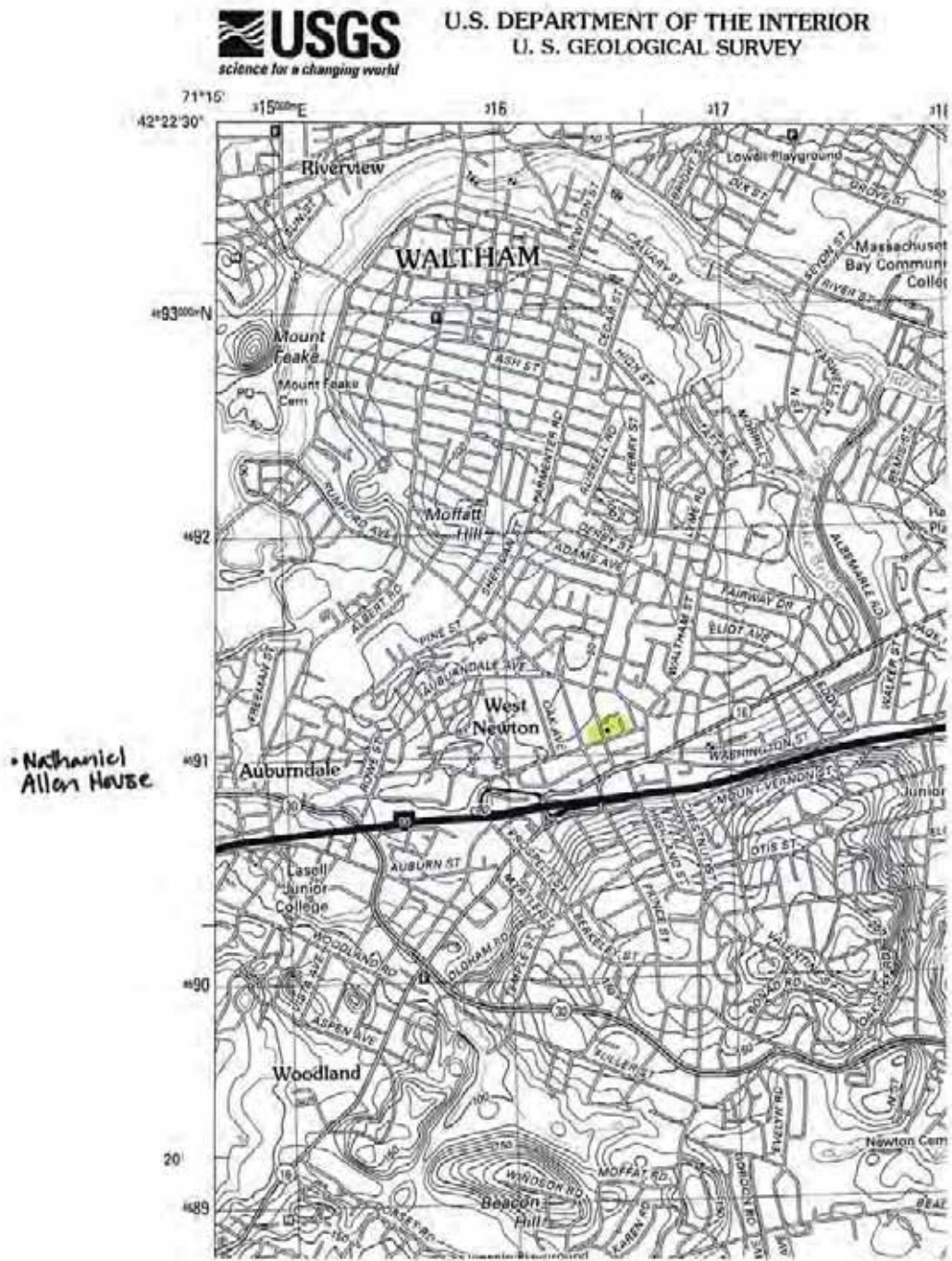
November 2018

ATTACHMENTS

1. Photos
2. Map of building location
3. Historic significance
4. Project Finances
 - a. Pro forma
 - b. Project operating/maintenance budget for 10 years, revised 11/15/2018
 - c. Non CPA funding
 - i. National Park Service letter approving 20% QRE reimbursement (applies only to portion of property not yet in service)
 - ii. Mass Historic - chart from most recent round of grants showing totals (additional application filed 8/18, more to follow beginning 1/19)
 - iii. Mass Cultural Council Cultural Facilities Fund notice of intent to apply, filed 11/15/18, final application due 1/11/19
 - iv. NCA Capital Campaign Strategy
5. Sponsor Finances & Qualifications
 - a. Organizational operating budget
 - b. Project team qualifications: Donald Lang, George Hu, Classic Construction, Adrienne Hartzell Knudsen, Laurel Farnsworth, Dan Kolodner
 - c. Federal Historic Tax Credit explanation
6. Design and Construction
 - a. Professional design documents, updated from 2016
 - b. Classic Construction Cost Estimate
 - c. Materials & Finishes

NOTE: On the Newton CPC website, this file includes a summary of changes made to plans since the plans submitted with 2016 CPA proposal, but larger-scale images of plans highlighting those changes and keyed to that summary are posted separately.

Nathaniel Allen House, Description of Rehabilitation



Nathaniel Allen House, Description of Rehabilitation



Nathaniel Allen House, Description of Rehabilitation



Nathaniel Allen House, Description of Rehabilitation



Nathaniel Allen House, Description of Rehabilitation



**Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
November 2018**

Architectural Description of Significant Historic Features

The Nathaniel Allen Homestead, located at 35 Webster Street, West Newton, Massachusetts was constructed ca. 1854 and served as the residence for pioneer educator Nathaniel Topliff Allen from 1854 until his death in 1903. The building also served as a boys' dormitory and supplemental classroom space for the students of the West Newton English and Classical School directed by Allen. After the death of Allen his daughters operated a girls' school on the property until 1943.

Historical appearance: The property has had few changes since the early 20th century, so the historical appearance is intact. The most prominent Main Block of the House is four bays wide and three deep with a gabled roof. The main façade facing Webster Street has a full length open colonnaded porch with the eave overhang and entablature supported by four tapered fluted monumental Ionic columns, including one capital recently reproduced according to the Secretary of the Interior's Standards. The two-story front wall, shielded by the open porch, has flush board siding and four bays, each with shutters, up and down. The first-story windows have triple hung sash with six-over-six-over-six lights and the second-story windows are six-over-six double hung, all set in simple slightly projecting wood frames. The gable ends of the Main Block of the House each have a full wide band of trim forming the boxed molded cornice and two windows in each peak. The uniting feature of the Main Block of the House is the wide entablature of molded cornice and three beaded boards and a trim piece making up the frieze. There are two tall interior chimneys centered on the front roof slope.

The East side of the Main Block of the House is marked by a side hall entrance that faces the driveway off Webster Street and has a shallow hipped roofed open porch supported by a fluted Ionic column on each outside corner and plain square pilasters. The entrance door and surround with a leaded fanlight and leaded half side lights and narrow reeded pilasters framing the side lights. The door is a six-paneled wide door. Attached to the West side is a two-story polygonal projecting bay that partially overlaps the join between the Main Block and Rear Ell. Most likely this is a late nineteenth century addition.

Extending from the rear of the house to the North is a two and one-half story Rear Ell and farther to the north a lower two-story North Side Ell. The sides of the Rear Ell have been built out with two-story East and West Side Ell flat roofed sections with exterior walls on the same plane as the Main Block side walls. On each slope of the ultimate gable roof of the Rear Ell is a wide shed roof dormer with two windows in each face. On the East side of the house at the rear, a two story gable roof North Side Ell extends East and West to connect with the barn. Filling in the Northeast corner between the expanded Rear Ell and the East Side Ell is a flat roofed late nineteenth century two-story addition with a two-story projecting angled bay on the East wall. The West Side Ell of the expanded Rear Ell has a recessed entrance which is on an angle within the recess and has an Italianate door with paired round-headed lights on one angle and a window of the other.

Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
November 2018

The South face of the barn presents its gable front facing Webster Street and aligns with the front of the house Rear Ell. A dilapidated pergola of the early twentieth century extends parallel to this façade. Windows are casement with six-by-six sash with three up and five down. In the gable peak is a triangular shaped, slightly raised matchstick fan. The Barn is six bays deep and displays an irregular fenestration pattern on the East side wall which is on a raised stone foundation. Most windows on the side of the Barn are six-over-six double hung sash. The northern most bay of the Barn is an early 20th century addition that was remodeled in the late 20th century with new windows and doors.

Significant Features

On the house

- 1840 Main House Porches including four monumental Ionic columns facing Webster Street on the South side, Main Entrance Porch with roof, cornice, columns, door and leaded glass sidelights along with Side Open Porch both on East side and Recessed Entrance Side Porch on West side.
- Roof, including slate roof, asphalt roofs, dormers, flat roofs, three chimneys, one chimney pot and one skylight.
- Two interior stairways, with newell posts, handrails, balusters and trim including adjacent stair boards, base boards and wainscot trim.
- Four first floor Parlors, Butler's Pantry with glass cabinet, Small and Large Dining Rooms on first floor of Main House.
- Oak flooring, tall built up painted mopboards, window trim, ceiling moldings and rosettes in the Main House. Stained wood baseboards, door and window trim, plate rail, fire place trim and millwork in Large Dining Room.
- Pocket doors, four panel doors, fluted door casings, plinth blocks and corner block trim, recessed window shutters, wainscot, five fireplace surrounds and mantels.
- Decorative painting of walls in first floor Parlor 4, decorative corbels above archway at second floor Sitting Room 1 in the Main House.
- Light fixtures: Colonial Revival chandelier in the Main Entrance Hall, electrified gas wall sconce fixtures and two early 20th century ceiling lights with hanging glass shades in the Large Dining Room.

Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
November 2018

On the barn

- Roof, including asphalt roofs, dormer and one chimney.
- Heavy timber roof trusses including iron rods in place of king posts above former Gymnasium and Science Classroom.
- One interior stairway, with newell posts, handrails, balusters and trim including adjacent stair boards, base boards and wainscot trim.
- First floor Classroom with fire place, beamed ceiling, stained wood wainscot, doors, windows, trim, benches and electrified gas wall sconce light fixtures.
- Second floor Science Classroom with painted wood doors, windows, trim, glass cabinets and millwork.
- Second floor bowling alley with painted hardwood alley, wood flooring and wood door, unfinished wood walls, ceiling and scoring chalkboard.

On the property

- Natural topography and grading with a one story level change down from West to East accomplished at the East end of the Barn.
- One large square granite post at the Webster driveway, connecting to a low dry laid stone retaining wall along the Webster Street public sidewalk and a similar full story retaining wall at the Southeast corner of the Barn
- Large west lawn and smaller East lawn with existing trees over 10" caliper and a wood board fence along portions of the Eastern and Northern property lines.

Three gravel driveways, from Webster and Cherry Streets and Columbus Place with a maximum of 40 parking spaces. No monolithic paving is allowed.

**Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
November 2018**

PRO FORMA

Uses of Funds			
	Acquisition and closing costs	325,000	325,000
Phase I	Hard costs	480,000	
	Soft costs - Architecture and Engineering	330,000	
	Total Phase I	810,000	810,000
Phase II	Hard costs	685,000	
	Soft costs - Architecture and Engineering	280,000	
	Total Phase II	965,000	965,000
Phase III			
	General and Existing Conditions	395,723	
	Masonry	99,363	
	Concrete	100,545	
	Metals	29,216	
	Carpentry & millwork	638,848	
	Envelope - roofing & insulation	99,259	
	Doors and Windows	130,683	
	Finishes - flooring, paint, plaster	290,214	
	Specialties - signage, toilets, etc	8,468	
	Equipment	50,007	
	Casework - shades, mats	7,487	
	Conveying equipment	212,084	
	Fire stopping & suppression	125,412	
	Plumbing	36,578	
	HVAC	712,084	
	Electrical - & fire alarm	161,847	
	Earthwork - site work	256,947	
	Exterior work - landscape	145,235	
	Total Hard Costs Phase III	3,500,000	
	Total Soft Costs Phase III	400,000	
	Total Phase III	3,900,000	3,900,000
	Overall Project Expenses		
	Contingency	300,000	
	Finance Expenses	250,000	
	Construction Interest	100,000	
	Developer Fee	600,000	
	Management and staff	250,000	
	Total overall project expenses	1,500,000	1,500,000
TOTAL Uses of Funds			7,500,000
Sources of Funds:			
	CPA - grants of 2014, 2016	2,300,000	
	Village Bank Debt (750 + 300)	1,050,000	
	MA Cultural Council (270+300)	570,000	
	NCA - donations before 2017	550,000	
	Capital Campaign - new funds incl. \$200k in pledges rec'd	920,000	
	MA Historic Tax Credits - net	990,000	
	Federal Historic Tax Credits - net	520,000	
	CPA - Additional request	600,000	
TOTAL Sources of Funds		7,500,000	7,500,000

On Newton CPA website, this construction cost estimate is repeated below, in the section summarizing construction materials & changes to plans since 2016.

**Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
November 2018**

Cost Estimate - Phase III

Construction Expense

Phase III	General requirements	336,000
	Existing conditions	140,793
	Concrete	101,191
	Masonry	101,115
	Metals	28,806
	Wood, plastics, composites	527,563
	Thermal & moisture protection	118,531
	Openings	267,202
	Finishes	233,964
	Specialties	9,913
	Furnishings	3,932
	Fire suppression	101,115
	Plumbing	24,000
	HVAC	149,000
	Electrical	162,000
	Earthwork	201,571
	Exterior Improvements	80,628
	Sub total	2,587,324
Deferred Construction Expense	Geothermal system - net	700,000
	Basement & 3rd floor finish	184,335
	Elevator installation - equipment	147,000
	Sub total	1,031,335
Soft Costs	Architectural & Engineering	400,000
	Contingency	300,000
	Construction Interest	100,000
	Sub total	800,000
	Phase III TOTAL	4,418,659

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

	Forecast FY20	Forecast FY21	Forecast FY22	Forecast FY23	Forecast FY24	Forecast FY25	Forecast FY26	Forecast FY27	Forecast FY28	Forecast FY29	Forecast FY30
Income											
Tenant Leases (2nd Floor)	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000	\$42,000
Tenant Lease (3rd Floor)	\$0	\$6,000	\$6,000	\$6,000	\$6,000	\$6,500	\$6,500	\$6,500	\$7,000	\$7,000	\$7,000
Weekday Class Rental (Barn & Hse)	\$45,000	\$47,000	\$50,000	\$55,000	\$60,000	\$61,000	\$61,000	\$62,000	\$62,000	\$63,000	\$63,000
Weekend workshops/summer camp	\$10,000	\$12,000	\$15,000	\$15,000	\$15,000	\$17,000	\$17,000	\$18,000	\$18,000	\$19,000	\$19,000
Event Rentals (Main House)	\$27,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
Event Rentals (Barn)	\$12,000	\$15,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
NCA presents	\$15,000	\$18,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total Leases & Rentals	\$151,000	\$174,000	\$185,000	\$190,000	\$195,000	\$198,500	\$198,500	\$200,500	\$201,000	\$203,000	\$203,000
Other Fees (Event Extras)	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
Allen House Friend Donations	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total Income	\$173,400	\$196,400	\$207,400	\$212,400	\$217,400	\$220,900	\$220,900	\$222,900	\$223,400	\$225,400	\$225,400
Expenses											
Annual Contracts											
Cleaning - regular	\$12,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
Cleaning Supplies	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Fire Alarm	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Security System	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Trash Removal	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Property Insurance	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Total Annual Contracts	\$31,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
Repairs & Maintenance											
Electrical	\$1,000	\$1,000	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195
Heating & Plumbing/HVAC	\$7,500	\$7,500	\$7,650	\$7,803	\$7,959	\$8,118	\$8,281	\$8,446	\$8,615	\$8,787	\$8,963
Computers / IT	\$1,000	\$1,000	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195
Groundskeeping	\$15,000	\$15,000	\$15,300	\$15,606	\$15,918	\$16,236	\$16,561	\$16,892	\$17,230	\$17,575	\$17,926
Painting & Misc. Repairs	\$2,000	\$3,000	\$3,060	\$3,121	\$3,184	\$3,247	\$3,312	\$3,378	\$3,446	\$3,515	\$3,585
Total Repairs & Maintenance	\$26,500	\$27,500	\$28,050	\$28,611	\$29,183	\$29,767	\$30,362	\$30,969	\$31,589	\$32,221	\$32,865

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

ATTACHMENTS

PROJECT FINANCES

10 Year Operating Budget

NOTES

The 10 year operating budget for the full proposal for the Nathaniel Allen House has been edited since the Pre-Proposal conversation on 11/13/2018. These changes include the following:

1. Error in income: \$500 for 3rd floor tenant/care taker should have been monthly, not annual.
2. Some income has been reduced a bit as we look at a potentially leaner first year.
3. Note: income escalation over the years is in some cases a percentage and others lump sums. The latter reflects an increase in number of rentals. In some lines both were used, starting with an increase in number of rentals and followed by percentage as we project increased hourly cost for users.
4. Some annual contracts were increased.
5. Note: each year shows a projected surplus. Some of this has been re-directed to an increase in the annual reserve fund contribution. It is expected that shall we have an annual surplus these funds would be directed either to other necessary and unanticipated expense or to the reserve fund.



UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

RECEIVED #28-19
OMB Approved No. 1024-0009 Form 10-168 Rev. 2014
JUN 26 2017

HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 2 - DESCRIPTION OF REHABILITATION

NPS Project Number MASS. HIST. COMM 36943

Instructions: This page must bear the applicant's original signature and must be dated. The National Park Service certification decision is based on the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form takes precedence. A copy of this form will be provided to the Internal Revenue Service.

1. **Property Name** Allen House

Street 35 Webster Street

City Newton County Middlesex State MA Zip 02465-1856

Name of Historic District _____

Listed individually in the National Register of Historic Places; date of listing 1/09/1978

Located in a Registered Historic District; name of district _____

Part 1 - Evaluation of Significance submitted? Date submitted _____ Date of certification _____

2. **Project Data**

Date of building 1844, 1852 Estimated rehabilitation costs (QRE) \$5,259,400

Number of buildings in project 1 Floor area before / after rehabilitation 13,382 / 13,382 sq ft

Start date (estimated) 12/01/2013 Use(s) before / after rehabilitation Res. / Com.

Completion date (estimated) 12/01/2018 Number of housing units before / after rehabilitation 0 / 0

Number of phases in project 3 Number of low-moderate income housing units before / after rehabilitation 0 / 0

3. **Project Contact** (if different from applicant)

Name Brian Lever Company Epsilon Associates, Inc.

Street 3 Clock Tower Place, Suite 250 City Maynard State MA

Zip 01754-2566 Telephone (978) 461-6261 Email Address blever@epsilonassociates.com

4. **Applicant**

I hereby attest that the information I have provided is, to the best of my knowledge, correct. I further attest that [check one or both boxes, as applicable] (1) I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 67.2 (2011), and/or (2) If I am not the fee simple owner of the above-described property, the fee simple owner is aware of the action I am taking relative to this application and has no objection, as noted in a written statement from the owner, a copy of which (i) either is attached to this application form and incorporated herein, or has been previously submitted, and (ii) meets the requirements of 36 CFR § 67.3(a)(1) (2011). For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.

Name Laurel Farnsworth, President Signature *Laurel Farnsworth* Date June 14, 2017

Applicant Entity Newton Cultural Alliance SSN _____ or TIN 27-0590276

Street 1301 Centre Street City Newton State MA

Zip 02459-2448 Telephone (617) 332-4300 Email Address adriennehartzell@gmail.com

Applicant, SSN, or TIN has changed since previously submitted application.

NPS Official Use Only

The National Park Service has reviewed the Historic Preservation Certification Application - Part 2 for the above-named property and has determined that:

the rehabilitation described herein is consistent with the historic character of the property and, where applicable, with the district in which it is located and that the project meets the Secretary of the Interior's Standards for Rehabilitation. This letter is a preliminary determination only, since a formal certification of rehabilitation can be issued only to the owner of a "certified historic structure" after rehabilitation work is complete.

the rehabilitation or proposed rehabilitation will meet the Secretary of the Interior's Standards for Rehabilitation if the attached conditions are met.

the rehabilitation described herein is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's Standards for Rehabilitation.

