



Outdoor Demonstration and Artifact Park – Phase 2

Description of the project

TIF funds will be used to construct Phase 2 of the Outdoor Demonstration and Artifact Park at the National Museum of Industrial History (NMIH) in the City of Bethlehem.

The NMIH is a non-profit organization with a commitment to improving civic conditions of Southside Bethlehem by attracting visitors to both the Museum and the greater South Bethlehem neighborhood, and by engaging with the Commonwealth community in educational/recreational opportunities related to our regional industrial heritage.

NMIH facilities include a finished 18,000 SF interior museum that features heavy industrial artifacts (including Smithsonian Institution artifacts on long-term loan) – plus, an exterior entry plaza / exhibit Park that is currently completed through Phase 1.

The NMIH campus is located at the epicenter of historic Southside Bethlehem within the historical and cultural landscape of the former Bethlehem Steel Plant site. NMIH has partnered with the Bethlehem Redevelopment Authority (RDA), Northampton County and the Commonwealth of Pennsylvania by raising funds to match this TIF grant application that, when combined, will cover the costs of Phase 2 design and construction of its Outdoor Demonstration and Artifact Park.

TIF funding will enable the expansion of this interpretive public Park to extend the useable and accessible public educational/recreational spaces located outside the front entry to the museum's interior galleries. All residents and visitors will be encouraged to engage in this public Park in south Bethlehem at no cost.

Phase 2 project priorities reflect years of collaboration by NMIH, the Bethlehem RDA, and the Bethlehem Steelworker Veterans Association to conserve, relocate, and feature priceless industrial artifacts and revered service memorials of Bethlehem Steel and other landmark industries as irreplaceable cultural assets assembled on a single public Park site within the NMIH campus.

Phase 2 Project Elements

The Phase 2 project will design and install essential park infrastructure improvements that enable NMIH to open the entire campus to safe and ADA-accessible public uses, including the following priority elements:

1. Promenade Paving

This element creates an immediate ADA-accessible and safe public walkway through the artifact display area of the Park. The promenade is a paved concrete surface that follows the perimeter of the railroad tracks that were installed during Phase 1. Installing the promenade paving is essential to allow park users to travel safely through the artifact display area of the Park site – so that they may observe former industrial objects even before they are installed permanently as operable exhibits during Phases 3 and beyond.

This element also includes installation of an ADA-accessible stone dust surface within the unpaved areas between the promenade paving and the artifact display locations.

Cost-sharing for Element 1 – DCED, Northampton County

2. Plaza Paving

This element completes the entry plaza area of the Park site – to connect the existing entry plaza paving (installed in Phase 1) with the Phase 2 promenade paving through the artefact display area.

This new paving is essential for safety, accessibility, public educational demonstration space, and public memorial gatherings. Specifically, this new Park paving will:

- Extend the existing paved plaza to the artefact display area.
- Create a new multi-purpose “demonstration” pad that can serve historic demonstrations, temporary-use canopies, and other public functions
- Create a new pad for the relocated Bethlehem Steelworker Veterans Memorial

Cost-sharing for Element 2 – DCED, Bethlehem RDA

3. Perimeter Fencing

The fencing element will be a formalized industrial urban fencing material – to match an existing section of the same material. The new perimeter fencing is essential for safety, security, and economic development. The new fencing (as displayed on the site plan) will replace the current chain-link construction fencing and include two new

sliding gates for public and service entries. The new fencing material will serve multiple purposes as a “greening device” for trellising plant materials, as well as a new display venue for temporary art, educational, and marketing exhibits developed and promoted by NMIH as community and economic development initiatives.

Cost-sharing for Element 3 – DCED, Northampton County, Bethlehem RDA

4. Steelworker Veterans Memorial Relocation

The relocation of the beloved Bethlehem Steelworkers Veterans Memorial (that must be relocated from its current location a block away, is a partnership begun by the Bethlehem RDA and embraced by NMIH to move the memorial to a new public site within its Park. Memorial Day and Veterans Day services are celebrated by veterans, families and the community at the location of this memorial. The new NMIH Park location will provide a larger and safer congregation area than the present memorial location.