Date 10/5/2017 National Park Service Authorized Signature *Jo Ellen Henning*

NPS conditions or comments attached

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

CONDITIONS SHEET
Historic Preservation Certification Application

Property name: Allen House

Project Number: 36943

Property address: 35 Webster Street, Newton, MA

The rehabilitation of this property as described in the Historic Preservation Certification Application will meet the Secretary of the Interior's Standards for Rehabilitation provided that the following condition(s) is/are met:

1. **New Covered Portico** – The south entrance to the barn may have a new covered porch but **may not** incorporate the historic ionic columns from the west porch. These historic columns are much too formal for the entrance to the barn and create a false sense of historical development. The porch must have simple posts, either square or chamfered.
2. **Insulation** – The exterior walls may have insulation blown in from the exterior only if there is sheathing behind the siding and if individual clapboards are removed to access the wall cavity. If there is no sheathing beneath the siding, the insulation could hold moisture against the interior surface of the siding or insulation could force its way between the clapboards. Holes must not be bored into the finished clapboards to blow in the insulation.
3. **Exposed Joists** – The proposed exposed joists at the new elevator lobby in the rear connector and the catering kitchen must not be stained. They must be painted to match the ceiling above. This ceiling must be finished with plaster or gypsum board to provide a more finished appearance.

Photographs documenting that the conditions have been met must be submitted with the Request for Certification of Completed Work.

Any substantive change in the work as described in the application should be brought to the attention of the State Historic Preservation Office and the National Park Service in writing prior to execution to ensure that the proposed project continues to meet the Standards.

The National Park Service has determined that this project will meet the Secretary of the Interior Standards for Rehabilitation if the condition(s) listed in the box above are met.

10/5/2017
Date


National Park Service Signature

Telephone Number

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

Summary of the Federal Historic Tax Credit Program

The Federal government has a tax incentive program for preservation of certified historic properties such as properties on the Federal Register like the Nathaniel Allen House. The program is administered by the National Park Service and the IRS. This program permits sponsors of historic rehabilitation projects to claim a federal tax credit in the amount of 20% of certain Qualified Rehabilitation Expenditures (QREs). QREs include all construction costs and certain eligible soft costs, but not acquisition costs or personal property/fixtures. The sponsors/members who own the project at placement in service of the rehabilitated project receive the tax credits. The tax credits can also be monetized by bringing in an outside entity to claim the tax credits as a new member of the ownership entity.

In the case of the Allen House, because roughly 40% of the property has been placed into service prior to admission of a federal tax credit investor, only roughly 60% of our total QRE (\$6,224,000) can be monetized with such a tax credit investor separate from the tax exempt sponsors. Please note that both the amount of the property placed into service and the amount of the QRE are good faith estimates. We plan on working with a tax credit accounting firm to determine the exact amounts of eligible federal tax credits, but we have received guidance to help roughly determine such estimates..

In addition to the challenge regarding partial placement of the building, the Federal tax credit program (unlike the MA Historic Tax Credit) requires that the owner of the project be a for-profit entity. With that said, many tax-exempt sponsors have been able to utilize both federal and MA HTCs for projects around the Commonwealth. The process for a non-profit to take advantage of the program is to either (i) transfer the ownership of the property to a new for-profit entity, often a wholly owned subsidiary, or (ii) ground lease the project to a new entity, managed by related entity to the non-profit sponsor. In both cases, a HTC investor member would also be admitted to the new entity in order to claim the federal HTC and to invest capital in the project. Typically these investors are large developers or banking institutions who can most benefit from the tax credits. As federal and MA Historic Tax Credits share a 5-year compliance period, at the end of such period typically the ownership of the Project returns to either the tax-exempt sponsor or an entity controlled by such sponsor. In the case of the Allen House, it is understood and will be documented appropriately that the use of the building remains non-profit educational and community arts and cultural use, managed by the NCA.

**MASSACHUSETTS HISTORICAL COMMISSION
HISTORIC REHABILITATION TAX CREDIT PROGRAM
ROUND 42 AWARDS**

4.19.18

*(Excerpt from downloaded original full table, which must be read on a computer to be legible.
Full table is available upon request.)*

Rd 42	City/Town	Project	Use**	Prior Rounds Applied	Qualified Rehab. \$	20% QRE	Total Project Cost	Proponent Name
492	Newton	Nathaniel Allen House, 35 Webster St	E	29, 30, 31, 37, 38, 40, 41	\$5,224,000.00	\$1,044,800.00	\$6,224,000.00	Laurel Farnsworth

Company	Total Prior Awards	Round 37 Awards	Round 38 Awards	Round 39 Awards	Round 40 Awards	Round 41 Awards	Total Awards	Remaining Credit to Award	Round 42 Awards
Newton Cultural Alliance	\$600,000.00	\$0.00	\$100,000.00		\$100,000.00	\$50,000.00	\$850,000.00	\$194,800.00	\$100,000.00

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

NON CPA FUNDING

Massachusetts Historical Commission Historic Rehabilitation Tax Credit Program

The NCA has been allocated \$950,000 in state historic tax credits. The last allocation was in Round 42d announced on 4/19/18 and was for \$100,000. This was our 9th application to this program as typically they make awards 3 times per year based on the state budget allocation.

On the reverse is an excerpt from the chart of announced allocations showing our grant. In the second row, third box from the end you will see the allocations prior to this round (\$850K). In the last box is the Round 42 allocation (\$100K), bringing the total to \$950K.

To be clear, the next to last box states “remaining credit to award” and is the amount, based on our stipulated at the time of the application (1/18) Qualified Rehabilitation Expense (QRE) of \$5,224,000. This is the amount upon which the 20% available tax credits is based. Since the time of that application in 1/18 our QRE has increased by roughly \$1M which means we are eligible for credits up to \$1.24M.

What makes the value of these credits uncertain is two things: 1) what they will sell for on the open market and 2) what the exact amount of the QRE will be once the project is finished. These credits are only available on a reimbursable basis on completion of the project. Not every expense is considered a qualified rehabilitation expense. As a result these are good faith estimates based on the contract budget prices from the contractor.



Mass Cultural Council - Cultural Facilities Fund - Capital 2019
Newton Cultural Alliance, Inc.
Application #CFF-C-0114

Primary Contact: Ms. Adrienne Hartzell Knudsen
Phone: (617) 332-4300
Email: adriennehk@newtonculture.org

Document Generated: Thursday, November 15th 2018, 12:03 pm

Applicant Profile

Applicant Type	Organization
Legal Name	Newton Cultural Alliance, Inc.
Date of 501(c)3 incorporation	09/20/2010
Address1	PO Box 610225 Newton , Massachusetts 02461 UNITED STATES
Telephone	(617) 332-4300
Primary Contact	Ms. Adrienne Hartzell Knudsen Managing Director Phone: (617) 332-4300 Email: adriennehk@newtonculture.org
Applicant Status	Organization - Non-Profit
Applicant Institution	Arts Service Organization
Applicant Discipline	Multidisciplinary
Grantee Race	No single race/ethnic group listed above made up more than 25% of the population directly benefited
FEIN / TAX ID	27-0590276
DUNS Number	000000000
Web Address	http://www.newtonCulture.org



Mass Cultural Council - Cultural Facilities Fund - Capital 2019 #28-19
Newton Cultural Alliance, Inc.
Application #CFF-C-0114

Primary Contact: Ms. Adrienne Hartzell Knudsen
Phone: (617) 332-4300
Email: adriennehk@newtonculture.org

Document Generated: Thursday, November 15th 2018, 12:03 pm

Project Overview

Executive Director Name:
Adrienne Hartzell Knudsen

Title:
Managing Director

Email:
adriennehk@newtonculture.org

Telephone:
857-636-0199

How many years has this Executive Director (or equivalent) been serving?
5

Organization's web address:
newtonculture.org

Organization type:
501c3 Cultural Organization

Name of Subject Facility
Nathaniel Allen House

Street Address of Subject Facility
35 Webster Street

City of Subject Facility
West Newton

State of Subject Facility
MA

Zip of Subject Facility
02465

Date incorporated as a 501(c)3
9/20/2010

If you selected 'Municipality' above, please indicate the square footage of your facility:

And, if you selected 'Municipality' please also indicate the percentage of the building that is dedicated to arts and cultural purposes:

And, if you selected "Municipality", please indicate the age of your building:

Has your organization ever applied to the Cultural Facilities Fund?
Yes



Mass Cultural Council - Cultural Facilities Fund - Capital 2019
Newton Cultural Alliance, Inc.
Application #CFF-C-0114

Primary Contact: Ms. Adrienne Hartzell Knudsen
Phone: (617) 332-4300
Email: adriennehk@newtonculture.org

Document Generated: Thursday, November 15th 2018, 12:03 pm

Has your organization previously received a Cultural Facilities Fund grant?

Yes

If 'yes', has your organization fully drawn down the grant funds?

Yes

Grant request:

\$600,000

Total project cost:

\$7,500,000

Project type:

Renovation/Repair

New Construction/Expansion

Fixed/Integrated Equipment

Indicate the approximate stage your project is in:

In construction/implementation

In a couple of sentences, provide a summary of your project. This language may be edited for use in contracts and to notify the Legislature.

This adaptive re-use project is nearing completion as an arts & cultural center & is in need of additional funding to complete the geo thermal HVAC system, elevator installation and basement buildout to support the new black box theater.

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

Newton Cultural Alliance / Allen House	=	Capital Campaign Strategy
Immediate Campaign Goal	=	\$920,000

A. Strategy:

1. Corporate Sources:	=	\$ 250,000
a. Real Estate Developers	=	\$150,000
b. Newton Corporations that support the Arts	=	\$ 50,000
c. Local Newton businesses	=	\$ 50,000
2. Individuals:	=	\$ 600,000
a. NCA Board (already pledged)	=	\$200,000
b. Significant Contributors	=	\$250,000
c. Moderate Contributors	=	\$100,000
d. Small Contributors	=	\$ 50,000
3. Fundraising Events:	=	\$ 50,000
a. Major Cocktail party	=	\$ 10,000
b. Neighborhood Dinners (5 total @ \$8,000) (NCA member entertainment)	=	\$ 40,000
4. Allen House dedicated brick pavers	=	\$ 20,000

B. Execution: All portions of this campaign will be executed by the NCA's Staff, Capital Campaign Committee and Full Board.

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

**Nathaniel Allen Community Arts and Cultural Center
Capital Campaign**

Naming opportunities - Fall 2018

In the house

Recital Hall - \$150K
Gallery - \$100K
Nathaniel Allen Parlor - \$50K
Allen Ladies' parlor - \$50K
Alcove - \$25K
Library - \$50K
Elevator lobby - \$25K
Kitchen - \$25K
7 - 2nd floor offices - \$10K each

In the barn

Black box theater - \$250K
Historic classroom - \$150K
Art classroom - 2nd floor - \$75K
Green room - basement - \$25K
Entrance lobby - \$50K
Basement gathering space - \$25K

On the property

Rear/Cherry Street terrace - \$50K
Front/Webster Street - \$50K
Garden on Cherry Street side - \$100K

**Newton Community Preservatio Program Grant Proposal
Newton Cultural Alliance - Nathaniel Allen Homestead
November 2018**

Organization Budget 2018 - 2019

INCOME

Contributed Organization support		
Individuals	90,000	
Corporate	35,000	
Foundations	10,000	
Total contributed income	135,000	135,000
Earned Revenue		
AH rent - offices, meetings	40,000	
BSO program ads	5,000	
Membership dues	5,000	
Events	15,000	
Total earned revenue	65,000	65,000
Total income		200,000

EXPENSE

Salaraies and related expense	90,000	90,000
Other personnel expense		
legal, development, accounting	30,000	35,000
Non-personnel expense		
fees & permits	1,000	
supplies	4,000	
marketing	12,000	
internet/phone/electronics	3,000	
postage & mailing	2,000	
fundraising expenses	8,000	
Total non personnel	30,000	30,000
Occupancy expense		
maintenance	35,000	
utilities	7,000	
total occupancy expense	42,000	42,000
Misc expense	3,000	3,000
Total Expense		200,000

This budget is based on organization actual expense in previous fiscal year, together with estimates for expected expense in the current fiscal year.

Newton Cultural Alliance
Balance Sheet

As of November 16, 2018

Nov 16, 18

ASSETS**Current Assets****Checking/Savings**

1007 · Petty Cash Drawer	300.00
1000 · Village Bank	
1006 · Capital Camp Village Bank #9607	11,788.00
1001 · Village Checking #7985	31,242.27
1003 · Village Savings #4571	40.60
1005 · separate NACC Checking#0781	49.36
1009 · AHCC Checking#0047	2,121.85

Total 1000 · Village Bank	<u>45,242.08</u>
---------------------------	------------------

Total Checking/Savings	45,542.08
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Other Current Assets

1320 · Notes/loans receivables	199,890.00
--------------------------------	------------

Total Other Current Assets	<u>199,890.00</u>
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Total Current Assets	245,432.08
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Fixed Assets

1610 · Land - operating	36,500.00
1620 · Buildings - operating	205,930.00
1640 · Furniture, fixtures, & equip	7,990.00
1660 · Construction in progress	2,222,942.16

Total Fixed Assets	<u>2,473,362.16</u>
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Other Assets

1800 · Other long-term assets	-105,578.57
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Total Other Assets	<u>-105,578.57</u>
--------------------	--------------------

TOTAL ASSETS	<u><u>2,613,215.67</u></u>
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LIABILITIES & EQUITY**Liabilities****Current Liabilities****Accounts Payable**

2010 · Accounts payable	29,119.44
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Total Accounts Payable	<u>29,119.44</u>
------------------------	------------------

Other Current Liabilities

2100 · Payroll Liabilities	614.49
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2150 · Accrued expenses - other	13,167.50
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2310 · Deferred revenue	5,000.00
-------------------------	----------

2510 · Trustee & employee loan payable	
----------------------------------------	--

2511 · Loan Payable- Laurel Farnsworth	110,000.00
----------------------------------------	------------

Total 2510 · Trustee & employee loan payable	<u>110,000.00</u>
----------------------------------------------	-------------------

2550 · Line of credit payable	750,000.00
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Total Other Current Liabilities	<u>878,781.99</u>
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Total Current Liabilities	907,901.43
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Long Term Liabilities

2770 · Long-term liabilities - other	50,000.00
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Total Long Term Liabilities	<u>50,000.00</u>
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**Newton Cultural Alliance
Balance Sheet**

As of November 16, 2018

	Nov 16, 18
Total Liabilities	<u>957,901.43</u>
Equity	
3010 - Unrestrict (retained earnings)	1,752,592.66
Net Income	<u>-97,278.42</u>
Total Equity	<u>1,655,314.24</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,613,215.67</u></u>

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

Project Team Qualifications

Donald Lang, Architect, DLA Architects

Donald Lang AIA has been involved in the building industry for 40 years with a special concentration in historic renovation of urban properties. After graduating from architectural school in 1970, Donald Lang created a design/build company called Renovate, Inc. providing construction services to local architects and federally funded municipal housing rehabilitation programs in the greater Boston area.

By 1976, Renovate, Inc. employed forty men and partnered with Cambridge real estate developers on scattered site housing projects. As a developer, Donald participated in all aspects of project management including design, construction, financing and marketing of high end residential property. Most of the projects involved 19th century buildings in the Harvard Square and Mid Cambridge neighborhoods.

During the 1990s Donald became more involved in community service and served on the Chestnut Hill historic district commission, the city wide Newton Historical Commission (NHC) and the Massachusetts Architectural Access Board (MAAB). Donald went on to chair both the MAAB and the NHC until 2012. During his years of service, he gained a broad perspective on providing effective accessibility solutions in historic public buildings, working within politically sensitive environments and guiding public policy at the state and local levels. Donald currently chairs the Newton Upper Falls historic district commission where he has served since 2014.

In 2008 and 2018, DLA received Newton Preservation Awards for the restoration of an 1825 cape style residence in Newton Upper Falls and for the restoration of the 1840s Nathaniel Allen Homestead estate [located in West Newton](#). Donald Lang holds three US mechanical patents for portable equipment stands and has published articles of interest to the restaurant industry and educational technology.

Classic Construction, Michael Abraham and Bryan Gannon

Classic Construction and Development Corporation provides a variety of construction services for commercial construction projects - from new construction to complex, multi-phase building renovations. Our teamwork approach is to deliver quality projects on time and within budget. The senior team at Classic Construction has the experience of completing over \$200 million in commercial construction projects specializing in several categories of the building trades. The owners of Classic Construction, Michael Abraham and Bryan Gannon, have complementary skills and share the desire to build and complete their construction projects to the highest standards. They are an integral part of every project from building design and engineering to contract completion. The company has worked on a variety of historic adaptive reuse projects including in Newton where they have worked on historic rehabilitation at the Jackson Homestead and Phase II at the Nathaniel Allen House.

George Hu, Engineer, AWE

Air Water Energy Engineers, Inc., founded in 2007, is a sustainability-oriented engineering firm located in the metro Boston area of Massachusetts. AWE provides engineering services in mechanical, electrical, plumbing and fire protection systems (MEP/FP) for various types of building projects, and has significant expertise in engineering sustainable building systems for architecturally and environmentally challenging projects.

Founder George Hu has a proven track record of engineering high performance mechanical systems such as geothermal heating and cooling that produces significant energy and water savings for the building owners.

Dan Kolodner, attorney, Klein Hornig, specialist in Historic Tax Credits

Dan Kolodner, a Partner at Klein Hornig, focuses his practice on community development projects utilizing tax credit financing. He specializes in complex deal structuring, combining tax incentives – such as New Markets Tax Credits, Historic Tax Credits, Low-Income Housing Tax Credits, and Renewable Energy Tax Credits – with state tax credits and other financing sources in a variety of community development transactions. He regularly represents both for-profit and nonprofit developers, qualified active low-income community businesses (QALICBs), and community development entities (CDEs), as well as institutional tax credit investors. Dan regularly shares his expertise at conferences on both the national and local level, speaking on the topics of Historic Tax Credits, New Markets Tax Credits, and other Federal and state tax incentives.

NCA Team

Adrienne Hartzell Knudsen, NCA Managing Director. Arts manager, cellist and attorney, Adrienne's diverse background has served to help the NCA bring the organization's mission interest in developing collaborative facilities for community arts organizations and the local community to reality.

Laurel Farnsworth, President of NCA Board. Laurel has worked tirelessly for a quarter century as buildings manager for FUUSN (First Unitarian). Trained as a property manager, Laurel combines her passion for history and historic structures working to develop the Allen House.

Treff LaFleche, Architect, LDa Architecture and Interiors. As co-founder of Cambridge based LDa, Treff, a West Newton resident, has achieved local and national recognition for his expertise in the merging of historic and contemporary aspects of New England residential and institutional architecture.

Stuart Rothman, Real Estate Developer. A Needham resident with a passion for the arts, Stu Rothman, President of First Cambridge Realty Corp brings more than 25 years of experience and development insight to the NCA team

Newton Community Preservation Program Grant Proposal

Newton Cultural Alliance – Nathaniel Allen Homestead

November 2018

November 18, 2018

Nathaniel Allen House
35 Webster Street
West Newton MA 02465

Summary of 2018 Changes to 2016 Plans

Building Exterior

The wooden arbor in front of the barn facing Webster Street will be restored to its original design.

House Interior

Program 9 removed to create legal headroom in Main Lobby.

Barn Interior

Barn floor lowered to be level for full Black Box Theatre space.

Green room in basement supplements the Black Box Theatre with separate entrance.

Mechanical loft created above Program 14 now designed as Lighting Production room for Theatre.

On the Newton CPC website, larger-scale plans keyed to this summary and highlighting changes since 2016 are posted in a separate file.

**Newton Community Preservation Program Grant Proposal
Newton Cultural Alliance – Nathaniel Allen Homestead
February 2016
and
November 2018**

Materials and Finishes

Energy Conservation and Sustainability

The existing historic window and door units have been restored and tightened with some of the funds provided by the CPC in 2014 to improve their energy performance. One hundred per cent (100%) post-consumer recycled cellulose insulation will be blown into all of the exterior walls and poured over the attic ceilings. The existing oil fired heating system will be replaced with a new geothermal system (see introduction document with the plans) for energy efficient heating, ventilating and air conditioning. Complete new energy efficient lighting using both LED and CF technologies will be installed throughout the project.

Environmental Mitigation

There is no visual evidence and the property has historically never been used for any industrial purposes so there is no reason to suspect the presence of underground contamination. There is now one new heating oil tank in the basement and the four older ones have been removed. There is no indication of the presence of any underground storage tanks on the property.

There is no visible evidence of material likely to contain asbestos anywhere in the building. All floor tiles have been tested and found to be void of asbestos. The current heating system for the third floor is relatively recent. The existing heating equipment was installed long after asbestos was used to insulate steam pipes and boilers.

It is that there is lead paint to be found on the building. All state lead paint laws will be followed during the preparation and painting of the building exterior and interior. Comprehensive de-leading of the entire building interior which would require extensive removal of historic fabric including the windows is not contemplated. The barn interior areas is planned will be de-leaded since there is very little original woodwork remaining and the existing wood windows have failed and will be replaced.



Ruthanne Fuller
Mayor

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

#26-19 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 Conservation Restrictions Grant to Newton Conservators

date: 22 December 2018
from: Community Preservation Committee
to: The Honorable City Council

PROJECT GOALS & ELIGIBILITY

This request is for costs associated with monitoring and enforcing permanent conservation restrictions on the [20 Rogers Street](#) and [30 Wabasso Street](#) properties acquired by the City of Newton with CPA funds in 2007-2010, as documented under [Proposals & Projects - Completed](#) at www.newtonma.gov/cpa.

These restrictions are required as follows by the Community Preservation Act:

MGL Ch. 44B, Section 12. (a): A real property interest that is acquired with monies from the Community Preservation Fund shall be bound by a permanent restriction, recorded as a separate instrument, that meets the requirements of sections 31 to 33, inclusive, of chapter 184 limiting the use of the interest to the purpose for which it was acquired. The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the Community Preservation Fund to pay a non-profit organization created pursuant to chapter 180 to hold, monitor and enforce the deed restriction on the property.

RECOMMENDED FUNDING

On 11 December 2018 by a vote of 5-0 (members Beryl Gilfix, Richard Kronish and Robert Maloney absent; member Dan Brody abstaining as a member of the Newton Conservators board) the Community Preservation Committee recommended appropriating \$30,000 from the Community Preservation Fund's fy19 budget reserve for open space and outdoor recreation to the Planning & Development Department for a grant to the Newton Conservators, as follows:

Uses of Funds for Conservation Restrictions	
20 Rogers Street – monitoring (≈ 1.02 acres, Crystal Lake, outdoor recreation)	\$15,000
30 Wabasso Street – monitoring (≈ 0.12 acres, Flowed Meadow Conservation Area, open space)	\$5,000
enforcement fund (both restrictions)	\$10,000
TOTAL USES/CPA funding recommended	\$30,000

website www.newtonma.gov/cpa

contact Alice E. Ingerson, Community Preservation Program Manager

email aingerson@newtonma.gov phone 617.796.1144

Preserving the Past  Planning for the Future

SPECIAL ISSUES CONSIDERED BY THE CPC

At its public hearing on 11 December 2018, the CPC heard only supportive comments about this request.

The Newton Conservators already hold such CPA-required restrictions on other properties acquired by the City of Newton using CPA funds, including: [Angino Farm](#), a portion of the [Dolan Pond Conservation Area](#), land on [Elgin Street](#) abutting the Cohen Conservation area, a parcel subdivided from [230 Lake Avenue](#) at Crystal Lake, and the [Waban Hill Reservoir](#). The Conservators' funding request for the two pending restrictions reflects the organization's experience and future expectations for costs associated with monitoring the boundaries and uses of such restricted properties.

In November 2018 the two City commissions with custody of these properties voted in principle to grant these required restrictions, while reserving the right to approve the restrictions' final wording: the Parks & Recreation Commission for [20 Rogers Street](#), and the Conservation Commission for [30 Wabasso Street](#).

Finally, the state's standard language for conservation restrictions requires the landowner, in this case the City of Newton, to reimburse the restriction holder, in this case the Conservators, for the legal costs of enforcement if a court finds that a restriction has been violated. To supplement that requirement, the CPC has also recommended the specific grant agreement provisions below.

ADDITIONAL RECOMMENDATIONS *(funding conditions)*

1. These funds should be appropriated to the Planning & Development Dept. for a grant to the Newton Conservators.
2. Funds should be released in full to the Newton Conservators upon execution of a grant agreement, which among other provisions should require the Conservators to track these funds separately for their intended, CPA-eligible uses and to report to the City periodically on these restricted funds.
3. While acknowledging the Conservators' legal right and responsibility to enforce these restrictions, the grant agreement should also aim to minimize direct costs to the Conservators by requiring them to notify the City before either contracting for services by a third party, in case the City itself can provide these services, or taking legal action against a private abutter, to give the City itself as the landowner the opportunity to enforce the restriction. The agreement should also commit the City and the Conservators to participate in a dispute resolution process before any legal action is taken against the City itself.
4. The CPC assumes all recommended funds will be appropriated within 3 months, and the two restrictions will be recorded at the Registry of Deeds within 6 months, after the date of this recommendation. If either of these deadlines cannot be met, the City should request an extension of that deadline.
5. 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 appropriation based on how well it meets goals 2, 3 and 4 above, and on how effectively the City collaborates with the Newton Conservators to prevent, and if necessary to correct promptly, any violations of these conservation restrictions.

ATTACHMENTS

(delivered to the clerks of the Zoning & Planning, Programs & Services, and Finance Committees)

- Proposal submitted to the CPC, also available from [Proposals & Projects – Pending](#) at www.newtonma.gov/cpa, or from this direct link:
www.newtonma.gov/civica/filebank/blobload.asp?BlobID=92546



Newton Community Preservation Committee
Planning & Development Department
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

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Chris Hepburn, Vice President
AnnaMaria Abernathy, Secretary
Katherine Howard, Treasurer

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Brian Yates

Dear CPC Committee Members,

The Board of Directors of the Newton Conservators attests that our nonprofit 501(c)(3) organization agrees to accept and to hold permanent deed restrictions on the following properties owned by the City of Newton:

20 Rogers Street (Crystal Lake)

and

30 Wabasso Street (in Flowed Meadow Conservation Area).

Our acceptance is conditional upon receiving a total of \$30,000 for monitoring the land and for enforcing the restriction in perpetuity. Those funds will be allocated as follows: \$15,000 for Rogers Street, \$5,000 for Wabasso Street, and \$10,000 for a joint enforcement account (one enforcement account for these and other CPA-funded land acquisitions).

We request that the money be pooled into one payment amount that our organization can invest to help ensure that there will be sufficient funds in perpetuity to cover our expenses associated with Wabasso and Rogers Streets. We will use those funds only for monitoring or enforcement on those two properties (and other other CPA-funded land acquisitions), will account for the funds separately, and will submit documentation to the City Solicitor for all expenses incurred in that work. The Newton Conservators will submit our monitoring reports to the environmental planners/Conservation Commission in the Planning Department and to the Parks and Recreation Department if appropriate.

Sincerely,

Beth Wilkinson, President

Katherine Howard, Treasurer

on behalf of the Board of
The Newton Conservators

City of Newton



Ruthanne Fuller
Mayor

Newton, Massachusetts Community Preservation Program #26-19
FUNDING REQUEST

PRE-PROPOSAL

PROPOSAL

(For staff use)
date rec'd:

4 November
2018

Last updated October 2018.

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

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	Funding to Hold Conservation Restrictions on Newton CPA-Funded Land Acquisitions			
Project LOCATION	Full street address (with zip code), or other precise location. Site titles below are links to CPC project webpages. <ul style="list-style-type: none"> ◆ 20 Rogers Street (Crystal Lake) – acquired 2007-10 as recreation land ◆ 30 Wabasso Street (Flowed Meadow Conservation Area) – acquired 2007 for open space 			
Project CONTACTS	Name & title or organization	Email	Phone	Mailing address
Project Manager	Beth Wilkinson, President, Newton Conservators	bethwilkinson@mac.com	617.966.7491	14 Trowbridge Street, Newton, MA 02459
Other Contacts				
Project FUNDING	A. CPA funds requested: \$30,000	B. Other funds to be used: \$0	C. Total project cost (A+B): \$30,000	
Project SUMMARY	Explain how the project will use the requested CPA funds.			
<p>The Newton Conservators are requesting this grant for the costs associated with holding, monitoring and enforcing permanent conservation restrictions on the two properties listed above, which the City of Newton previously acquired with CPA funds for open space and outdoor recreation.</p> <p>The City has already granted the Conservators similar restrictions on other open space or outdoor recreation properties acquired with CPA funds in Newton, as required by the CPA statute [MGL Ch. 44B. Section 12. (a)]:</p> <p>“A real property interest that is acquired with monies from the Community Preservation Fund shall be bound by a permanent restriction, recorded as a separate instrument, that meets the requirements of sections 31 to 33, inclusive, of chapter 184 limiting the use of the interest to the purpose for which it was acquired. The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the Community Preservation Fund to pay a non-profit organization created pursuant to chapter 180 to hold, monitor and enforce the deed restriction on the property.”</p> <p>Funds should be appropriated to the Planning Dept. for this grant. Among other provisions to be mutually agreed, the grant agreement should specify that these funds will be held directly by the Conservators. The Conservators will use the funds only for monitoring or enforcement on those two properties, will account for the funds separately, and will submit documentation to the City Solicitor for all expenses incurred in that work. The Newton Conservators also will submit their monitoring reports to the environmental staff/Conservation Commission in the Planning Department and to the Parks and Recreation Department, as appropriate.</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		Funding to Hold Conservation Restrictions on Newton CPA-Funded Land Acquisitions	
USE of CPA FUNDS	OPEN SPACE	or	RECREATION LAND
Acquire	✓		✓
PROJECT BUDGET			
Uses of Funds			
20 Rogers Street – monitoring (est. 1.02 acres)			\$15,000
30 Wabasso Street – monitoring (est. 0.12 acres)			\$5,000
enforcement funding			\$10,000
D. TOTAL USES (should equal C. on page 1 and E. below)			\$30,000
Sources of Funds		Status (requested, expected, confirmed)	
CPA funding		Requested	
E. TOTAL SOURCES (should equal C. on page 1 and D. above)			\$30,000
Project TIMELINE	Phase or Task		Season & Year
	full proposal submitted & CPC funding vote		fall 2018
	City Council consideration of CPC recommendation		fall-winter 2018
↓ Check off submitted attachments here.			
REQUIRED	✓	PHOTOS & MAPS	of sites involved
	SPONSOR FINANCES & QUALIFICATIONS, INSTITUTIONAL SUPPORT		
	from Newton Conservators:		
	✓	cover letter confirming Board of Directors agreement to hold permanent deed restrictions, briefly explaining internal procedures for use of these funds	
	✓	summary of most recent annual operating budget (revenue & expenses) or financial statement (assets & liabilities)	
	from City of Newton:		
	agreement by City commissions with custody of these each properties to grant the required permanent deed restriction to the Conservators		

Note: These two commission votes are scheduled for November 2018. As soon as the record of each vote is received, it will be added to this proposal on the Newton CPC website, www.newtonma.gov/cpa, under [Proposals & Projects – Pending](#).

Newton Conservators Inc.
Unrestricted Income Statement
Calendar Year 2018 YTD through September 30, 2018

	2018				Prior Year Actuals					
	YTD Sep Actual	YTD Sep Budget	YTD Sep Variance		2018 BUDGET	2017 Actual	2016 Actual	2015 Actual	2014 Actual	CY2013 Actual
REVENUES										
Dues - Members	3,574	7,500	(3,926)	1/8 Q1-3; 5/8Q4	20,000	20,644	17,899	16,305	14,245	10,309
Gifts - Members	2,430	1,500	930	1/8 Q1-3; 5/8Q5	4,000	3,175	3,818	3,470	3,941	3,595
Credit card fees	(115)	(113)	(2)	1/8 Q1-3; 5/8Q6	(300)	(263)	(292)	(151)	(121)	(169)
Misc. (escrow interest, AmazonSmile, etc.)	130	225	(95)		300	303	191	274	102	41
Almanac sales	300	225	75		300	183	85	120	80	200
Trail Guide Sales	490	1,125	(636)		1,500	806	833	1,594	1,033	1,029
Total revenues	6,808	10,463	(3,654)		25,800	24,847	22,534	21,611	19,280	15,005
EXPENSES										
Annual Meeting - net cost	(94)	-	94	bal all Q2	-	(289)	(136)	(574)	1,129	(1,819)
Board Administrative Expenses	874	600	(274)		800	838	802	576	430	569
Board Development	194	375	181		500	265	-	-	-	-
Dues	395	375	(20)		500	745	450	400	400	400
Fees	35	56	21		75	54	79	50	75	75
Grants	2,250	3,000	750		4,000	3,000	2,750	4,800	2,650	3,775
Insurance	3,685	3,685	-	all Q1	3,685	3,785	3,575	3,517	3,161	3,503
Almanac, Guide, Brochures	-	-	-		-	-	3,608	-	-	3,272
Membership Development	324	1,500	1,176		2,000	1,770	2,008	2,402	3,106	1,285
Newsletter	6,236	7,500	1,264		10,000	10,810	9,852	8,337	8,647	4,187
Ordway Maintenance	1,190	1,350	160		1,800	1,795	1,575	1,030	2,920	1,410
Programs - General	-	150	150		200	3,093	661	737	-	-
Programs - Invasives sessions, natives planting	105	375	270		500	182	953	-	-	-
Website	-	-	-	all Q4	320	321	298	298	298	291
Total expenses	15,195	18,966	3,771		24,380	26,370	26,475	21,574	22,817	16,949
Net income from operations before special projects	(8,387)	(8,504)	117		1,420	(1,522)	(3,941)	37	(3,537)	(1,943)
SPECIAL PROJECTS										
Income from Board-Designated Endowment	4,620	4,620	-		6,160	5,965	5,839	5,929	-	-
General	-	1,500	1,500		2,000	1,000	-	-	-	(708)
CR Monitoring	-	750	750		1,000	57	2,743	-	-	2,100
Bracebridge CR Work	250	-	(250)		-	4,475	2,103	-	-	-
Land Acquisition Program (research)	-	750	750		1,000	-	-	-	-	-
Property Maintenance beyond donor funding	-	1,500	1,500		2,000	1,506	-	-	-	-
Net income from Board-Designated funded special projects	4,370	120	4,250		160	(1,073)	993	5,929	-	1,392
Net income from operations	(4,017)	(8,384)	4,367		1,580	(2,596)	(2,948)	5,966	(3,537)	(3,335)
INVESTMENT INCOME AND GAINS										
Interest - Money Market/Checking	283	30	253		40	122	32	8	10	11
Interest - 4-in 1 Fund	7,036	3,000	4,036		4,000	5,419	4,557	4,257	2,899	2,213
Interest - Treasury Bills	-	75	(75)		100	157	98	77	38	229
Unrealized Gain (Loss) - 4-in-1 Fund	4,768	2,250	2,518		3,000	30,415	9,710	(4,219)	4,471	19,501
Sub-total investment income before transfers	12,086	5,355	6,731		7,140	36,112	14,396	123	7,418	21,954
Interest - Transfer to Ordway Endow.	(888)	(750)	(138)		(1,000)	(2,840)	(1,162)	17	(624)	(1,926)
Less: board designated endowment spending policy transfer to operations	(4,620)	(4,620)	-		(6,160)	(5,965)	(5,839)	(5,929)	-	-
Total investment income after transfers	6,578	(15)	6,593		(20)	27,307	7,395	(5,789)	-	-
Total changes in unrestricted net assets	2,562	(8,399)	10,960		1,560	24,712	4,447	177	3,256	16,692
Beginning Unrestricted Net Assets	222,647	222,647	-		222,647	197,935	193,488	193,311	190,055	173,363
Plus: change in unrestricted net assets	2,562	(8,399)	10,960		1,560	24,712	4,447	177	3,256	16,692
Ending Unrestricted & BD Net Assets	225,209	214,249	10,960		224,207	222,647	197,935	193,488	193,311	190,055

ASSETS	2018			9/30/2018 Balance	12/31/2017 Balance
	Unrestricted	Temporarily Restricted	Permanently Restricted		
Citizens/Village Bank Checking	4,108	9,609		13,717	21,789
Accounts Receivable at 123Signup	-			-	2,513
Post Office; Golf/Reservoir Escrows	311	52,620		52,931	52,942
TOTAL Cash and AR Assets	4,419	62,229	-	66,648	77,244
Fidelity 4 in 1 Index Fund (Mkt Val)	197,000		21,560	218,560	221,757
Fidelity Money Market	8,472	19,817		28,289	13,020
Treasury Notes	4,417	10,332		14,749	14,893
TOTAL Investments	209,890	30,148	21,560	261,598	249,670
60 Prospect Park Lot B; Awtrey Lot A Ordway Park	10,900		2	10,900	10,900
TOTAL Property	10,900	-	2	10,902	10,902
TOTAL ASSETS	225,209	92,377	21,562	339,148	337,816
LIABILITIES & NET ASSETS					
A/P, Golf Escrow	-	52,620		52,620	52,757
Board Designated Endowment	148,221			148,221	148,221
Spending Policy BD Endow.	9,761			9,761	5,391
TOTAL LIABILITIES & BRD DES.	157,982	52,620	-	210,602	206,370
NET ASSETS					
Unrestricted Net Assets	67,227			67,227	69,035
Weeks Field		4,750		4,750	4,750
60 Prospect Park Maint. Fund; Land		-	1	1	1
Awtrey Lot A Maint. Fund; Land		9,744	1	9,745	9,745
Friends of Houghton Gardens		5,540		5,540	5,540
Friends of Webster Woods		4,488		4,488	4,488
Nahanton Woodcock Meadow		1,097		1,097	1,097
Ordway Park Endow/UF Greenway		1,146	21,560	22,706	22,706
Ordway Park Improvement Fund		2,170		2,170	2,170
Ordway Endow. Interest		10,073		10,073	9,185
Save The Cove (formerly Regan Fund)		750		750	2,730
TOTAL NET ASSETS	67,227	39,757	21,562	128,546	131,447
TOTAL LIABILITIES & NET ASSETS	225,209	92,377	21,562	339,148	337,816
sum of Unrestricted Net Assets =	225,209				

Changes in Restricted Net Assets

	9/30/2018			Total
	Temporary	Permanent	Total	
Balance at beginning of year				Total
Weeks Field	4,750		4,750	4,750
60 Prospect Park Maint. Fund; Land	-	1	1	315
Awtrey Lot A Maint. Fund; Land	9,744	1	9,745	9,745
Friends of Houghton Gardens	5,540		5,540	5,340
Friends of Webster Woods	4,488		4,488	4,488
Nahanton Woodcock Meadow	1,097		1,097	1,047
Ordway Park Endow/UF Greenway/Kennard	1,146	21,560	22,706	22,706
Ordway Park Improvement Fund	2,170		2,170	2,170
Ordway Park Endow. Interest	9,185		9,185	8,595
Regan Auburndale Cove Rehab Fund	2,730		2,730	2,730
Total	40,850	21,562	62,412	61,846
Changes during Q1-Q3 2018				
Friends of Webster Woods donations (for 2016, net of expenses)	-		-	40
Friends of Houghton Garden donations (200) Woodcock (50)	-		-	250
Regan pd to DCR grant (2730), new funds for Save The Cove(750)	(1,980)		(1,980)	-
60 Prospect Pk tree work (amt covered by donor funds)	-		-	(314)
Ordway tree work paid by Ordway Interest	-		-	(2,250)
Ordway Endow. Interest earned	888		888	2,840
Total	(1,093)	-	(1,093)	566
Balance as of 9/30/18				
Weeks Field	4,750		4,750	4,750
60 Prospect Park Maint. Fund; Land	-	1	1	1
Awtrey Lot A Maint. Fund; Land	9,744	1	9,745	9,745
Friends of Houghton Gardens	5,540		5,540	5,540
Friends of Webster Woods	4,488		4,488	4,488
Nahanton Woodcock Meadow	1,097		1,097	1,097
Ordway Park Endowment Fund/UF Greenway	1,146	21,560	22,706	22,706
Ordway Park Improvement Fund	2,170		2,170	2,170
Ordway Park Endow. Interest	10,073		10,073	9,185
Save The Cove	750		750	2,730
Total	39,757	21,562	61,319	62,412

20 Rogers Street (2008 photos)
acquired with CPA funds as an addition
to public recreation land at Crystal Lake



#26-19

after
demolition



above & right –
after regrading
& seeding





CRYSTAL LAKE BATHHOUSE PUBLIC PARK MASTER PLAN

Submitted by:
CRYSTAL LAKE TASK FORCE of the CITY OF NEWTON

- 
 PRESSLEY ASSOCIATES
 1035 Cambridge Street
 Cambridge MA 02141
- 
 RAYMOND DESIGN ASSOCIATES (RDA)
 222 North Street
 Hingham MA 02043

June 2010



Figure 1: Recommended Building & Site (not parking lot)



Figure 2: Recommended Oval Parking Lot

Existing Conditions Analysis

1.1 Overview

On May 7, 2008 the Study Team first presented an analysis of existing site and building conditions to the Task Force. This analysis enabled Task Force members to understand fully the project’s issues, opportunities, and constraints. Knowledge of existing conditions added to the Task Force members’ personal experiences with the site and facilitated developing plans on how to program interior and exterior spaces.