Cost-sharing for Element 4 – Bethlehem RDA

5. Planting

This element is focused on two “greening” features for the NMIH Park site – canopy tree planting and low maintenance / low water ground cover in the railroad track area. This minimal planting strategy reflects the “working industrial yard” character of the Park site to feature specific locations for trees to provide shade and for low-maintenance seed mixes that can colonize the remnant ground surfaces between the RR tracks. These two planting features will help reduce the “heat island” effect on the intensively paved urban Park site.

Cost-sharing for Element 6 – DCED, Northampton County

6. Park Furnishings

This element includes minimum basic amenities needed to serve the public within the NMIH Outdoor Demonstration and Artifact Park. Phase 2 visitor service features for the park include: a shade canopy structure that can be used for informal seating or small teaching venue; benches and trash/recycling containers. A Park entry interpretive sign is included with this element.

Cost-sharing for Element 7 – DCED, Northampton County

Specific location of the project area

The NMIH property is a 0.3+ acre site, located between Second and Third Streets and Polk Street and Founders Way in southside Bethlehem, in Northampton County.

Current owner of the property

NMIH owns the property (building and site) fee simple.

Project consistency with existing county or local comprehensive plan

The NMIH Park project has received previous approvals for its site improvements from City of Bethlehem and the 2018 grant from Northampton County for Phase 2 site improvements demonstrates its consistency with comprehensive plan goals.

Project results in a substantiated positive economic development impact

The NMIH is a non-profit organization dedicated to a sustainable partnership business model that includes income from multiple sources, including museum visitor fees, donations, project-specific grant funding and sales revenue sources.

NMIH has been in operation for 3 1/2 years and currently employs 10 staff members.

The NMIH Outdoor Demonstration and Artifact Park is a new combination of recreation, education, and economic development within the Southside renaissance of Bethlehem. The Park and the Museum serve as everchanging attractions for multiple user populations and operate as the repository of the “living history” of the former Bethlehem Steel and related heavy industries.

Concurrent with the development and completion of the Outdoor Demonstration and Artifact Park, NMIH is developing a revenue-generating event space on the grand second story within the Museum building. Phase 2 development of the Outdoor Demonstration and Artifact Park will help establish NMIH as a must-see visitor attraction and major partner in the overall economic development of southside Bethlehem.

Historical and proposed use of land served by the project;

The NMIH Park site was a small portion of the legendary Bethlehem Steel site and is now used to display and demonstrate the uses of heavy industrial artifacts originally operating on this and other regional industrial complexes.

Estimated start and end dates of construction

2020

April Begin construction

August Complete construction;

Names of municipalities that will participate in and benefit from the project

City of Bethlehem

Northampton County

Existing greenways, recreational, trail facilities to be served by the project.

The NMIH Outdoor Demonstration and Artifact Park site is directly adjacent to the Southside Greenway – a former railroad spur on the southern side of Third Street that was repurposed by the City of Bethlehem and the RDA as a major urban Greenway in Bethlehem. The Southside Greenway connects to the regional Delaware & Lehigh National Trail. The NMIH Park site is also one block from the adaptively re-purposed, internationally celebrated Hoover Mason Trestle that was created by Bethlehem RDA.

OUTDOOR ARTIFACT PARK

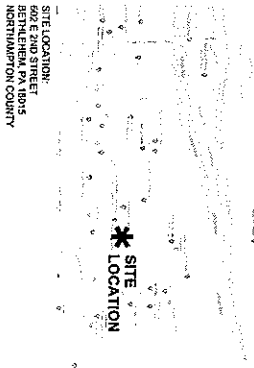
PHASE 1 IMPROVEMENTS

CONSTRUCTION DOCUMENTS

FINAL 10/16/2019

- DRAWING LIST**
- CS-1 COVER SHEET
 - ES-1 CONSTRUCTION & DEMOLITION
 - L-1 SITE LAYOUT PLAN
 - L-2 ALUMINUM BRG GRATING WALKWAY LAYOUT
 - L-3 MURAL PLCA LAYOUT
 - L-4 FENCE PLAN
 - L-5 FENCE DETAILS
 - L-6 HANDRAILS, GUARDRAILS, & RETAINING WALL
 - P-1 PAVING PLAN
 - P-2 PLANNING DETAILS

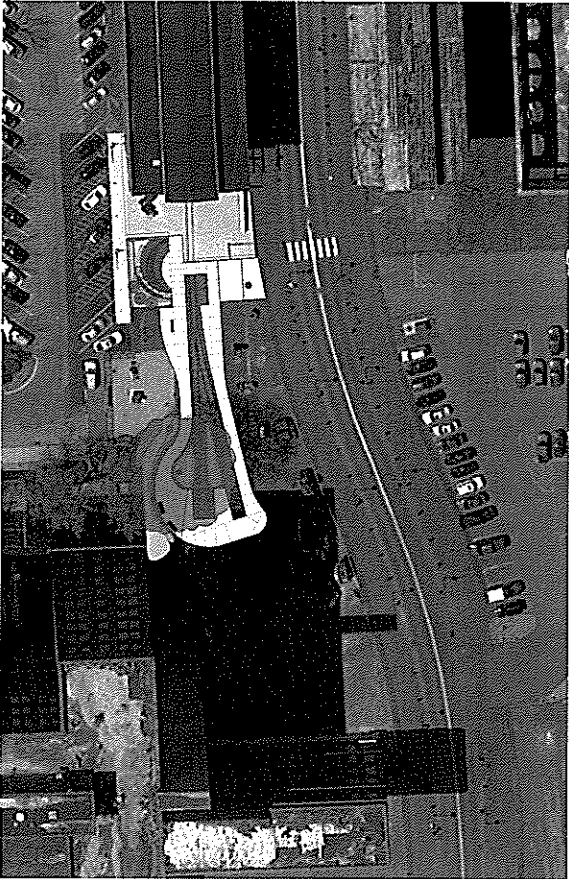
CONTEXT MAP



SITE LOCATION:
602 E 2ND STREET
BERETHEK PA 18015
NORTHAMPTON COUNTY

CONTACT INFORMATION

LANDSCAPE ARCHITECT
SIMONE COLLINS INC. LANDSCAPE
ARCHITECTURE
WILLIAM COLLINS, R.L.A.
116 E LAFAYETTE STREET
NORTHAMPTON, PA 18061
PHONE (610) 235-7601
FAX (610) 235-7638
WCOLLINS@SIMONCOLLINS.COM



NATIONAL MUSEUM OF INDUSTRIAL HISTORY SITE PLAN



William Collins, R.L.A.
631 Grove St., PA
18031-1007
1-610-235-7716

Soils are required
Construction Phase 1. Three sections. One section
Faculty Owner: member of the Soil System
SERIAL # 20190801098000

SIMONE COLLINS
LANDSCAPE ARCHITECTURE
ARCHITECTURE
116 E LAFAYETTE STREET
NORTHAMPTON, PA 18061
P: 610.235.7601 F: 610.235.7638
WWW.SIMONCOLLINS.COM

REGISTERED PROFESSIONAL ARCHITECT
BERETHEK REGISTERED AUTHORITY
WILLIAM COLLINS, R.L.A.
NO. 10401
BERETHEK, PA 18015

SUPERVISOR
NEWSTONE CONSULTING ENGINEERS
2810 BARRICK BOULEVARD
BERETHEK, PA 18023

DATE: 10/16/2019
DRAWN BY: RG
CHECKED BY: RG
SCALE: WC

PROJECT:
OUTDOOR ARTIFACT PARK
CONSTRUCTION DOCUMENTS
PHASE 1 IMPROVEMENTS
602 EAST SECOND STREET
BERETHEK, PA 18015
NORTHAMPTON COUNTY