Task Force members supplemented the documentation on the current uses and conditions at Crystal Lake Park with a detailed history of the site and its uses as far back as the 1600’s (included in the Appendices).



Figure 1: Aerial View of Crystal Lake

1.2 General Site Description

Crystal Lake Park is located along the southwestern shore of Crystal Lake, immediately north of the Massachusetts Bay Transit Authority (MBTA) Green Line. The property is comprised of two lots, 30 Rogers Street (containing the existing Bathhouse) and 20 Rogers Street (site of former residential dwelling that was removed in January 2008). The 30 Rogers Street parcel is 0.74 acres and the 20 Rogers Street parcel is 1.02 acres. When combined, the total park area is 1.76 acres (76,666 sq.ft.).

Site Program Option 2B:

- Construct a new building on the newly acquired 20 Rogers Street Parcel.
- Provide expanded beach and seasonally restricted lawn area on the existing 30 Rogers Street parcel.
- Construct new parking lot parallel to the street on the newly acquired 20 Rogers Street parcel.
- Provide parking ingress on the existing 30 Rogers Street parcel and a separate parking egress on the newly acquired 20 Rogers Street parcel.
- No connection to the newly acquired easement over 230 Lake Avenue property.

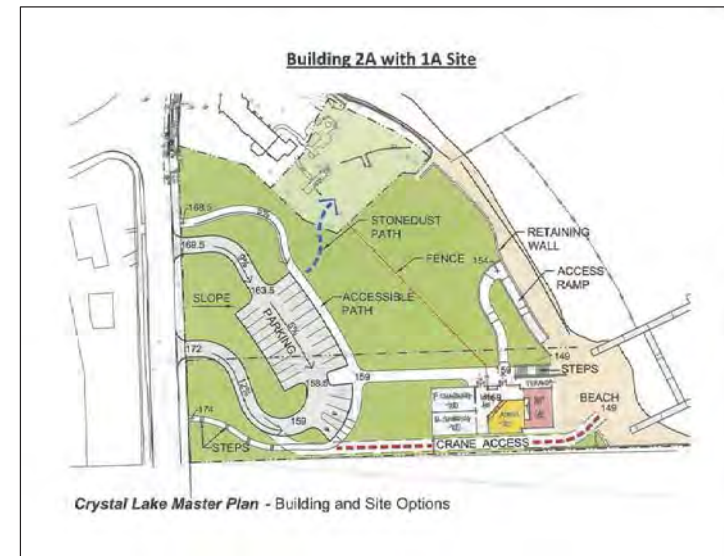


and related expansion of the 'left beach' and the steps adjacent to the building's north side. Both of these refined sketches included the relocation of the 'crane access' path to the MBTA side of the bathhouse, with floor plan revisions that could accommodate such access.

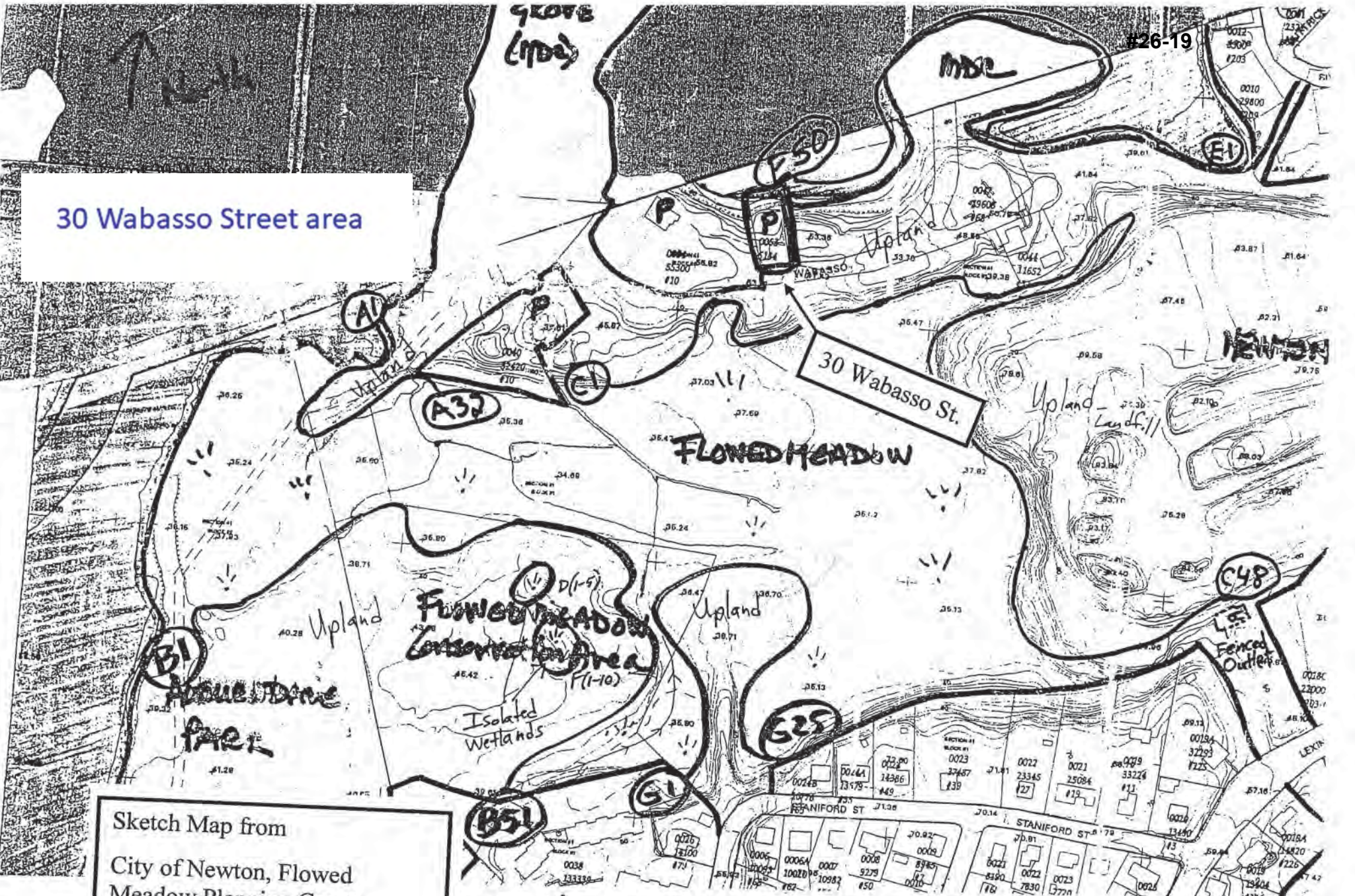
In the original 2A bathhouse and site plan, the Task Force was concerned with the lack of parking lot and parkland supervision from inside the building, and the less visible remote entrance into the bathhouse from the parking lot.

The revised bathhouse floor plan for Option 2A moved the administrative/check-in area to the northwest corner of the plan and 'bumped' it out into the park with a bay. This change provided the administrative area with windows on three sides and clear unobstructed views toward the west into the parking lot; to the north into the lawn area and to the east into the ramp/stair system leading to the beach and lake beyond. The front entrance was moved to face the parking lot directly and the changing/toilet rooms were moved to the southern side of the building to buffer the noise of the MBTA Green Line and no longer obstruct views to the parking lot from the entry lobby.

The relocated entrance lobby improved supervision and accessibility from the lobby, but precluded continued use of the existing handicap access ramp to the beach. The revised Option 2A presented demolition of the existing ramp system on the southern edge of the building and the relocation of an access ramp to the northern (park) side of the bathhouse.



30 Wabasso Street area



Sketch Map from
City of Newton, Flowed
Meadow Planning Group,
*Recommendations for the
Future of the Flowed Meadow
Area*, August 2000.

Field Sketch by EcoTec, Inc.
10/27/99 Not-to-Scale

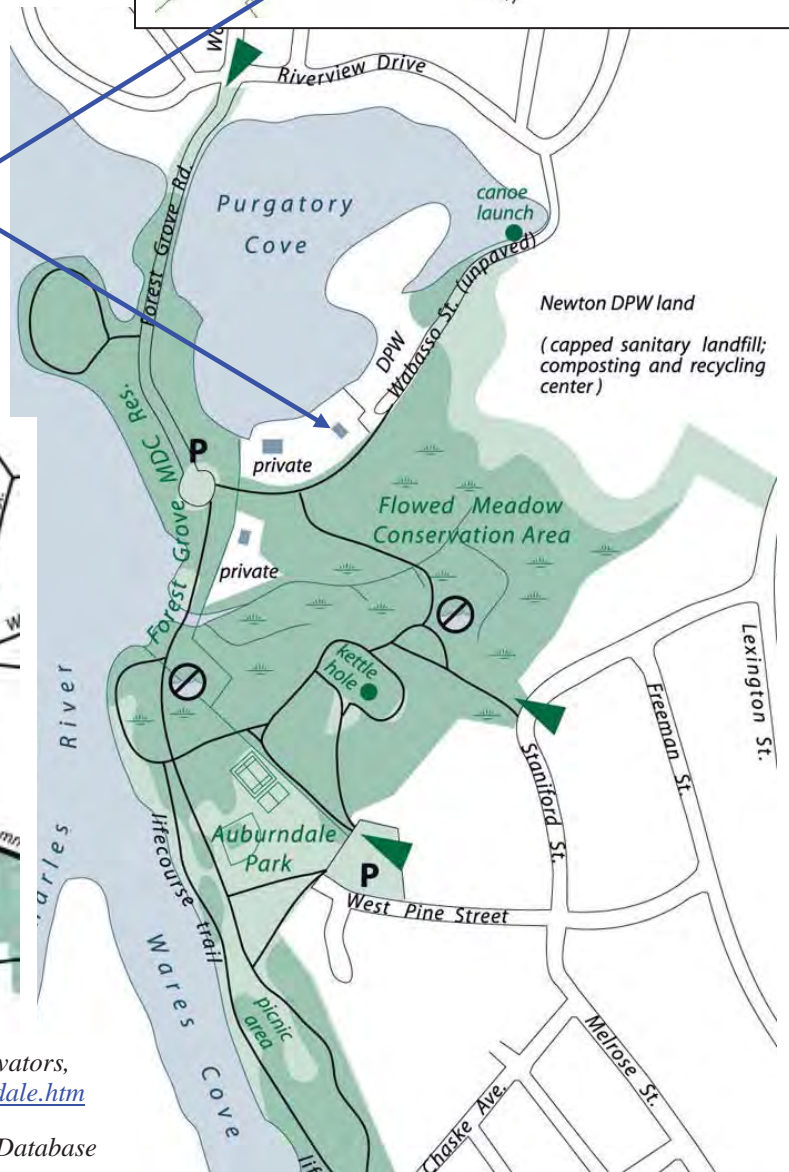
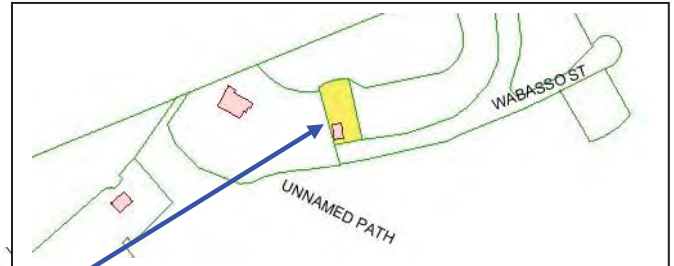
Location & Parcel Maps in Support of Proposal to the CPC for Acquisition & Demolition at 30 Wabasso Street

30 Wabasso St.	Assessors Parcel ID: 41031 0053
Auburndale, MA 02466	Lot Size: 5,184 sq ft (0.12 acres)
	Funds Requested: \$405,100

Current ownership of properties along Wabasso St.

30 WABASSO ST	Thomas Donald Wightman Tr
68 WABASSO ST	CITY OF NEWTON
71 WABASSO ST	CITY OF NEWTON
WABASSO ST OFF	CITY OF NEWTON
WABASSO ST REAR	CITY OF NEWTON

- ◆ acquisition of 3 private lots along Wabasso St. identified as top priority in the City of Newton's 2003-2007 *Recreation and Open Space Plan* (p. 94, "Action Program")
- ◆ since 1998, City has acquired and demolished houses on 2 of these lots (#68 and #71 Wabasso St.)-this is 3rd and last lot mentioned in *Plan*
- ◆ fronts directly on Purgatory Cove in the Charles River
- ◆ connects with path from Auburndale Park (Commonwealth Ave.) to Waltham



Location & trail maps from Newton Conservators, www.newtonconservators.org/map2auburndale.htm

Parcel map from City of Newton Assessors Database

30 Wabasso Street (2007, 2008 photos)

acquired with CPA funds as an addition to
Flowed Meadow Conservation Area



Wabasso Street at
Rumford Avenue landfill,
southeast of #30

view of Purgatory Cove
from 30 Wabasso Street



Wabasso Street
northwest of #30

30 Wabasso Street (2007, 2008 photos)
acquired with CPA funds as an addition to
Flowed Meadow Conservation Area



30 Wabasso Street,
house prior to
demolition

#588-18



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

November 13, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to amend the maximum qualifying gross receipts amount set forth in sec. 27-10 of The Revised Ordinances of Newton 2017 by substituting \$72,000 for the current maximum qualifying amount of \$60,000. The higher maximum qualifying amount shall commence for the fiscal year beginning July 1, 2018, and for all subsequent fiscal years.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 NOV 13 PM 3:40
DAVID A. OLSON, Clerk
Newton, MA 02459

Maureen Lemieux

From: Barney Heath
Sent: Friday, November 09, 2018 4:50 PM
To: Maureen Lemieux; Elizabeth Dromey
Cc: Ruthanne Fuller
Subject: Newton Seniors

A couple more ways to slice available data from Census estimates (2012-2016):

Age 65 and Up Owner-Occupied Households in Newton

65-74	3,840
75-84	1,803
85+	1,232
Total	6,875

Age 65 and Up Households by Income (not by owner but all)

Below \$20,000	1,279
\$20-40	1,733
— \$40-59	906 —
\$60-75	715
\$75-99	966

Barney S. Heath
Director of Planning and Development
City of Newton, MA
617-796-1120

City of Newton, Mass					11/13/2018	
Elderly Tax Deferral Information					mll	
<u>Year</u>	<u>Approved</u>	<u>Deferred</u>	<u>Outstanding</u>	<u>Paid</u>	<u>%Outstanding</u>	<u>%Paid</u>
2018	64	\$477,787.98	\$458,958.68	\$18,829.30	96.06%	3.94%
2017	65	\$487,859.27	\$449,709.87	\$38,149.40	92.18%	7.82%
2016	56	\$393,899.87	\$287,156.36	\$106,743.51	72.90%	27.10%
2015	49	\$319,006.95	\$193,529.79	\$125,477.16	60.67%	39.33%
2014	54	\$355,668.85	\$168,615.38	\$187,053.47	47.41%	52.59%
2013	56	\$351,576.04	\$166,044.15	\$185,531.89	47.23%	52.77%
2012	61	\$362,190.78	\$153,634.76	\$208,556.02	42.42%	57.58%
2011	66	\$372,292.49	\$161,245.07	\$211,047.42	43.31%	56.69%
2010	64	\$347,745.34	\$130,486.68	\$217,258.66	37.52%	62.48%
2009	63	\$326,287.81	\$122,458.76	\$203,829.05	37.53%	62.47%
2008	61	\$309,188.94	\$96,120.32	\$213,068.62	31.09%	68.91%
2007	71	\$364,094.08	\$78,127.82	\$285,966.26	21.46%	78.54%
2006	69	\$346,148.69	\$61,549.13	\$284,599.56	17.78%	82.22%
2005	74	\$336,054.64	\$54,405.36	\$281,649.28	16.19%	83.81%
2004	82	\$380,698.37	\$36,062.47	\$344,635.90	9.47%	90.53%
2003	84	\$369,589.64	\$19,287.98	\$350,301.66	5.22%	94.78%
2002	99	\$399,688.47	\$17,525.60	\$382,162.87	4.38%	95.62%
2001	101	\$401,367.61	\$13,559.74	\$387,807.87	3.38%	96.62%
2000	95	\$373,412.45	\$9,085.87	\$364,326.58	2.43%	97.57%

City of Newton, Mass				11/13/2018		
Elderly Tax Deferral Information				mll		
<u>Year</u>	<u>Approved</u>	<u>Deferred</u>	<u>Outstanding</u>	<u>Paid</u>	<u>%Outstanding</u>	<u>%Paid</u>
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2000	95	\$373,412.45	\$9,085.87	\$364,326.58	2.43%	97.57%

Chapter 294
of the Acts of 2018

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninetieth General Court

AN ACT AUTHORIZING THE CITY OF NEWTON TO AMEND THE INCOME QUALIFICATIONS FOR A CERTAIN TAX DEFERRAL PROGRAM.

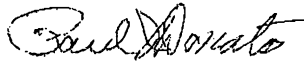
Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding clause Forty-first A of section 5 of chapter 59 of the General Laws or any other general or special law to the contrary, the city of Newton may, by ordinance, adopt a maximum qualifying gross receipts amount for the purposes of said clause Forty-first A of more than \$40,000 but not more than the income limit determined by the commissioner of revenue for the purposes of subsection (k) of section 6 of chapter 62 for married persons filing jointly, regardless of the taxpayer's marital status.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, November 1, 2018.

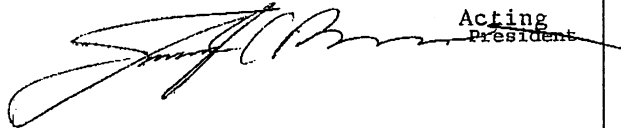
Passed to be enacted,



Acting
Speaker.

In Senate, November 1, 2018.

Passed to be enacted,

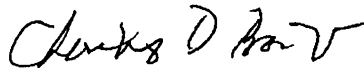


Acting
President

November 8, 2018.

Approved,

at 12 o'clock and 02 minutes, P. M.



Governor.



RUTHANNE FULLER
MAYOR

**City of Newton, Massachusetts
Office of the Mayor**

#31-19

Telephone
(617) 796-1100

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(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

RECEIVED
 Newton City Clerk
 2018 DEC 31 PM 3:12
 David A. O'Connell, Clerk
 Newton, MA 02459
 December 31, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to authorize the transfer of \$100,000 from Acct # 0110498-5790 Current Year Budget Reserve to Acct # 0140111-52924 Processing Recyclables.

As you may know, the worldwide recycling market has experienced significant disruption. Approximately one year ago, China banned waste and recycling imports, including mixed paper and certain plastics outright, and effectively cardboard. (China has set a maximum threshold of 0.5% contamination for cardboard, a level that is virtually impossible to achieve given current single stream recycling systems.)

Counsel for our current provider, Waste Management, approached the City several months ago claiming that Waste Management was entitled to increase the rates under the current contract (which will not expire until June 30, 2020) as a result of changes in Chinese Law. The City did not agree that China's ban on the importation of recyclables constituted a "Change in Law," nor did we agree that Waste Management could unilaterally impose a rate increase on the City pursuant to its contract with the City which permits increased costs to be passed along to the City.

However, the City did agree to continue discussions with Waste Management, but those discussions needed to be clearly predicated on specific financial and accounting information regarding the costs attributed to China's decision limiting its importation of recyclable materials as well as what steps Waste Management was taking to seek alternative markets.

Following several months of negotiation, the administration has agreed to the following, subject to approval of the City Council.

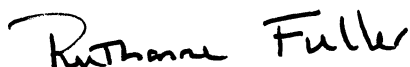
Section 7.05, paragraph (a) Cost is amended by deleting "provided however that the net maximum charge shall not exceed \$30.00 per ton for the term of the contract," and replacing it with: "provided however that the net maximum charge shall not exceed: \$30.00 per ton for the period July 1, 2015 through December 31, 2018; \$50.00 per ton for the period January 1, 2019 through June 30, 2019; and \$60.00 per ton for the period July 1, 2019 through June 30, 2020."

The City currently recycles approximately 10,000 tons of material each year. Therefore, this change in contract language will yield a net increase of approximately \$100,000 to our cost of processing recyclables for the remaining months of FY2019.

A significant amount of backup has been provided, and we look forward discussing this with the Honorable Council.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Ruthanne Fuller". The signature is written in a cursive style with a large initial "R".

Ruthanne Fuller
Mayor



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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TDD
(617) 796-1089
E-mail
rfuller@newtonma.gov

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councillors:

Attached you will find supporting documentation regarding the processing of recyclables.

Exhibit 1 – Letter to the City of Newton from Goodwin Procter LLP, Counsel for Waste Management

Exhibit 2 – The City’s initial response to Waste Management

Exhibit 3 – Waste Management’s proposed amendment to the City’s current contract

Exhibit 4 – Proposed Amendment to the Solid Waste Collection and Haul and Single Stream Recycling Agreement dated July 2015, between the City of Newton, Mass and Waste Management of Massachusetts, Inc.

Thank you for your consideration of this matter.

Sincerely,

Maureen Lemieux
Chief Financial Officer

RECEIVED
Newton City Clerk
2019 JAN - 2 PH 3:46
January 2, 2019
DANIEL A. OLSON, Clerk
Newton, MA 02459



John B. Daukas
+1 617 570 1686
jdaukas@goodwinlaw.com

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

goodwinlaw.com
+1 617 570 1000

August 23, 2018

Mr. James McGonagle
Commissioner of Public Works
-and-
Ouida Young, Esq.
Associate City Solicitor/Law Department
Newton Town Hall
1000 Commonwealth Avenue
Newton, MA 02459

Re: City of Newton – Waste Management of Massachusetts, Inc. Contract for Solid Waste Services dated July 1, 2015

Dear James and Ouida:

I represent Waste Management of Massachusetts, Inc. (“Waste Management”). I am writing concerning the July 1, 2015 Agreement for Solid Waste Collection and Haul and Single Stream Recycling Agreement between Waste Management and the City of Newton (the “Agreement”), as a follow-up to James Nocella’s August 8, 2018 meeting with Ms. Ouida Young, Esq., Associate City Solicitor with the City of Newton Law Department.

I understand the City and Waste Management have engaged in discussions concerning, among other things, disruption caused to the world-wide recycling market by the ongoing United States/China trade war. As widely reported in the media, China has banned importation of mixed paper and certain plastics outright, and effectively banned importation of cardboard. China has set a maximum contamination threshold of 0.5% for cardboard, a level which is impossible to achieve given available single stream recycling systems. The levels are in sharp contrast to the generally accepted ISRI specifications.

In contrast, the Agreement between the City and Waste Management has a maximum contamination limit of 10%, or twenty times the level permitted by China. Materials accepted under the Agreement cannot be processed to meet the Chinese requirements. In short, the City’s recyclables cannot be delivered to China as the City’s materials now violate Chinese law.



Mr. James McGonagle
Ouida Young, Esq.
August 23, 2018
Page 2

As a result of China's actions, the domestic and worldwide markets for these types of recyclables have been significantly disrupted. The reduction of Chinese markets means an oversupply of commodities to markets across the globe. Historically, China has been the major purchaser of recycled mixed paper and cardboard in the world. China's ban on mixed paper, plastics, and cardboard has made it impracticable for Waste Management to continue to accept such materials under the terms of the Agreement.

Indeed, the value of mixed paper has dropped from approximately \$75 per ton to zero. Under the Agreement in the normal course, Waste Management is capped at a net maximum charge of \$30 per ton of recyclables. So far in 2018 -- the first full calendar year in during which China's ban has been in effect -- the impact to Waste Management's commodity sales revenue and cost to process those materials is nearly \$60 per ton. As a result, Waste Management is losing over fifty thousand dollars each month.

Under the express terms of the Agreement, as well as Massachusetts common law, Waste Management is excused from continuing to accept recyclables from the City. See Agreement § 10.01; Chase Precast Corp. v. John J. Paonessa Co., Inc., 409 Mass. 371, 374-75 (1991) (citing Mishara Const. Co. Inc. v. Transit-Mixed Concrete Corp., 310 N.E.2d 363, 366 (Mass. 1974)) (contractual obligation excused where occurrence of event destroys value of contract to party seeking to be excused); Lenn v. Riche, 331 Mass. 104, 111 (Mass. 1954) (interpreting defense based on force majeure clause as "akin to the defence [sic] of impossibility of performance under our law"); Baetjer v. New England Alcohol Co., 319 Mass. 592, 596-97 (Mass. 1946) (holding that force majeure clauses are enforceable).

In addition, Article XXIII of the Agreement entitles Waste Management to adjust its rates based on an increase in cost due to the change in Chinese law. Both the City and Waste Management contemplated this exact scenario -- where a change of law or other unforeseeable event causes a cost increase to one party to the Agreement -- and, in Section 2.03, agreed to "exercise all and every prudent effort to develop and implement necessary long-term strategies to eliminate, avoid or mitigate any possible events of Force Majeure, Change in Law or other events which would increase costs in any way for the other party." Accordingly, Waste Management expects that the City will work with it in good faith and agree to a rate increase, which is necessitated by the unanticipated change in Chinese law.



Mr. James McGonagle
 Ouida Young, Esq.
 August 23, 2018
 Page 3

The term “Change in Law” is defined in Section 1.01 to mean:

[A]ny event or condition . . . which has a material adverse . . . effect on [Waste Management] or the City’s ability to perform its obligation under this Agreement . . .
 . [including:]

(a) **the adoption, promulgation, issuance, modification or official change in interpretation . . . of any federal, state, or local law, regulation, rule, requirement, ruling or ordinance . . . ; [or]**

(c) **the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval legally necessary and essential to the performance of collection and haul obligations under this Agreement.**

(emphasis added).

Moreover, Article XXIII explicitly provides that, where Waste Management’s costs are increased as a result of a Change in Law, Waste Management is entitled to a rate increase to cover its higher costs. Specifically, Section 23.01 defines “Change in Law Costs” as follows:

[F]or any period and for any Change in Law, **the amount, if any, of the increased operating and/or capital cost pertaining to the collection and haul of Acceptable Waste** and attributable to services rendered by [Waste Management] under this Agreement

(emphasis added). Where any Change in Law Cost occurs, Section 23.02 entitles Waste Management to a rate adjustment:

For each Change in Law that causes [Waste Management] to sustain a Change in Law Cost . . . the City of Newton shall pay [Waste Management] the Change in Law Cost reasonably incurred, such payment to be invoiced on the monthly statement and to be paid monthly in accordance with the provisions in this section.

(emphasis added).



Mr. James McGonagle
 Ouida Young, Esq.
 August 23, 2018
 Page 4

The change to Chinese law constitutes a “Change in Law,” as that term is defined in the Agreement under both subsection (a) and (c) of that definition.¹ The change also constitutes a “Change in Law Cost” under Section 23.01 because China’s ban dramatically increased Waste Management’s cost of processing recyclable material. Accordingly, Waste Management is entitled to adjust its rates, to reflect the increased costs that it incurred as a result of China’s actions.

If the City is unwilling to consider an increase in Waste Management’s rates as required by the Agreement, the Agreement also contains a Force Majeure clause (Article X), which excuses Waste Management’s further performance in the event of a “Force Majeure Event.” The Agreement defines a Force Majeure Event as follows:

[a]ny event or condition having, or which may reasonably be expected to have a material adverse effect on [Waste Management] . . . or on [Waste Management’s] . . . ability to perform pursuant to this Agreement and not the result of willful or negligent action or lack of reasonable diligence, of the party relying thereon as justification for not performing . . . any obligation or complying with any condition required of such party under this Agreement Such events or conditions may include, but shall not be limited to, circumstances of the following kind:

(1) a Change in Law . . . or similar occurrence, and act of war . . . or similar occurrences....

(emphasis added). When a Force Majeure Event occurs, Waste Management’s performance under the Agreement is excused under Section 10.01:²

A non-performing party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Agreement, by reason of a Force Majeure Event.

(emphasis added). The U.S./China trade war and China’s change in law is a Force Majeure Event which -- as set forth in detail above -- has effectively closed China’s markets to the

¹ Under subsection (a) of the definition, China’s ban is a change to Chinese state law. Under subsection (c), the ban also effectively constitutes a change in approval, which is legally necessary and essential to Waste Management’s ability to continue shipping recyclables to the Chinese market.

² Waste Management’s performance is also excused under Section 9.01, Events of and Remedies of Default: “(b) The persistent or repeated failure or refusal by a party to fulfill any of its material obligations in accordance with this Agreement shall constitute an Event of Default, **unless such failure or refusal shall be excused or justified by a Force Majeure Event**” (emphasis added).



Mr. James McGonagle
Ouida Young, Esq.
August 23, 2018
Page 5

recyclables which Waste Management agreed to process under the Agreement. China's actions have caused Waste Management's net costs to more than double, making its continued performance prohibitively expensive. Accordingly, Waste Management's performance under the Agreement is excused under the Force Majeure clause.

Massachusetts common law also supports this position, providing that contractual performance is excused under exactly these circumstances. Massachusetts courts interpret Force Majeure clauses similarly to the doctrines of impossibility and impracticability, each of which excuse performance under a contract. See Lenn v. Riche, 331 Mass. at 111 (defense of force majeure similar to defense of impossibility); Mishara, 310 N.E.2d at 366-67 (performance is excused not only where performance is impossible, but also where it is merely impractical as a result "some extreme or unreasonable difficulty, expense, injury, or loss."). Performance is impractical if an unforeseen circumstance renders performance "vitally different from what was reasonably to be expected." See Karaa v. Yim, 20 N.E.3d 943, 948 (Mass. App. Ct. 2014). The Restatement (Second) of Contracts § 261 (1981) recognizes that performance may be excused in exactly these circumstances -- where there is a "severe shortage of raw materials or of supplies due to war, embargo, local crop failure, unforeseen shutdown of major sources of supply, or the like, which either causes a marked increase in cost or prevents performance." (emphasis added); see also, id. at § 264 cmts. a, b (1981) (supervening "domestic or foreign" governmental action "emanat[ing] from any level of government" can make performance impracticable). China's unexpected change in law created just such a "marked increase in cost," which excuses Waste Management's further performance under the Agreement.

In sum, Waste Management cannot continue to accept recyclable materials at the \$30 per ton rate.

Therefore, the Agreement requires the City to work with Waste Management to address the increase in cost caused by the U.S./China trade war. Further, if the City and Waste Management are unable to agree, Section 8.02 of the Agreement requires the City and Waste Management to bring this dispute before a neutral third-party mediator. If a compromise still cannot be reached through mediation, then the Agreement by its express terms absolves Waste Management from continuing to accept recyclable materials at the rates provided under the Agreement as a result of the China trade war.

Waste Management values its relationship with the City and stands ready and willing to reach a fair compromise in order to continue its relationship with the City.



Mr. James McGonagle
Ouida Young, Esq.
August 23, 2018
Page 6

Please have your counsel contact me, or you may contact Mr. Nocella directly to resume discussions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John B. Daukas', with a long horizontal flourish extending to the right.

John B. Daukas

JBD/cmc

cc: James Nocella, Area Director, Public Sector Solutions, Waste Management
Gail Lynch, Esq., Senior Group Counsel, Waste Management

LAW DEPARTMENT



CITY OF NEWTON, MASSACHUSETTS
CITY HALL

1000 COMMONWEALTH AVENUE
NEWTON CENTRE, MA 02459
TELEPHONE (617) 796-1240
FACSIMILE (617) 796-1254

ACTING CITY SOLICITOR
OUIDA C.M. YOUNG

DEPUTY CITY SOLICITORS
ANGELA BUCHANAN SMAGULA
JEFFREY A. HONIG

ASSISTANT CITY SOLICITORS
MARIE M. LAWLOR
MAURA E. O'KEEFE
ALAN D. MANDL
JILL M. MURRAY
JONAH M. TEMPLE
JACLYN R. ZAWADA
JENNIFER C. PUCCI

September 17, 2018

John B. Daukas, Esq.
Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

RE: City of Newton – Waste Management of Massachusetts, Inc.
Contract for Solid Waste Collection and Haul and Single Stream Recycling

Dear Attorney Daukas:

This letter is in response to your letter dated August 23, 2018, to Newton's Commissioner of Public Works, James McGonagle. Your letter was expected, given our meeting with James Nocella in early August.

I do not agree with your conclusion that China's decision to limit or close its markets to certain recyclables qualifies as a "Change in Law" event as that term is defined in the City's contract. The definition of "Change in Law" at Section 1.01 (a) specifically refers to a change in "...any federal, state, or local law, regulation, rule, requirement, ruling, or ordinance" While you characterize the Chinese ban as a change in Chinese law, which may or may not be correct, the change in law of a foreign state does not qualify as a change to a "federal, state, or local law."

Nor do I believe that the Chinese ban qualifies as a "Change of Law" under Section 1.01(c) which you also quoted in your letter. That subsection refers to "the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval **legally necessary and essential to the performance of the collection and haul obligation under this Agreement.**" [Emphasis Added.] Selling recyclables to China rather than to another purchaser for less money is unrelated to Waste Management's performance of the

collection and haul obligations under the City's contract.

Given my belief that China's ban on the purchase of recyclables does not constitute a "Change in Law," I do not agree that Waste Manage can unilaterally impose a rate increase on the City pursuant to Article XXIII which permits increased costs to be passed along to the City.

At the August 3rd meeting, City officials expressed a willingness to work with Waste Management while the recycling market attempts to cope with the loss of China as the primary purchaser of mixed paper, plastics, and cardboard. In particular, the City is committed to expanding its educational efforts to reduce the percentage of contamination in its recyclables. What the City is not prepared to do is allow Waste Management to change from a tonnage charge that is capped under the City's contract to a tonnage charge that "floats" with the current market rates.

Your letter did not state what rate you expected the City to pay pursuant to Article XXIII nor did it include the sort of financial information the City would be entitled to receive showing the specific increase in operating and/or capital costs imposed on Waste Management by the "Change in Law" event. Rather, your letter suggested that the parties work towards a compromise that would be fair to both parties. The City is more than willing to continue discussions with Waste Management, but those discussions need to be clearly predicated on specific financial and accounting information regarding the costs attributed to China's decision limiting its importation of recyclable materials as well as what steps Waste Management has taken to seek alternative markets. In view of the City's and Waste Management's long relationship that literally extends over several decades, I would also expect that the City would be treated to "favored nation" status in terms of our negotiations.

Please let me know when you would like to meet to continue this discussion. Thank you.

~~Very truly yours,~~

Ouida C.M. Young
Acting City Solicitor

Cc: Ruthanne Fuller, Mayor
Jonathan Yeo, COO
Maureen Lemieux, CFO
James McGonagle, Commissioner of Public Works
Waneta Trabert, Director, Sustainable Materials Management Division

Waste Management's proposal to amend the formula related to processing of single stream recyclables October 2, 2018

Blended Value Calculation History (without cap)

	Jul-15	Dec-15	Jul-16	Dec-16	Jul-17	Dec-17	Jul-18	Sep-18
Blended Value	\$ 56.35	\$ 47.16	\$ 62.31	\$ 61.58	\$ 73.89	\$ 61.13	\$ 26.30	\$ 25.11
Processing Fee	\$ 91.00	\$ 91.00	\$ 92.37	\$ 92.37	\$ 93.75	\$ 93.75	\$ 95.16	\$ 95.16
Net Charge	\$ (34.65)	\$ (43.84)	\$ (30.06)	\$ (30.79)	\$ (19.86)	\$ (32.62)	\$ (68.86)	\$ (70.05)
WM Shortfall	\$ (3,887)	\$ (11,570)	\$ (50)	\$ (660)	\$ -	\$ (2,190)	\$ (32,487)	\$ (33,482)

Note: shortfall based on 836 average tons per month if recyclables processed

Financial Impact comparing 2016 (pre-China actions) to 2018 YTD July

Gross Operating Expense Increase per ton for Processing	\$12.50
Revenue Decline Impact of Paper on total single stream revenue per ton	\$40.73
Total Impact (not including impact of glass due to SMI closure \$5.47/ton)	\$53.23
Monthly Impact to WM	\$44,500.28

Proposed Resolution

1. Use the revised blended value calculation supplied herein
2. Increase the cap from 10.1.18 to 6.30.19 to \$60 per ton
3. Increase the cap in FY20 to \$75 per ton

Net charges for recycling processing contracts executed at WM Avon in 2018

	Braintree	No Attleboro	Quincy	Weymouth
Sep-18	\$ 73.87	\$ 72.97	\$ 73.74	\$ 73.87

Exhibit 3

CONTRACT L-6116 AMENDMENT # 2

To

SOLID WASTE COLLECTION AND HAUL

AND

SINGLE STREAM RECYCLING AGREEMENT

JULY 1, 2015 – JUNE 30, 2020

This Amendment, dated December ___, 2018 by and between the, **City of Newton**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting through its Commissioner of Public Works, but without personal liability to him, with offices at City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459 (hereinafter “City”), and **Waste Management of Massachusetts, Inc.**, a Massachusetts corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with a business address of 26 Patriots Place, Foxborough, Massachusetts 02035 together with its successors and permitted assigns hereunder, (hereinafter “WMMA” or “Contractor”) witnesses as follows:

WHEREAS, the City of Newton and WMMA entered into a Solid Waste Collection and Haul and Single Stream Recycling Agreement in July 2015 (the “Agreement”);

WHEREAS, the parties amended the Agreement by entering Amendment #1 as of June 15, 2017; and

WHEREAS, the parties now wish to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valid consideration, the parties hereby mutually agree to amend the Agreement as follows:

1. **SECTION 7.05 Single Stream Recycling Revenue/Cost**

Section 7.05, paragraph (a) Cost is amended by deleting “provided however that the net maximum charge shall not exceed \$30.00 per ton for the term of the contract,” and replacing it with: “provided however that the net maximum charge shall not exceed: \$30.00 per ton for the period July 1, 2015 through December 31, 2018; \$50.00 per ton for the period January 1, 2019 through June 30, 2019; and \$60.00 per ton for the period July 1, 2019 through June 30, 2020.”

All other terms and conditions of the Agreement, as amended by Amendment # 1, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2

CONTRACTOR

Waste Management of Massachusetts, Inc.

By: Chris DeSantis, President

CITY OF NEWTON

By: James Mcgonagle, Commissioner of Public Works

Approved as to legal form and character:

By: Andrew S. Lee, Assistant City Solicitor

APPROVED:

Date: _____

By: Ruthanne Fuller, Mayor (or her designee)



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

December 31, 2008

RECEIVED
NEWTON CITY CLERK
2008 DEC 31 PM 3:12
RUTHANNE A. FULLER, CLERK
NEWTON, MA 02459

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to increase the number of FTE's in the Public Buildings Department by one custodian position. For many years the Senior Center has been served by part-time custodial staff. However, it has become clear that the center is in need of a full time custodian during the entirety of the day while open.

Funds are available in the Council on Aging Formula Grant which has historically been used to pay for this expenditure.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

1/3/19



Senior Center Custodial Position

The Senior Center has been cleaned for many years by two part time custodians. The increased use of the facility, coupled with growing programs, has yielded the necessity for a full-time custodian for the building. This position will allow for better cleaning, maintenance, and operation of the Senior Center.

RECEIVED
Newton City Clerk
2019 JAN -4 AM 8:51
DAVID A. O'CONNOR, ONE
NEWTON, MA 02459



To: David Olson, City Clerk

From: David Fleishman, Superintendent of Schools 
Liam Hurley, Assistant Superintendent/Chief Financial & Administrative Officer 

Date: January 2, 2019

Re: **Docket Request:** MSBA 2019 Grant Program to Replace Boilers and Roofs

I respectfully request authorization to submit two Statements of Interest (SOIs) for the replacement of the Roof at the Underwood School, and the replacement of the Roof and Boiler at the Memorial Spaulding School, to the Massachusetts School Building Authority for consideration as part of their Accelerated Repair Program (ARP).

Roof and boiler replacement projects at Memorial-Spaulding are currently identified in Newton's CIP as a high priority and are scheduled on the five year financial forecast for FY2023 and FY2024 with an estimated funding required of \$350,000 for the roof (age 32 years) and \$250,000 for the boiler (age 65 years). The request at Underwood is to replace the largest section of roof at the school (aged 26 years) which is the next highest eligible ARP project after Memorial-Spaulding. The request to MSBA for funding for the Memorial-Spaulding roof and boiler and the Underwood roof would be for partial reimbursement, based on their established criteria, and would likely result in moving up the timing of the projects earlier, and within the next five years.

A vote of the City Council is requested in conjunction with a vote of the School Committee to authorize the Superintendent of Schools the above-described 2019 Statement of Interests (SOIs) to submit to the Massachusetts School Building Authority.

A vote of the School Committee is expected on January 14, 2019.

The due date for this application and certified votes is February 12, 2019.

Information to be provided to the MSBA on the roofs and boiler is attached. The required MSBA form of vote for City Council is also provided.

Thank you very much.