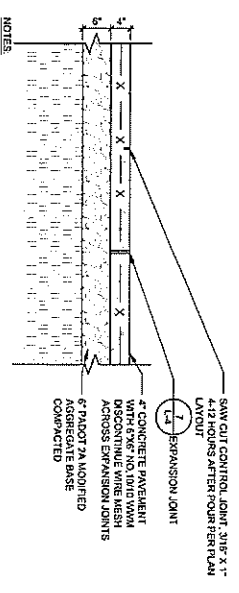
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NATIONAL MUSEUM OF INDUSTRIAL HISTORY
602 EAST SECOND STREET
BERETHEK, PA 18015

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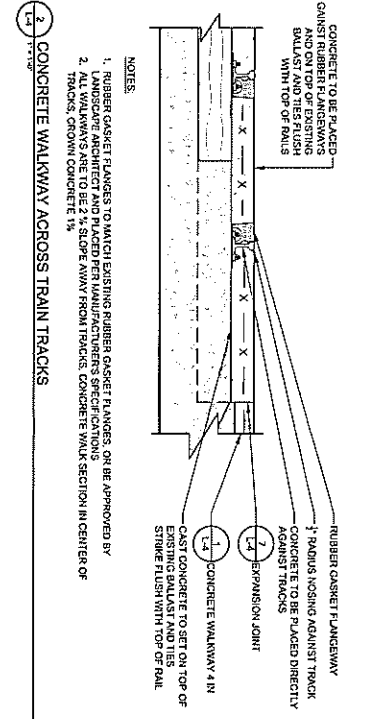
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BY: RG
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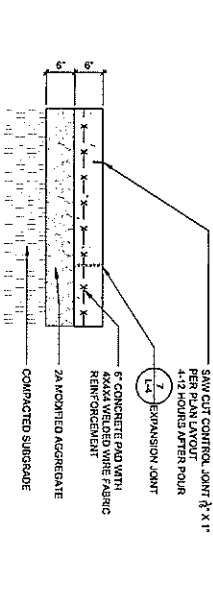
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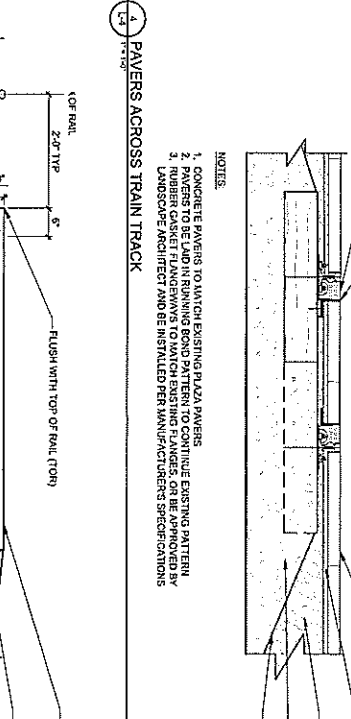
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1. EXPANSION JOINTS AND CONTROL JOINTS SHALL BE PLACED AS SHOWN ON PLANS. LANDSCAPE ARCHITECT TO APPROVE LAYOUT BEFORE CUTTING
 2. ALL SIDEWALK THAT IS BROKEN, CRACKED, OR OUT OF ALIGNMENT SHALL BE REPLACED PRIOR TO ACCEPT PAVING
 3. ACCEPT PAVING EXPANSION JOINTS WHERE WALK ABUTS ANOTHER MASONRY STRUCTURE OR EXISTING CONCRETE PAVING
 4. CONCRETE TO HAVE BROOM FINISH PERPENDICULAR TO THE PREDOMINATE DIRECTION OF PEDESTRIAN TRAFFIC.