Enclosure: Docket Request Form, Form of Vote

cc: Josh Morse, Commissioner of Public Buildings
Maureen Lemieux, Chief of Staff/Chief Financial Officer
Jonathan Yeo, Chief Administrative Officer

CITY COUNCIL

CITY OF NEWTON

DOCKET REQUEST FORM

DEADLINE NOTICE: Council Rules require items to be docketed with the Clerk of the Council NO LATER THAN 7:45 P.M. ON THE MONDAY PRIOR TO A FULL COUNCIL MEETING.

To: Clerk of the City Council

Date: 1/2/19

From (Docketer): David Fleishman, Superintendent

Address: Newton Public Schools, 100 Walnut Street, Newton

Phone: 617-559-6100

E-mail: david fleishman@newton.k12.ma.us

Additional sponsors: Liam Hurley, Assistant Superintendent/CFAO

1. Please docket the following item (it will be edited for length if necessary):

Superintendent Fleishman is requesting a vote of the City Council to authorize the Superintendent of Schools to submit a request to the Massachusetts School Building Authority (MSBA) for consideration of funding for a boiler and roof replacement project at Memorial-Spaulding and a roof replacement at Underwood.

This item needs committee review and City Council Authorization before February 12, 2019. This is the due date for the application to MSBA.

2. The purpose and intended outcome of this item is:

- | | |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Fact-finding & discussion | <input type="checkbox"/> Ordinance change |
| <input type="checkbox"/> Appropriation, transfer, | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Expenditure, or bond authorization | <input type="checkbox"/> License or renewal |
| <input type="checkbox"/> Special permit, site plan approval, | <input type="checkbox"/> Appointment confirmation |
| <input type="checkbox"/> Zone change (public hearing required) | <input checked="" type="checkbox"/> Other: <u>Authorization to submit to MSBA</u> |

3. I recommend that this item be assigned to the following committees:

- | | | |
|-------------------------------------------------------|---------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Programs & Services | <input checked="" type="checkbox"/> Finance | <input type="checkbox"/> Real Property |
| <input type="checkbox"/> Zoning & Planning | <input type="checkbox"/> Public Safety | <input type="checkbox"/> Special Committee |
| <input checked="" type="checkbox"/> Public Facilities | <input type="checkbox"/> Land Use | <input type="checkbox"/> No Opinion |

4. This item should be taken up in committee:

Immediately (Emergency only, please). Please state nature of emergency:

- As soon as possible, preferably within a month
- In due course, at discretion of Committee Chair
- When certain materials are made available, as noted in 7 & 8 on reverse
- Following public hearing

PLEASE FILL OUT BOTH SIDES

5. I estimate that consideration of this item will require approximately:

- One half hour or less
- More than one hour
- More than one meeting
- Up to one hour
- An entire meeting
- Extended deliberation by subcommittee

6. The following people should be notified and asked to attend deliberations on this item. (Please check those with whom you have already discussed the issue, especially relevant Department Heads):

City personnel

Citizens (include telephone numbers/email please)

- | | |
|----------------------------------------------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> <u>Liam Hurley, Schools x9025</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Maureen Lemieux, Exec. x1100</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Josh Morse, Pub. Builings x1600</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>David Stickney, Schools x9000</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Julie Kirrane, Schools x9025</u> | <input type="checkbox"/> _____ |

7. The following background materials and/or drafts should be obtained or prepared by the Clerk's office prior to scheduling this item for discussion:

- 1. A copy of the material to be Statement of Interest to be submitted to MSBA for Memorial-Spaulding and Underwood
- 2. Form of vote required

8. I have or intend to provide additional materials and/or undertake the following research independently prior to scheduling the item for discussion. *

(*Note to docketer: Please provide any additional materials beyond the foregoing to the Clerk's office by 2 p.m. on Friday before the upcoming Committee meeting when the item is scheduled to be discussed so that Councilors have a chance to review all relevant materials before a scheduled discussion.)

Please check the following:

- 9. I would like to discuss this item with the Chairman before any decision is made on how and when to proceed.
- 10. I would like the Clerk's office to contact me to confirm that this item has been docketed. My daytime phone number is:
- 11. I would like the Clerk's office to notify me when the Chairman has scheduled the item for discussion.

Thank you.



Signature of person docketing the item

[Please retain a copy for your own records]

Memorial - Spaulding Elementary School Final Draft

MSBA Statement of Interest 2019 - Accelerated Repair Program

Potential Project Scope: Accelerated Repair Program - Roof and Boiler

Is this SOI the District Priority SOI? No

School name of the District Priority SOI: Cabot

Is this part of a larger facilities plan? NO

If "YES", please provide the following: Facilities Plan Date:

Planning Firm:

Please provide a brief summary of the plan including its goals and how the school facility that is the subject of this SOI fits into that plan: N/A

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21.1 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: The district wide average elementary class size has been 22 students per class in the past three decades.

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

Newton has developed Education Plans in conjunction with the Angier and Cabot school building projects (DiNisco Design) that document Newton's educational plan for modern school buildings that support standards for teaching and learning in the 21st century. Standards promote the education, health and well-being of all students; highly effective teaching environments, efficient operations, and anticipate future programmatic change while maintaining standards of performance and reliability

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many staff positions were affected? At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.). N/A

Has the district had any recent staff layoffs or reductions? No

If "YES", how many staff positions were affected?

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. N/A

Please provide a description of the local budget approval process for a potential capital project with the MSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

The FY19 School Committee Approved Budget is \$227,560,263, and includes an \$8.4 million increase, 3.8% over the FY18 budget of \$219,436,486. The budget process began in November 2017 with the approval by the School Committee of the District wide Goals which directs budget priorities. The budget process involves a comprehensive review by district and school administrators of existing and proposed school functions, planning for adjusted costs and future changes or new educational initiatives. The budget process culminates in a public presentation by the Superintendent, public meetings for review specific areas of the budget, public hearings, a school committee straw vote and a final vote of approval. Following the Newton Public Schools' process, the budget is presented to the City Council, reviewed and voted by that body in conjunction with the approval of Newton's operating and capital annual budgets. The FY19 budget continues to support Newton Public Schools core mission to meet the diverse educational, social and emotional needs of all students while narrowing the achievement gap, promoting critical thinking skills, providing mental health supports, and sustaining teacher professional development and collaboration. FY19 budget also maintains the ongoing maintenance of buildings and expands in-district special education facilities.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

Memorial-Spaulding Elementary School is 68,775 gsf, is a one-story structure and a lower level. It is sited on 5.59 acres in a residential neighborhood with little room for parking or expansion. Constructed in 1954, Memorial-Spaulding had an addition in 1959 and was further expanded with a new classroom wing in 2002 in coordination with the Massachusetts School Building Authority. The renovation eliminated old modular classrooms, created a new library, replaced windows throughout the building and added accessibility upgrades including an elevator as the lower level has teaching spaces. A School Building Security project was implemented in 2009, funded through a Homeland Security Grant. Electronic access card readers were installed on two exterior doors. All appropriate staff has electronic access via key fob device. In addition, the main entry door is equipped with a video/audio/buzzer access system whereby visitors must provide credentials to enter. Access to the building is secure and records of access by individuals are maintained.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

The original 1954 building square footage is 50,417 with additions of 8,320 in 1959 and 10,038 in 2002. The current total square footage is 68,775 gsf.

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

Memorial-Spaulling Elementary School was built in 1954 and had additions and renovations in 1959 and 2002. The school is 68,775 gsf, has two floors, a main level at grade and a lower level, portions of which are also at grade on the sloping site.. It is sited on 5.59 acres in a residential neighborhood. It has an accessible playground. It abuts a city fields that are used for sports. Parking is bituminous concrete with granite curbs, in good condition. The sidewalk and stairs at the front are in good condition. Minimal wood fencing is around the perimeter, in good condition. Exterior building mounted lighting has been upgraded to LED.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

250 Brookline Street, Newton Centre, MA 02459

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The 41,200 s.f. flat roof has sections of hot applied BUR and EPDM. As part of the school renovation/addition a new 6,200 s.f. EPDM roof section was installed. The hot applied BUR section was installed in 1995 and measures 35,000 s.f. Exterior walls are brick veneer with precast concrete panels in good condition. The concrete foundation at original building and addition is in good condition. Windows are aluminum with thermal break and thermal glazing. There are both fixed and awning windows and a metal and single pane storefront at the main entry. Doors are metal, aluminum, aluminum with pebble fiberglass panels. Door hardware is accessible. Exterior steps and ramps are in good condition.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? No

Year of Last Major Repair or Replacement:(YYYY)

Description of Last Major Repair or Replacement:

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 35,000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe) Hot Applied BUR (built up roof)

Age of Section (number of years since the Roof was installed or replaced) 32

Description of repairs, if applicable, in the last three years. Include year of repair:

There have been repairs for an increasing number of leaks in each of the last three years. In 2015 there was a leak in the Teacher's Lounge area. In 2016, there was a leak in Room 201. In 2017, there were four leaks, one in Room 201, one in Room 203, one in the hallway near Room 202 and one in Room 221. In 2018, there were four leaks, in areas of roof that had been repaired in prior years: Room 221 had 3 leaks simultaneously; the hallway near Room 202; Room 203 and the hallway near Rooms 229 and 234.

Roof Section B

Is the District seeking replacement of the Roof Section? No

Area of Section (square feet) 6,200

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)) EPDM

Age of Section (number of years since the Roof was installed or replaced) 17

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

Window Section A (1952)

Is the District seeking replacement of the Windows Section? NO

Windows in Section(count) 256 Fixed & 52 Operable = 304 total count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 17

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

Window Section B (1959)

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 54 Fixed & 138 Operable = 192 Total Count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 19

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

Window Section C (2002)

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 56 Fixed & 56 Operable = 112 Total Count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 17

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The HVAC system is natural gas, steam converted to hot water. A new boiler was installed in 2006 and is in good condition. There is a boiler installed in 1954 which is used only as an emergency backup. There is air conditioning in the main administrative office and the teachers' lounge. The fire alarm system is multi-zone and ADA compliant, with smoke detectors in the library and corridors with door holders and an exterior master box. The building is sprinklered. The telephone system has multiple outside lines. electrical service system is 600 A, 3 phase, 4 wire, 120/208V. The distribution system includes circuit breaker panelboards with conduit and wire feeders in good condition. There is a 100kW diesel exterior generator which serves corridors, stairs and the boilers. The lighting system is generally 2x2 and 2x4 recessed fluorescent in most rooms and surface/suspended wrap around fluorescent in corridors. Energy efficient lamps and electronic ballasts were installed by utilizing a utility company energy conservation program and additional lighting and occupancy sensors were installed in all classrooms as part of a energy

conservation program funded by the City through a state Chapter 25 energy management contract with Noresco. Electrical receptacles are generally standard duplex type, in fair or good condition. Plumbing is original in the older portion of the building and new in the addition. The security system consists of keypads at specific doors, motion detectors in the corridors and high value rooms, exterior doors with monitor switches, and the system notifies UL Central Station. There are electronic entry devices at the two main entry doors which are activated by fob devices for staff. There is a video/audio entry system at the main door for visitors. Classrooms and offices have battery operated clocks, bell tones, and a speaker unit with private switch. Corridors have ceiling speakers, and there is intercom and telephone in offices. The auditorium and gymnasium have independent speaker systems. Information technology systems include data in the classrooms and office areas, wireless access in the library and administrative office.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 13

Description of repairs, if applicable, in the last three years. Include year of repair:

There have a total of six minor repairs in the past three years; two repairs or tune-up type service in each of the three years. The boiler is in good condition but, at 13 years old, does require more attention to keep it operating in optimal condition.

Boiler Section 2

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 65

Description of repairs, if applicable, in the last three years. Include year of repair:

This boiler is original to the building built in 1954 and is used as an emergency backup boiler. There has been one repair in the last three years for wiring and operational issues which was completed in 2016. This boiler is not reliable enough to heat the building in a back up situation.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES

Year of Last Major Repair or Replacement: 2006

Description of Last Major Repair or Replacement:

There were some upgrades during the renovation/addition. A new boiler was installed in 2006. Steam trap replacements were made as part of the NORESKO energy management services conservation contract in 2010.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? Yes, as part of the 2002 Renovation and Addition

Year of Last Major Repair or Replacement: 2002

Description of Last Major Repair or Replacement:

New electrical panels and distribution system was installed as part of the 2002 renovation/addition.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior partitions in the corridors are glazed CMU with painted plaster walls above the CMU. Rooms have painted plaster wall and occasional painted brick; with 1x1 ACT on the ceilings. The auditorium floor is painted concrete in good condition with carpet at the aisles. The auditorium walls are plaster with wood paneling wainscot. There are 1x1 ACT on the ceiling. There is a front entry security speaker/buzzer system. Floors are terrazzo, concrete, VCT, VAT, wood, ceramic tile and carpet in good condition. Ceilings are painted plaster, 1x1 ACT, 2x4 ACT and 2x2 ACT in good condition. Doors are solid wood core with metal frames with accessible hardware. Built-in furnishings are minimal in the new addition, but there are some in areas original to the building, made of wood, metal, laminate and ceramic tile, in good condition. Lockers are metal, double tier, 15"x 60" and are in good condition. Typical window treatments are rolling shades. Toilet rooms are glazed CMU, ceramic tile or epoxy floors; ACT or coffered concrete structure ceilings, and metal partitions, in good condition. Stairs are painted concrete with steel nosing; wood/metal hand and guardrails; and some painted metal pipe hand and guardrails in good condition and code compliant at the time of installation. The elevator was installed as part of the renovation/addition in 2002 and is in good condition. The gymnasium has a wooden athletic floor and backstops, painted CMU walls and 1x1 ACT ceiling. The auditorium has a sealed concrete sloped floor. It also has painted plaster wall with wood panel wainscot and 1x1 ACT ceiling. There is a wood platform that functions as a stage which has painted brick walls, fabric curtains and a lift to provide accessibility. The kitchen is a warming kitchen adjacent to the cafeteria space which was adapted from a full-size classroom on the lower level.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current grade structure and programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The grade structure at Memorial-Spaulding Elementary School is Kindergarten through Grade 5. The Newton Public Schools has articulated specific instructional time allotments for elementary core subjects, which include reading, writing, mathematics, science, social studies and social curriculum. Specialist programs both enhance the core program and provide contractual preparation time for classroom teachers. There are no facility constraints to offering these programs at this time. These programs and time allotments per week are as follows:

- Reading - 300-450 minutes
- Writing - 120-200 minutes
- Mathematics - 225-300 minutes
- Science/Tech Engineering - 90-120 minutes
- Social Studies - 45-120 minutes
- Social Curriculum - 30 minutes
- Art – 45 minutes (K); 50 minutes (Gr.1-4); 60 minutes (Gr.5)
- Music – 30 minutes (K-2, Gr.4-5); 45 minutes including Recorder (Gr. 3) Chorus – 45 minutes (Gr. 4), 60 minutes (Gr.5)
- Physical Education, Health and Wellness - 60 minutes
- Instructional Tech/Library – 30 minutes (K-5)

Utilization of additional space by a psychologist, and rooms for specialists, nurse, administrative offices

EDUCATIONAL SPACES: Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

Memorial-Spaulding Elementary School has Core academic spaces available that are utilized as follows: 22 general core classrooms, 1 Reading Program/Literacy room, 3 Learning Center/English Language Learning/Small Group Instruction rooms, 1 Art room, 1 Music room, and 1 former classroom repurposed as a cafeteria/lunch room.

General Core Classrooms: 22 at an average of 850 nsf

Other Core rooms:

1@ 900 nsf Art room

1@ 900 nsf Music room

In addition there are::

1@ 2,280 nsf Gymnasium with a wood athletic floor and backstops

1@ 3,500 nsf Auditorium which includes a stage that is accessible

1@ 1,200 nsf former classroom used as a Cafeteria

MEMORIAL-SPAULDING ELEMENTARY SCHOOL	# OF CLASSROOMS			
	Full Size CR	Small Size CR	Modular CR	Total
<u>Core Instructional Space</u>				
CORE ACADEMIC SPACES				26
General Classrooms	22			
Reading Program/Literacy	1			
Learning Center, ELL, Small Group Instruction		3		
STUDENT SERVICES				2
Districtwide Special Education				
Small Group Instruction, OT/PT, S&L, Inclusion		2		
ART, MUSIC				2
Art Classroom	1			
Music Classroom	1			
TOTAL INSTRUCTIONAL SPACES				30
CURRENT UTILIZATION				
2018-19 Enrollment			464	
2018-19 Core Classes			22	
# of Core Classrooms Available			23	
Percentage Classroom Utilization			96%	

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Memorial-Spaulding Elementary School is currently enrolled at 464 students. Five-year enrollment projections are stable with a enrollment projected to slightly decrease to 439 students in 2023-24. Some core spaces are smaller than preferred such as the cafeteria. Using a classroom utilization method for Memorial-Spaulding, Newton considers the school to be at capacity for the next five years.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Regular maintenance and preventative maintenance programs are funded annually by the district in accordance with the City of Newton's Charter Maintenance Ordinance with a funding requirement of up to 2% of the prior fiscal year budget. The schools have followed and exceeded this requirement in order to maintain its aging building stock. In addition, capital repairs are undertaken in conjunction with funding from the City of Newton's Capital Improvement Program (CIP) with financing from bonding and/or the use of free cash for one-time expenses. No capital repair projects at the Memorial-Spaulding Elementary School have required override or debt exclusion votes.

Preventative maintenance (PM) and regular repair and maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures.

The district's PM program includes: 1) Asbestos inspection every 3 years, 2) Boiler cleaning annually, 3) Elevator inspections, 4) Emergency generator inspections monthly, 5) Fire suppression testing annually, 6) Replacing carpet with vinyl tile, 7) HVAC maintenance including duct cleaning, 8) Infrared roof inspection, 9) Steam trap replacement, 10) Unit vent filter changes 3x/year

The district's Summer Projects program customizes repairs and improvements to each building, including items as painting, flooring, bathroom upgrades and space re-organization to meet enrollment/programmatic demands.

The City's Capital Improvement Program funds larger construction or repair projects from a plan formulated jointly with the Public Buildings Department and include includes the following types of projects district-wide: 1) Construction/additions/renovations, 2) Accessibility improvements, 3) Communication system upgrades, 4) Large-scale masonry repairs/waterproofing, 5) Generators, 6) HVAC system, including replacement of boilers, roof top units, univents Energy efficient lighting installation
Roof/gutter replacements, and 7) Building-wide window/door replacements

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

Roof

The Built-Up roofing system is over 30 years of age in and represents over 85% of the total roofing area of the building and has experienced numerous leaks over the past years. Repairs have been made, as required to ensure a safe and secure building, but a replacement will be required to permanently stop the leaks. These occasional leaks, that tend to increase during the winter months, disrupt classroom teaching and learning. The number of reported leaks has increased by more than 33% over the past two years as compared to the previous 8 years.

Boiler (1954)

There are two hot water boilers at the Memorial-Spaulding School, one is original to the building when the school was built in 1954 and the other one was installed in 2006. Both boilers are at a point where they require constant attention and repairs to keep them running. While the 2006 boiler has not many failures, should this boiler be down for an extended period of time, the 1954 boiler is not reliable enough to heat the building. The current condition of the 1954 boiler creates a less than ideal learning environment for our students should it fail while being used as an emergency backup boiler to the 2006 boiler. Not only would the replacement of the 1954 boiler stabilize our heating plant, it would also greatly improve the energy efficiency in one our least energy efficient and largest elementary school buildings.

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

Roof

Repairs have been made as required over the past 10 years to temporarily stop the leaks until such time the roof is replaced. The number of reported leaks has increased by more than 33% over the past two years as compared to the previous 8 years. Inspections have been made over the years to ensure that we identify any potential roofing issues that could cause a major disruption to classroom teaching and learning.

Boiler (1954)

Based on current best practices and Newton's educational mission, educational and building standards that address the reduction of energy consumption have been established as part of the facilities operations plan. Newton Public Schools has hired an HVAC specialist who has initiated a preventative maintenance program for the district's heating equipment. This preventative maintenance has helped the HVAC system to continue to operate, albeit with the need for very frequent maintenance to keep the 1954 boiler operating despite its age of 65 years. In addition, the district has clear policies and procedures for reducing energy use throughout the day and evening: "Heat is not turned on within school buildings until October 15 of each year. During the school day thermostats are kept at the lowest required temperatures. Staff are encouraged to arrange classroom furnishing to maximize distribution of heat. The Superintendent periodically sends out reminders regarding these energy conservation policies."

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Roof

Despite monitoring of roof condition, the roof is at a high risk of failure is high due to its current age of 32 years. The leaks significantly disrupt classroom teaching and learning. There is a particular high risk of failure during the winter months as evidenced by a review of the recent history of roof leaks during the winter months. In case of a major failure, particularly from snow load or catastrophic deterioration/major leak of the roofing system itself, the school would face closure if an extended repair were necessary resulting in a significant loss of instructional time. The City of Newton's roofing service contractor (used by the district), Aqua Barriers has been making repairs for the past 10 years to the Built-Up Roofing System. This roof section is over 30 years of age and has surpassed its useful life of between 20-25 years. Given its age, the roof could suffer a catastrophic deterioration/major leak that could disrupt classroom teaching and learning.