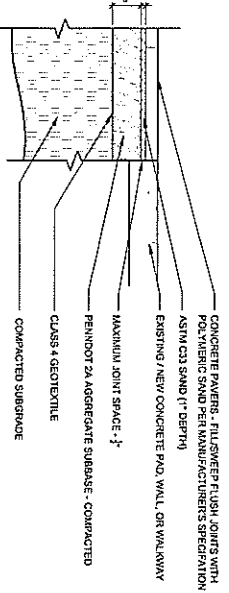
- NOTES:**
1. RUBBER GASKET FLANGES TO MATCH EXISTING RUBBER GASKET FLANGES, OR BE APPROVED BY LANDSCAPE ARCHITECT AND PLACED PER MANUFACTURER'S SPECIFICATIONS
 2. TRACK CROWN CONCRETE 1\"/>



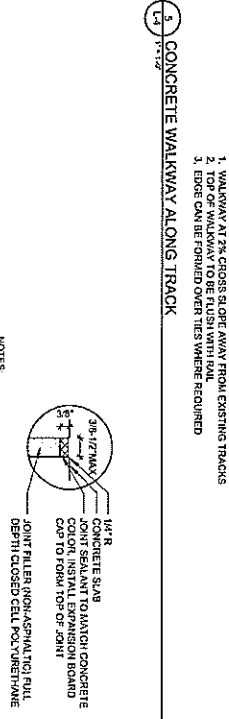
- NOTES:**
1. CONTROL JOINTS AND EXPANSION JOINTS TO BE PLACED AS PER PLAN
 2. ALL SIDEWALK THAT IS BROKEN, CRACKED OR OUT OF ALIGNMENT SHALL BE REPLACED PRIOR TO ACCEPT PAVING
 3. WHERE CONCRETE WILL BE MET BY EXISTING CONCRETE PAVEMENT, REMOVE AND RELAY PAVEMENT AS SHOWN TO ALLOW FOR PROPER RE-CONSTRUCTION OF SUBBASE WHEN CONCRETE HAS BEEN Laid AND CURED



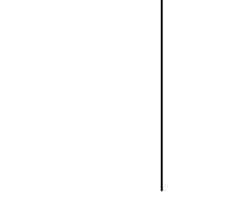
- NOTES:**
1. CONCRETE PAVEMENTS TO MATCH EXISTING PLAZA PAVEMENTS
 2. PAVERS TO BE LAID IN RUNNING BOND PATTERN TO CONTINUE EXISTING PATTERN
 3. PAVEMENTS TO BE LAID IN RUNNING BOND PATTERN TO CONTINUE EXISTING PATTERN
 4. LANDSCAPE ARCHITECT AND TIES SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS



- NOTES:**
1. CONCRETE PAVEMENT TO MATCH EXISTING PLAZA PAVEMENTS
 2. PAVERS TO BE LAID IN RUNNING BOND PATTERN TO CONTINUE EXISTING PATTERN
 3. REMOVE AND RELAY ANY ADJACENT EXISTING PAVEMENT TO ASSURE PROPER SUBBASE COMPACTATION



- NOTES:**
1. WALKWAY AT 2% GROSS SLOPE AWAY FROM EXISTING TRACKS
 2. TOP OF WALKWAY TO BE FLUSH WITH RAIL
 3. EDGE CAN BE FORMED OVER TIES WHERE REQUIRED



- NOTES:**
1. EXPANSION JOINTS SHALL BE PLACED AS PER PLAN
 2. REPAIR JOINTS SHALL BE REPAIRED BY ANOTHER MASONRY STRUCTURE OR EXISTING CONCRETE PAVING

SIMONE
COLLINS
LANDSCAPE ARCHITECTURE
 1501 N. MARKET ST.
 NORFOLK, VA 23502
 P: 810.929.7601 F: 810.929.7605
 WWW.SIMONECOLLINS.COM

APPROVED: _____
 BETHLEHEM REGIONAL GOVERNMENT AUTHORITY
 BETHLEHEM, PA 18018

SURVEYOR:
 KEYSTONE CONSULTING ENGINEERS
 2810 EMBARC BOULEVARD
 BETHLEHEM, PA 18020

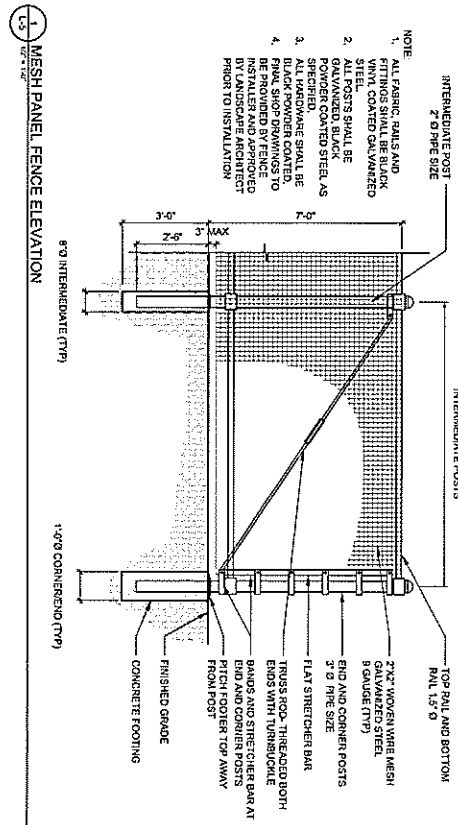
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 DRAWN BY: RG
 CHECKED BY: RG
 SCALE: WC

PROJECT:
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 NORTHAMPTON COUNTY

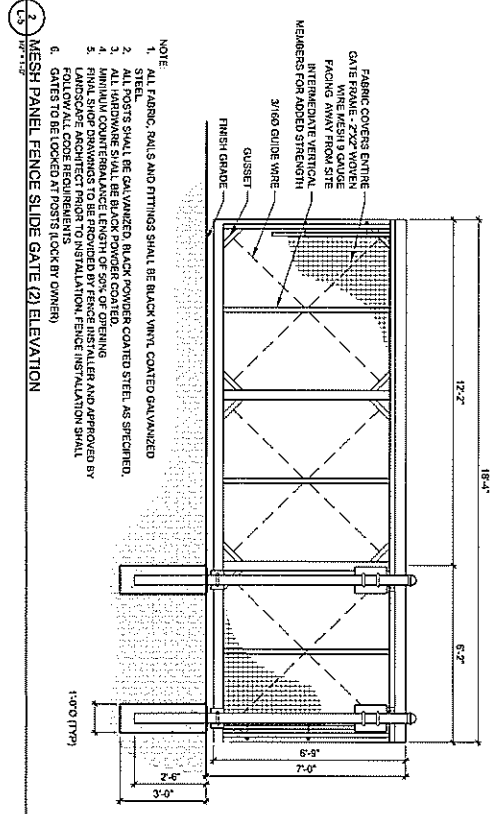
NATIONAL SYSTEM OF INDUSTRIAL HISTORY
 NATIONAL CENTER FOR HISTORIC PRESERVATION
 BETHLEHEM, PA 18018