Boiler (1954)

Temperatures and air quality affect student and staff comfort levels. Despite repairs and energy conservation improvements, heat continues to be uneven; some rooms are too hot; others are too cold. Ventilation is below standard and lacking in some spaces. The risk of a catastrophic boiler failure of the only fully functional boiler. Not only would the replacement of the 1954 boiler stabilize our heating plant, it would also greatly improve the energy efficiency in one of our least energy efficient and largest elementary school buildings. On extremely cold days, there is sometimes a need for a second boiler to run to bring the building up to temperature and provide more even heat that will affect student and staff comfort levels.

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

Roof

By replacing the roof with a new roofing system, the district will avoid any impact to classroom teaching and learning as well as any additional damage to the interior of the building, i.e., ceiling, walls, flooring as well as furniture, fixtures and equipment. A new roof will provide a leak free environment for between 20-25 years, the useful life of a new roofing system.

Boiler (1954)

A new boiler, would be phase one of a larger modernization of the heating plant and distribution system to current ASHRAE standards and would be a major component in extending the useful life of the building. Appropriate energy efficient controls methodologies coupled with more efficient boilers and pumps allow for better heat distribution, enhanced occupant comfort, and reduced energy loads. Similarly, required air exchange through exhaust fans, heat wheel return of conditioned air, and greater monitoring capabilities aid in extending the useful life. There is an opportunity cost in this scenario whereby other facility systems must compete for dollars. Heating system emergencies take a high priority

over other maintenance concerns. A new boiler will permit a heating system upgrade will reduce the operating cost and allow those dollars to be spent on preventative maintenance and other types of facility improvements.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional? YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Josh Morse, Public Buildings Commissioner, his staff and Newton Public Schools Staff have all recommended that the roof be replaced due to continuing leaks and its advanced age of 32 years. Mr. Morse, his staff and Newton Public Schools staff have all recommended that the 1954 boiler be replaced due to its unreliability and advanced age of 65 years.

A summary of the findings (maximum of 5000 characters):

Roof

Various professional staff within the Public Buildings Department, responsible to oversee building maintenance in all city and school facilities as well as professional staff within the School Department, have advised in 2018 that the built-up roofing section of building should be replaced due to its current condition, age of over 30 years and potential catastrophic deterioration/major leak of the roofing system itself. This replacement will prevent a major failure of the buildings infrastructure, particularly from an excessive snow load or catastrophic deterioration/major leak of the roofing system itself. The school would face an extended closure if a major repair were necessary resulting in a significant loss of instructional time. The number of reported leaks has increased by more than 33% over the past two years as compared to the previous 8 years.

Boiler (1954)

Various professional staff within the Public Buildings Department, responsible to oversee building maintenance in all city and school facilities as well as professional staff within the School Department, have advised in 2018 that the 65 year old boiler in the building should be replaced due to its current condition and age. Despite repairs it is far beyond its useful life and creates a catastrophic risk should a boiler failure occur in the 2006 boiler, the only fully functional boiler, making the heating of the entire building to be carried by this old, unreliable boiler. Replacement of the 1954 boiler would stabilize our heating plant, it would also greatly improve the energy efficiency in one our least energy efficient and largest elementary school buildings.

Underwood Elementary School **Final Draft**

MSBA Statement of Interest 2019 - Accelerated Repair Program

Potential Project Scope: Accelerated Repair Program - Roof

Is this SOI the District Priority SOI? No

School name of the District Priority SOI: Cabot

Is this part of a larger facilities plan? No

If "YES", please provide the following: Facilities Plan Date:

Planning Firm:

Please provide a brief summary of the plan including its goals and how the school facility that is the subject of this SOI fits into that plan: N/A

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 22.3 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: The district wide average elementary class size has been 22 students per class in the past three decades.

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

Newton has developed Education Plans in conjunction with the Angier and Cabot school building projects (DiNisco Design) that document Newton's educational plan for modern school buildings that support standards for teaching and learning in the 21st century. Standards promote the education, health and well-being of all students; highly effective teaching environments, efficient operations, and anticipate future programmatic change while maintaining standards of performance and reliability.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? No

If "YES", how many staff positions were affected? At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.). N/A

Has the district had any recent staff layoffs or reductions? No

If "YES", how many staff positions were affected?

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. N/A

Please provide a description of the local budget approval process for a potential capital project with the MSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

The FY19 School Committee Approved Budget is \$227,560,263, and includes an \$8.4 million increase, 3.8% over the FY18 budget of \$219, 436,486. The budget process began in November 2017 with the approval by the School Committee of the FY19 Budget Guidelines. As suggested by the budget guidelines, the budget process involves a comprehensive review by district and school administrators of existing and proposed school functions, planning for adjusted costs and future changes or new educational initiatives. The budget process culminates in a public presentation by the Superintendent, public meetings for review specific areas of the budget, public hearings, a school committee straw vote and a final vote of approval. Following the Newton Public Schools' process, the budget is presented to the City Council, reviewed and voted by that body in conjunction with the approval of Newton's operating and capital annual budgets. The FY19 budget continues to support Newton Public Schools core mission to meet the diverse educational, social and emotional needs of all students while narrowing the achievement gap, promoting critical thinking skills, providing mental health supports, and sustaining teacher professional development and collaboration. FY19 budget also maintains the ongoing maintenance of buildings and expands in-district special education facilities.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

Underwood School was built in 1924, and is the City's oldest school building. The school is 43,300 gsf, and has three floors. In 1979, an addition/renovation added 2,300 sf and included an entryway, elevator, and small tutorial rooms. Underwood's library was created during this project as a renovation and contains 1,191 nsf.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

The original 1924 building square footage is 43,300 gsf . In 1978 a 2,300 sf addition added an elevator, entryway and small tutorial rooms.

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are

any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

Underwood Elementary School was built in 1924. The three story building is 43,300 gsf and is located on a 1.01 acre site. There are no other buildings that share the current site with this school facility. The site is border by Eldredge Street, Baldwin Street and City-owned 3.76 acre Farlow Park. There is a bituminous concrete parking lot adjacent to the school's main entrance. Sidewalks are concrete at the front door and the stairs leading in are granite. There is a concrete walk by the parking area and a walk at the rear of the building. The school utilizes the play area and fields in adjacent Farlow Park where there is a 5-12 play structure of timber with steel swings. There is a garden area at the side of the school. There is a concrete paved play area behind the building and a basketball area with benches. There is a wood picnic table at a garden area and granite benches at the entrance. There is chain link fencing is at the perimeter, play area, and garden.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

101 Vernon Street
Newton, MA 02458

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

Underwood has an 18,020 s.f. flat built up roof which was installed in 1993. Although the metal roof edge is in good condition, there has been increasing reports of leaking. Exterior walls are load bearing masonry with concrete sills and stone detailing at the entries, all original and in good condition. Windows were all replaced in 2001 and are aluminum with thermal break and thermal glazing, both fixed and single-hung. Doors are aluminum with pebble fiberglass panels and metal. Newer doors are in good condition, original doors are in fair condition. Some door hardware is not accessible. Exterior steps and stoops are concrete in fair condition.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? Yes

Year of Last Major Repair or Replacement: 2006

Description of Last Major Repair or Replacement:

Masonry repointing at the front of the building.

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 15,720 sf

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Hot Applied BUR (built up roof)

Age of Section (number of years since the Roof was installed or replaced) 26

Description of repairs, if applicable, in the last three years. Include year of repair:

There have been 26 leaks in Roof Section A in last three years as noted in the maintenance database kept by the Public Buildings and Facilities departments. The gymnasium has sustained the greatest number of

leaks in Roof Section A, 11 leaks out of 26. The remaining 15 leaks were spread throughout the building in classroom, lavatories, offices and corridors. All leaks were patched as they occurred in 2016, 2017 and 2018.

Roof Section B

Is the District seeking replacement of the Roof Section? No

Area of Section (square feet) 2,300 sf

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)) EPDM

Age of Section (number of years since the Roof was installed or replaced) 2

Description of repairs, if applicable, in the last three years. Include year of repair:

Replacement of small EPDM section over the tutorial room wing in 2016

Window Section A

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 404 operable & 27 fixed = 431 total count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 28

Description of repairs, if applicable, in the last three years. Include year of repair:

Many of the window system's balances and springs due to the poor condition making them hard to open. Many of these windows have been refurbished funded by the district's annual operating budget in 2016, 2017, 2018.

Window Section B

Is the District seeking replacement of the Windows Section? No

Windows in Section (count) 32 operable

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 28

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The HVAC is steam by natural gas, with classroom unit ventilators . The is A/C in the main administrative office. The distribution system is 83 years old, original, and in poor condition. Both the 2008 and 2002 boilers have new burners. Classroom exhausts run 24/7 although some require repair. The heating system is fair overall. Most of the plumbing is original, in fair to poor condition but most fixtures are accessible. There is no fire sprinkler protection but the building is fully covered by a fire alarm system. Electrical service is 400A, 3 phase, 4 wire, 120/208V, in fair to poor condition. The distribution system consists of circuit breaker panelboards with conduit and wire feeders, in fair to poor condition. There is a 50 year old 15kW indoor generator in the boiler room that serves corridor and stair lighting, and boilers.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other) Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 16

Description of repairs, if applicable, in the last three years. Include year of repair:

Routine PM and repairs have been made as required since the installation of the new boilers

Boiler Section 2

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 10

Description of repairs, if applicable, in the last three years. Include year of repair:

Routine PM and minor repairs have been made as required since the installation of the new boilers.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES

Year of Last Major Repair or Replacement: 2009

Description of Last Major Repair or Replacement:

A new boiler was installed in 2003 and a second new boiler in 2009. Steam trap improvements as part of the NORESKO energy management services conservation contract in 2010.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? Yes

Year of Last Major Repair or Replacement: 1978

Description of Last Major Repair or Replacement:

As part of the 1978 renovation and addition, electrical panels and a portion of the distribution were upgraded as required for the new addition.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior partitions are glazed CMU with painted plaster above in the corridors, and painted plaster for other walls. Basement partitions are painted CMU. Floors are VCT and carpet. Ceilings are 2x4 ACT, 2x2 ACT, and painted plaster. Doors are solid wood core with wire glass in metal frames. Corridor doors are painted metal and frames with wire glass, all original in good condition. A large portion of the door hardware is not accessible. Interior built-in furnishings are wood, metal, and laminate. Painted wooden cubbies serve as lockers. Window treatments are roll down shades. Adult bathrooms are CMU, ceramic tile at the walls and floors. Student bathrooms have ceramic floor tile, ceramic wall tile, epoxy poured floors, and metal partitions. Several toilet rooms do not have the required floor space for accessibility. Stairs are concrete with metal pan construction with VCT, rubber treads on landings, with wood/metal guardrails and handrails. Painted metal pipe is located at newer stairs. The main entry stair is 12' wide. The elevator was installed in 1979, which met code at the time of the installation, and does not meet current accessibility requirements. The gymnasium has a wood athletic floor and backstops with painted brick walls and plaster above. It is original to the building and is in fair condition. The kitchen is for warming only. The library is configured on multiple floors and has several inaccessible areas. The fire alarm system is multi-zone, not ADA compliant. Smoke detectors and door

holders are located in the library, gym, and multipurpose room and corridors. There is an exterior master box. The telephone system has multiple outside lines, but no dial phones are in classrooms. The lighting system is generally 2x4 recessed, with surface/suspended wrap around fluorescents. New energy efficient lamps and electronic ballasts have been provided by the utility company. Receptacles are generally standard duplex type, 50 years old and newer. The security system consists of a keypad at the custodian's door, motion detectors in corridors and some high value rooms, monitor switches on exterior doors, and it notifies UL Central Station. There is a push button at the rear and front entrance, and a bell in administration. There are electronic entry devices at the two main entry doors which are activated by fob devices for staff. There is a video/audio entry system at the main door for visitors. The sound/intercom system is in classrooms and offices, but there are no ceiling speakers in corridors and announcements are not heard throughout. Classrooms and offices have battery operated clocks. Data is located in classrooms and office areas.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current grade structure and programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The grade structure at Underwood Elementary School is Kindergarten through Grade 5. The Newton Public Schools has articulated specific instructional time allotments for elementary core subjects, which include reading, writing, mathematics, science, social studies and social curriculum. Specialist programs both enhance the core program and provide contractual preparation time for classroom teachers. There are no facility constraints to offering these programs at this time. These programs and time allotments per week are as follows:

- Reading - 300-450 minutes
- Writing - 120-200 minutes
- Mathematics - 225-300 minutes
- Science/Tech Engineering - 90-120 minutes
- Social Studies - 45-120 minutes
- Social Curriculum - 30 minutes
- Art – 45 minutes (K); 50 minutes (Gr.1-4); 60 minutes (Gr.5)
- Music – 30 minutes (K-2, Gr.4-5); 45 minutes including Recorder (Gr. 3) Chorus – 45 minutes (Gr. 4), 60 minutes (Gr.5)
- Physical Education, Health and Wellness - 60 minutes
- Instructional Tech/Library – 30 minutes (K-5)

Additional space is utilized rooms for administrative offices, a psychologist, and specialists, a nurse and tutorial space.

EDUCATIONAL SPACES: Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

Underwood Elementary School has Core academic spaces available that are utilized as follows: 14 general core classrooms, 1 learning center room, 1 English language learning room, 1 small group

instruction room, 1 student services room for small group, OT/PT, speech and language and inclusion, 1 Art room, 1 Music room, and 1 former classroom repurposed as a multipurpose room/cafeteria.

General Core Classrooms: 14 at an average of 751 nsf

Other Core rooms:

1@ 726 nsf Art room

1@ 704 nsf Music room

In addition there are::

1@ 3,850 nsf Gymnasium with a wood athletic floor and backstops

1@ 1,540 nsf former classroom used as a Multipurpose room/cafeteria

Underwood School has a library space that is configured on multiple levels with a lower level footprint of approximately 1,200 nsf and total space of approximately 3,000 nsf including upper level platforms.

UNDERWOOD ELEMENTARY SCHOOL		# OF CLASSROOMS		
<u>Core Instructional Space</u>	Full Size CR	Small Size CR	Modular CR	Total
CORE ACADEMIC SPACES				19
General Classrooms	14			
Reading Program/Literacy				
Learning Center, ELL, Small Group Instruction	3	2		
STUDENT SERVICES				5
Districtwide Special Education		3		
Small Group Instruction, OT/PT, S&L, Inclusion	1	1		
ART, MUSIC				2
Art Classroom	1			
Music Classroom	1			
TOTAL INSTRUCTIONAL SPACES				26
CURRENT UTILIZATION				
2017-18 Enrollment			284	
2017-18 Core Classes			14	
# of Core Classrooms Available			15	
Percentage Classroom Utilization			93%	

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Memorial-Spaulding Elementary School is currently enrolled at 464 students. Five-year enrollment projections are stable with an enrollment projected to slightly decrease to 439 students in 2023-24.. Some

core spaces are smaller than preferred such as the cafeteria. Using a classroom utilization method for Memorial-Spaulling, Newton considers the school to be at capacity for the next five years.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Regular maintenance and preventative maintenance programs are funded annually by the district in accordance with the City of Newton's Charter Maintenance Ordinance with a funding requirement of up to 2% of the prior fiscal year budget. The schools have followed and exceeded this requirement in order to maintain its aging building stock. In addition, capital repairs are undertaken in conjunction with funding from the City of Newton's Capital Improvement Program (CIP) with financing from bonding and/or the use of free cash for one-time expenses. No capital repair projects at the Underwood Elementary School have required override or debt exclusion votes.

Preventative maintenance (PM) and regular repair and maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures.

The district's PM program includes: 1) Asbestos update inspection every 6 months and a full re-inspection every 3 years, 2) Boiler cleaning annually, 3) Elevator inspections, 4) Emergency generator inspections monthly, 5) Fire suppression testing annually, 6) Replacing carpet with vinyl tile, 7) HVAC maintenance including duct cleaning, 8) Infrared roof inspection, 9) Steam trap replacement, 10) Unit vent filter changes 3x/year.

The district's Summer Projects program customizes repairs and improvements to each building, including items as painting, flooring, bathroom upgrades and space re-organization to meet enrollment/programmatic demands.

The City's Capital Improvement Program funds larger construction or repair projects from a plan formulated jointly with the Public Buildings Department and include includes the following types of projects district-wide: 1) Construction/additions/renovations, 2) Accessibility improvements, 3) Communication system upgrades, 4) Large-scale masonry repairs/waterproofing, 5) Generators, 6) HVAC system, including replacement of boilers, roof top units, univents, 7) Energy efficient lighting installation, 8) Roof/gutter replacements, and 9) Building-wide window/door replacements.

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

A 2,300 sf section of the building's roof (Roof Section B), which had been plagued with leaks in various areas, has been replaced. Roof Section A has also been plagued with leaks and has had 26 leaks in the past three years, all requiring patching. There have been over 100 patches in this section over the years.

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

Roof Section A is currently experiencing numerous leaks and is scheduled to be replaced within the next 1-2 years. The City of Newton's roofing service contractor (used by the district), Aqua Barriers has been making numerous repairs for the past 3-4 years. This roof, installed in 1993, has over 100 patches from various leaks over the years.

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Despite monitoring of roof conditions, the roof in Section A has reached its useful life and is at a high risk of failure is high. The occasional leaks disrupt classroom teaching and learning. There is a particularly high risk of failure during the winter months as evidenced by a review of the recent history of roof leaks during the winter months. In case of a major failure, from a variety of weather related threats, the school would face closure if an extended repair were necessary resulting in a significant loss of instructional time.

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

The roof in Section A, which has reached its useful life, is scheduled for replacement in the upcoming 1-2 years. This replacement will give the district potentially 20-25 years of a leak free learning environment. The funds previously allocated to make required repairs to the leaks will be able to be reallocated for other school maintenance issues.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional? YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Josh Morse, Public Buildings Commissioner, his staff and Newton Public Schools Staff have all recommended that the roof be replaced due to continuing leaks and its advanced age. The City of Newton's roofing service contractor (used by the district), Aqua Barriers, has been making numerous

repairs for the past 3-4 years. This roof which is 26 years of age and has over 100 patches from various leaks over the years.

A summary of the findings (maximum of 5000 characters):

Aqua Barriers and various professional staff within the Public Buildings Department and the Newton Public Schools have advised in 2018 that the 1993 roof in this section of building have reached its useful life should be replaced due to its current condition and age. There is a high risk of failure during the winter months as evidenced by a review of the recent history of roof leaks during the winter months. In case of a major failure the school would face closure if an extended repair were necessary resulting in a significant loss of instructional time.



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RUTHANNE FULLER
MAYOR

December 31, 2018
RECEIVED
Newton City Clerk
2018 DEC 31 PM 3:12
Shirley A. O'Brien, Clerk
Newton, MA 02459

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$1,300,000 from June 30, 2018 Certified Free Cash to fund the continuation of Feasibility Study/Schematic Design and Site Plan Approval for the Lincoln Eliot/Newton Early Childhood Program.

Specific uses of these funds are detailed in the attached letter from Joshua Morse, Commissioner of Public Buildings.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

1/3/2019

The Public Buildings Department requests funds needed for the Feasibility Study/Schematic Design and Site Plan Approval for the LE/NECP project in the amount of \$1,300,000.

	BO #283-18	Funds Requested	
OPM	80,000.00	170,850.00	*
Designer	100,000.00	877,200.00	**
Other	-	58,000.00	
Site/Environmental	20,000.00	193,950.00	***
		<hr/>	
Current Request	200,000.00	1,300,000.00	

* OMP fees: LE 102,510.00

NECP 68,340.00

** Designer fees: LE 473,500.00

NECP 403,700.00

*** Consultants: Include surveys, geotech, hazmat testing, traffic, testing



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

RECEIVED
Newton City Clerk
2018 DEC 31 PM 3:12
December 31, 2018
RUTHANNE FULLER, MAYOR
NEWTON, MA 02459

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to accept and expend the sum of \$100,000 from State Fiscal Year 2019 Legislative Earmark Funds to be used to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

Jonathan Yeo

From: Jayne Colino
Sent: Thursday, October 4, 2018 5:09 PM
To: Jonathan Yeo; Maureen Lemieux; Joshua R. Morse
Subject: Fwd: SFY19 EARMARK CONTRACT
Attachments: Newton Contract.doc; Newton Prog & Budget.doc

This is the paperwork for earmark from Senator Creek for NewCAL. Please let me know how you want to proceed and what I can do to be helpful. Thanks.

Jayne Colino
Director, Newton Department of Senior Services

RECEIVED
Newton City Clerk
2019 JAN -2 PM 4:36
DAVID A. CHART, CMC
Newton, MA 02459

From: O'Connell, Stacey (EHS) <stacey.o'connell@state.ma.us>
Sent: Tuesday, October 2, 2018 4:58:52 PM
To: Jayne Colino
Cc: Malone, Carole (EHS); Coyle, Siobhan (ELD); Vianello, Alessandro (ELD); Conneely, Peggy (EHS); Zhang, Jini (ELD); Schmarsow, Emmett (EHS)
Subject: SFY19 EARMARK CONTRACT

Good afternoon Ms. Colino,

As you may know, you are a recipient of State Fiscal Year 2019 Legislative Earmark Funds for your city or town. Included on this note please find your contractual documents and guidance for the contract execution.

A scope of services detailing the use of funding (as noted in the earmark language of the SFY19 Budget), along with a budget and budget narrative/justification (supporting the budget) must be returned with the signed signature pages to the contract. The narrative/justification is to explain how the budget costs were determined. Kindly mail 2 (two) original copies of the above listed documents (contract signature page, program cover page, budget page & budget narrative) to my contact information listed below.

Please also note, once ELD receives the executed contract, a separate email will be issued providing you billing instructions along with your individual invoice worksheet. In order to be reimbursed under this contract, an authorized invoice form attached with the backup documentation supporting the costs incurred is required.

Kindly ensure executed contracts are placed in the mail no later than Tuesday, October 23rd. Please let me know if you are unable to meet this deadline.

If you should have any questions or concerns, feel free to contact me directly.

Stacey Anne O'Connell
Executive Office of Elder Affairs
1 Ashburton Place, Rm. 517
Boston, MA 02108

(P) 617-222-7419
(F) 617-727-9368

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM #34



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <https://www.macomptroller.org/> under Forms.

CONTRACTOR LEGAL NAME: City of Newton (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 1000 Commonwealth Ave, Newton, MA 02459		Business Mailing Address: Room 517, 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Jayne Colino		Billing Address (if different):	
E-Mail: jcolino@newtonma.gov		Contract Manager: Stacey Anne O'Connell	
Phone: 617-796-1671	Fax:	E-Mail: Stacey.O'Connell@state.ma.us	
Contractor Vendor Code: VC6000192120		Phone: 617-222-7419	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): SFY2019EARMARKNEWTON	
		RFR/Procurement or Other ID Number: Legislative Exempt	
<p align="center"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center">___ CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 __.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 100,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: SFY19 Earmark funding is awarded to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center. All approved obligations incurred prior to the effective date of this agreement (for which payment obligations have been triggered) and are intended to be part of this agreement, are to be funded from the total amount awarded under this agreement			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> .			
___ 2. may be incurred as of ____, 20 __, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> .			
<input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2018</u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Alessandro Vianello</u>	
Print Title: _____		Print Title: <u>Chief Financial Officer</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#35-19 Telephone
(617) 796-1100
Telefax
(617) 796-1113
TDD
(617) 796-1089
E-mail
rfuller@newtonma.gov

January 4, 2019

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Councilors:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$40,000 from Account #0110498-5197 Current Year Wage Reserve to the following accounts. The City recently reached a one year agreement with the Foremen's Union, covering FY2019. A copy of the Memorandum of Agreement is attached.

Account #	Department	Amount
0111501-511001	Public Buildings	\$ 5,000
0140101-511001	Public Works	\$25,000
0160201-511001	Parks & Recreation	\$10,000

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2019 JAN -4 AM 11:15
DARIL A. OLSON, CHIEF
NEWTON, MA 02459

CITY OF NEWTON

DOCKET REQUEST FORM

DEADLINE NOTICE: Council Rules require items to be docketed with the Clerk of the Council NO LATER THAN 7:45 P.M. ON THE MONDAY PRIOR TO A FULL COUNCIL MEETING.

To: Clerk of the City Council Date: 12/14/18

From (Docketer): Councilors Laredo and Gentiles

Address: _____

Phone: _____ E-mail: _____

Additional sponsors: _____

1. Please docket the following item (it will be edited for length if necessary):

Re-appointing David Spector 34 Lombard Street, Newton as a member of the FINANCIAL AUDIT ADVISORY COMMITTEE for a term to expire on February 1, 2022.

RECEIVED
2018 DEC 14 AM 8:18
CITY OF NEWTON
CLERK OF THE CITY COUNCIL

2. The purpose and intended outcome of this item is:

- | | |
|----------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Fact-finding & discussion | <input type="checkbox"/> Ordinance change |
| <input type="checkbox"/> Appropriation, transfer, | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Expenditure, or bond authorization | <input type="checkbox"/> License or renewal |
| <input type="checkbox"/> Special permit, site plan approval, | <input checked="" type="checkbox"/> Appointment confirmation |
| <input type="checkbox"/> Zone change (public hearing required) | <input type="checkbox"/> Other: _____ |

3. I recommend that this item be assigned to the following committees:

- | | | |
|----------------------------------------------|---------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Programs & Services | <input checked="" type="checkbox"/> Finance | <input type="checkbox"/> Real Property |
| <input type="checkbox"/> Zoning & Planning | <input type="checkbox"/> Public Safety | <input type="checkbox"/> Special Committee |
| <input type="checkbox"/> Public Facilities | <input type="checkbox"/> Land Use | <input type="checkbox"/> No Opinion |

4. This item should be taken up in committee:

Immediately (Emergency only, please). Please state nature of emergency:

- As soon as possible, preferably within a month
- In due course, at discretion of Committee Chair
- When certain materials are made available, as noted in 7 & 8 on reverse
- Following public hearing

PLEASE FILL OUT BOTH SIDES

Shawna Sullivan

From: Marc C. Laredo
Sent: Friday, December 14, 2018 7:36 AM
To: Lenny
Cc: Shawna Sullivan
Subject: Re:

Yes. Please go ahead as co-docketers

Get [Outlook for iOS](#)

From: Lenny <lennypmgi@aol.com>
Sent: Friday, December 14, 2018 7:25 AM
To: Marc C. Laredo
Cc: Shawna Sullivan
Subject:

Marc,
David Spector has been a very productive member of the FAAC. He is up for reappointment this January and would like to continue to serve. I would strongly recommend that he be reappointed. Please authorize Shawna docketing his reappointment. I would like to be on the item with you if that is ok.

Please give me a call if you have any questions.

Thanks,
Lenny

Sent from my iPhone

DAVID B. SPECTOR

PROFESSIONAL EXPERIENCE

Santander Bank NA, Boston MA

August 2014 - Present

Executive Vice President, Chief Credit Officer: August 2014 – Present

Responsible for the end to end credit process, including underwriting, portfolio management and monitoring, the approval process, asset recovery, and credit governance, among other duties. \$80 billion portfolio encompassing consumer loans, business banking, middle market, asset based lending, commercial real estate and large corporate. Chair the Executive Credit Committee and serve as one of twelve members of the bank's Executive Management Committee. Manage staff of 450.

Bank of America Corporation (including predecessor FleetBoston), Boston MA March 2001 – May 2014

Senior Risk Management Executive, Consumer Banking Services: April 2013 – May 2014

Top risk executive for a group of business units with \$150 billion in aggregate loans and 30,000 employees. Businesses included Card and Auto finance, call centers, consumer fraud, and digital banking. Managed 125 professionals, including more than fifty Sr. Vice Presidents. Responsible for all risks including credit and operational, the development of underwriting standards for the consumer loan portfolios, and the loss forecasting process. Regular interaction with the global CEO, CFO and CRO through presentations at various executive level credit risk committees.

Senior Risk Management Executive, Retail Banking: October 2011 – April 2013

Top risk executive for Retail Banking, including 5,000 branches, call centers, online and mobile banking, ATM's, consumer fraud, and retail banking strategy, along with the Consumer Operational and Credit Risk testing teams. Primary risk partner to the head of Retail Banking.

Department Head, Global Credit Review: June 2009 – September 2011

Led department responsible for the independent evaluation of credit risk for the bank's \$1 trillion credit portfolio. Unit examines, monitors and rates all loan portfolios, ranging from consumer through international investing banking. Regularly presented findings to the Board of Directors, executive management, regulators, auditors and others. Member of various enterprise committees including the Allowance, Financial Disclosure, and Portfolio Strategy committees. Final decision maker for any risk rating disputes occurring throughout the bank. From June 2009 through mid-2010, reported directly to the global Chief Risk Officer.

Senior Credit Executive, Corporate and Investment Banking, General Industries: January 2008 – May 2009

Credit executive for a \$55 billion loan portfolio comprised of large clients in the eastern U.S., eastern Canada, and Latin America, with minimum exposures of \$25 million. Clients ranged from middle market firms to Fortune 25 multinationals, most with complex financing needs including leveraged transactions. Managed team of credit professionals who served as the primary approvers for all transactions within assigned portfolios.

Senior Credit Executive, Commercial Banking, Northeast Region: June 2006 – January 2008

Credit leader for the Middle Market and Business Banking portfolios covering ten states, eastern Canada, and the major markets of Boston, New York and Philadelphia. Primary risk partner to the regional President, with active client contact.

Senior Credit Executive, Mid-Cap Corporate Banking Group: April 2005 – June 2006

Credit leader for a national portfolio of loans to mid-cap firms in the Environmental, Media, Oil & Gas, Restaurant, Sponsor Finance, Sports, Technology, and Transportation sectors. Leveraged loan focus.

Senior Risk Manager, Mid-Cap Corporate Banking Group: April 2004 – April 2005**Senior Credit Officer, Media, Film and Sports Finance Group, FleetBoston:** March 2001 – April 2004**Gordon Brothers Group, Boston, MA****2000 – 2001****Managing Director:** April 2000 – March 2001

Led the company's finance subsidiary, *GB Retail Funding*, which provided financing to distressed firms. Created business plan, formulated credit policies, hired staff, and structured transactions. Served as a member of Gordon Brothers' Operating Committee.

BankBoston Corporation**1986 – 2000****Regional Senior Credit Officer, Argentina and Chile:** November 1996 – April 2000

Credit Officer based in Buenos Aires, Argentina for a loan portfolio encompassing Corporate, Financial Institutions, and Government Banking in Argentina and Chile, as well as Chile's Consumer and Small Business units. Business conducted mainly in Spanish.

Corporate Banking Officer, BankBoston Brazil (based in Sao Paulo, Brazil): July 1995 – November 1996**Client Manager, New England Middle Market Group, Boston, MA:** 1986 – 1995

Middle market relationship manager focused on loans to a wide variety of companies based in the northeast. Developed credit analysis, loan structuring, negotiating and client management experience over a multi-year period. Wide industry and loan type exposure including asset based lending and commercial real estate, among other types.

EDUCATION/TRAINING**On-going career training****1983-2013**

Course work includes accounting, corporate finance, sales, negotiating, management, compliance and other training. Completed numerous multi-day corporate finance courses taught by top-tier MBA professors. Completed a Bank of America leadership development program at Duke University.

Served as an instructor for full semester evening courses at the New England Banking Institute, as a speaker at local universities, and have taught numerous internal classes at Bank of America, FleetBoston and BankBoston.

Accepted to a full-time master's program at Harvard University in 2004, but turned down the opportunity for career reasons.

#25-19
1983 – 1986

Shawmut Bank Corporate Training Program, Boston MA

Commercial Loan Officer upon completion of a 24 month comprehensive credit and management training program which included graded MBA level courses and diverse rotational assignments.

University of Vermont, Burlington, Vermont. Bachelor of Arts in Economics.

May, 1983

Recipient of the “Class of 1967 Award” granted to the outstanding senior based on leadership and character. Elected Student Body President, senior year.



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#639-18

Telephone
(617) 796-1100

Fax
(617) 796-1113

TDD/TTY
(617) 796-1089

Email
rfuller@newtonma.gov

December 7, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to reappoint Maria Rosen of 41 Aspen Avenue, Newton as a Constable for the City of Newton. Her term of office shall expire on December 6, 2021 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

RECEIVED
NEWTON CITY CLERK
2018 DEC - 7 AM 10:59
DAVID A. OLSON, CLERK
NEWTON, MA 02459

Application Form

Profile

Maria _____ B _____ Rosen _____
First Name Middle Initial Last Name

Email Address

41 Aspen Ave _____
Home Address Suite or Apt

Auburndale _____ MA _____ 02466 _____
City State Postal Code

What Ward do you live in?

Ward 4

Primary Phone Alternate Phone

The Village Bank _____ Receptionist _____
Employer Job Title

Which Boards would you like to apply for?

Constables: Appointed

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am a life-long Newton resident and I enjoy providing a service to the community.

[Resume-Maria_Rosen-Constables.pdf](#)
Upload a Resume

Maria Bianchi Rosen

41 Aspen Avenue Auburndale, MA 02466

[REDACTED]
mariabrosen@gmail.com

Work Experience

Receptionist/Teller The Village Bank, Newton, MA 2013-Present

Greet and assist customers, answer screen and direct phone calls, open and sort mail. Perform Administrative tasks as needed.

Constable for the City of Newton Newton, MA 1995-Present

Provide the service of legal documents; conduct evictions mainly for the Newton Housing Authority.

Administrative Assistant to the Chief of Police/Records Clerk

Watertown Police Department Watertown, MA 2001-2004

Assisted the Chief with various assignments; generated correspondence; answered and screened telephone calls. Assisted the Lieutenant with all aspects of the accreditation process; maintained Uniform Crime Report; briefed cases for training bulletins; updated and filed police reports; generated investigative criminal background checks.

Computer Skills

Extensive knowledge of IBM and Macintosh systems.

Proficient use of Word; Excel; Westlaw, and Lexis.

Education

New England School of Law, Boston, MA Juris Doctor, May 2001

Boston College, Chestnut Hill, MA Bachelor of Arts in Communications, May 1997

Mount Ida College, Newton Centre, MA, Associate of Science in Paralegal Studies, May 1993

Certification

Massachusetts Bar passed November 2, 2001; certification January 22, 2002

Licensed Real Estate Broker, Century 21 certified.

Notary Public for the Commonwealth of Massachusetts.

UTICA MUTUAL INSURANCE COMPANY
NEW HARTFORD, NEW YORK

CONTINUATION CERTIFICATE

UTICA MUTUAL INSURANCE COMPANY (hereinafter called Surety)


hereby continues in force its Bond No. SU2006370 in the sum of Five Thousand and 00/100 Dollars (**\$5,000.00**), on behalf of Maria Bianchi Rosen in favor of City of Newton, MA for the term beginning on the 1st day of May, 2018 and ending on the 1st day of May, 2021 subject to all the covenants and conditions of said bond.

This Continuation Certificate is executed upon the express condition that the Surety's liability under said Bond and this and all continuations thereof shall not be cumulative from year to year.

Signed, sealed and dated this 10th day April, 2018

UTICA MUTUAL INSURANCE COMPANY

By:


Walter Tennant, Attorney-in-Fact

Bond Number SU2006370

UTICA MUTUAL INSURANCE COMPANY

NEW HARTFORD, NEW YORK

EXPIRATION DATE 05/01/2021

POWER OF ATTORNEY

Know all men by these Presents, the UTICA MUTUAL INSURANCE COMPANY, as a New York Corporation, having its principal office in the Town of New Hartford, County of Oneida, State of New York, does hereby make, constitute and appoint **Walter Tennant**

77518 R L Tennant Ins Agency Inc Newton MA

its true and lawful Attorney(s)-in-fact in their separate capacity if more than one is named above to make, execute, sign, seal and delivery for and on its behalf as surety and as its act and deed (without power of redelegation) any and all bonds and undertakings and other writings obligatory in the nature thereof (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) provided the amount of no one bond or undertaking exceeds Five Thousand and 00/100----- Dollars (\$ 5,000.00).

The execution of such bonds and undertakings shall be as binding upon said UTICA MUTUAL INSURANCE COMPANY as fully and to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers and its Home Office in New Hartford, New York.

This Power of Attorney is granted under and by authority of the following resolution adopted by the Directors of the UTICA MUTUAL INSURANCE COMPANY on the 27th day of November, 1961.

"Resolved, that the President or any Vice-President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly acknowledged by the regularly elected Officers of the Company in their own proper persons.

"Now therefore, the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney by a facsimile, and any such Power of Attorney bearing such facsimile signatures or seal shall be valid and binding upon the Company."

In Witness Whereof, the UTICA MUTUAL INSURANCE COMPANY has caused these presents to be signed by its Authorized Officers, this 24th day of February, 2016.

Louisa S. Ruffine
Secretary



UTICA MUTUAL INSURANCE COMPANY

Richard P. Creedon
President

STATE OF NEW YORK }
COUNTY OF ONEIDA } ss:

On this 24th day of February, 2016, before me, a Notary Public in and for the State of New York, personally came RICHARD P. CREEDON and LOUISA S. RUFFINE to me known, who acknowledged execution of the preceding instrument and, being by me duly sworn, do depose and say, that they are President and Secretary respectively of UTICA MUTUAL INSURANCE COMPANY; and that the seal affixed to said instrument is the corporate seal of UTICA MUTUAL INSURANCE COMPANY; and that the said corporate seal is affixed and their signatures subscribed to said instrument by authority and order of the Board of Directors of said Corporation.

In Testimony Whereof, I have hereunto set my hand at New Hartford, New York, the day and year first above written.



Kathleen M. McCreary
Notary Public

STATE OF NEW YORK }
COUNTY OF ONEIDA } ss:

I, Louisa S. Ruffine, Secretary of the Utica Mutual Insurance Company do hereby certify that the foregoing Power of Attorney executed by said Utica Mutual Insurance Company and the above-quoted Resolutions of the Board of Directors adopted November 27, 1961 are still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the said Corporation at New Hartford, New York, this 10th day of April, 2018.

Louisa S. Ruffine
Secretary

UTICA MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

ASSETS		LIABILITIES AND SURPLUS	
U.S. Governmental Direct Guaranteed Bonds	\$ <u>45,682,063</u>	Reserve for all Losses	\$ <u>875,067,318</u>
All Other Bonds	<u>1,525,839,893</u>	Unearned Premiums	<u>395,604,093</u>
Stocks	<u>540,111,357</u>	Reserve for Claim Expenses	<u>211,215,545</u>
Mortgages	<u>4,111,620</u>	Dividends	<u>3,654,257</u>
Cash and Short-Term Investments	<u>29,787,203</u>	Taxes Accrued	<u>8,503,828</u>
Equities & Deposits in Pools and Associations	<u>4,823,808</u>	Federal Income Tax	<u>4,060,747</u>
Premiums in Course of Collection	<u>250,574,100</u>	Amounts Withheld on Account of Others	<u>10,156,026</u>
Interest Due and Accrued	<u>13,016,412</u>	Provision for Reinsurance	<u>4,859,373</u>
Other Admitted Assets	<u>111,367,690</u>	Miscellaneous Accounts Payable	<u>82,388,785</u>
Total Admitted Assets	\$ <u>2,525,314,146</u>	Total Liabilities	\$ <u>1,595,509,972</u>

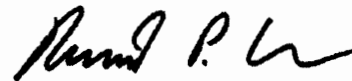
Surplus Funds

Dividend Reserve	\$ <u>7,766,124</u>
General Voluntary Reserve	<u>1,500,000</u>
Special Contingent Surplus	<u>1,700,000</u>
Divisible Surplus	<u>918,838,050</u>
Surplus as Regards Policyholders	<u>929,804,174</u>
Total	\$ <u>2,525,314,146</u>

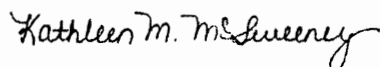
STATE OF NEW YORK
COUNTY OF ONEIDA ss:

Richard P. Creedon, President & CEO of the UTICA MUTUAL INSURANCE COMPANY, New Hartford, New York, being duly sworn, says that he is the above described officer of said Corporation, and that on the 31st day of December, 2017, all of the assets shown above were the absolute property of the said Corporation, free and clear from all liens or claims thereon except as above stated, and that the foregoing statement is a full and true exhibit of all assets and liabilities of the said Corporation at the close of business December 31, 2017, according to the best of his knowledge, information and belief.

Subscribed and sworn to before me the 22nd day of March, 2018.

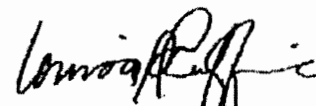


President & CEO



Notary Public in the State of New York
Appointed in Oneida County
My Commission Expires July 15, 2018

Attest



Secretary