PAVEMENT DETAILS

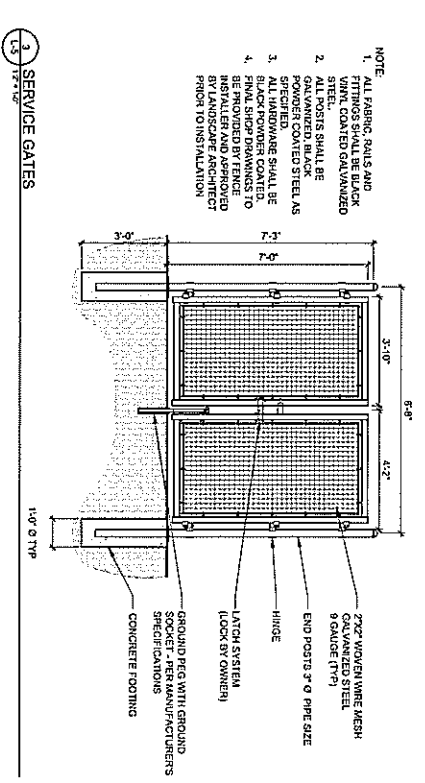
L-4



- NOTE
1. ALL FABRIC, RAILS AND FITTINGS SHALL BE BLACK VINYL COATED GALVANIZED STEEL.
 2. ALL POSTS SHALL BE GALVANIZED BLACK POWDER COATED STEEL AS SPECIFIED.
 3. ALL HARDWARE SHALL BE BLACK POWDER COATED.
 4. FINAL SHOP DRAWINGS TO BE PROVIDED BY FENCE INSTALLER AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.



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 3. ALL HARDWARE SHALL BE BLACK POWDER COATED.
 4. FINAL SHOP DRAWINGS TO BE PROVIDED BY FENCE INSTALLER AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 5. FENCE SHALL BE INSTALLED IN ACCORDANCE WITH ALL CODE REQUIREMENTS.
 6. GATES TO BE LOCKED AT POSTS (LOCK BY OWNER).



- NOTE
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 2. ALL POSTS SHALL BE GALVANIZED BLACK POWDER COATED STEEL AS SPECIFIED.
 3. ALL HARDWARE SHALL BE BLACK POWDER COATED.
 4. FINAL SHOP DRAWINGS TO BE PROVIDED BY FENCE INSTALLER AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

3 SERVICE GATES

SIMONE COLLINS
 LANDSCAPE ARCHITECTURE
 179 EAST LAVANTE STREET
 NORRISTOWN, PA 19401
 610.282.7868
 WWW.SIMONECOLLINS.COM

CONTACT:
 BETHLEHEM REDEVELOPMENT AUTHORITY
 10 EAST CHURCH STREET
 BETHLEHEM, PA 18018

SURVEYOR
 KRISTINE CONSULTING ENGINEERS
 2810 BIRNICK BOULEVARD
 BETHLEHEM, PA 18020

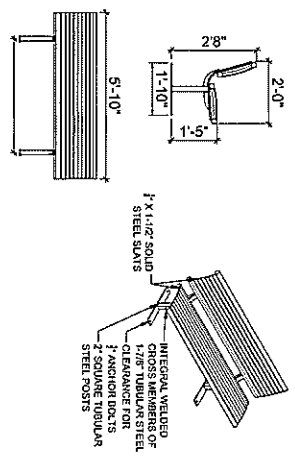
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 DRAWN: RG
 CHECKED: WC
 SCALE: AS SHOWN

PROJECT:
 OUTDOOR ARTIFACT PARK
 CONSTRUCTION DOCUMENTS
 692 EAST SECOND STREET
 BETHLEHEM, PA 18018
 NORTHAMPTON COUNTY
 NATIONAL MUSEUM OF INDUSTRIAL HISTORY
 692 EAST SECOND STREET
 BETHLEHEM, PA 18018

SHEET NO.: 30
 TOTAL SHEETS: 30

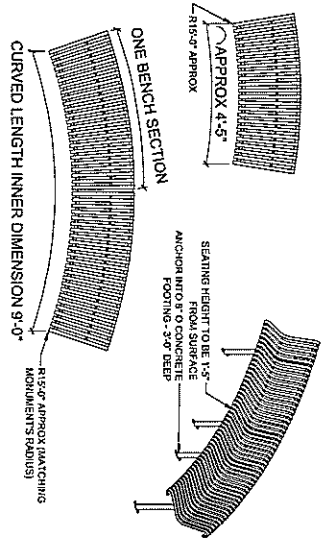
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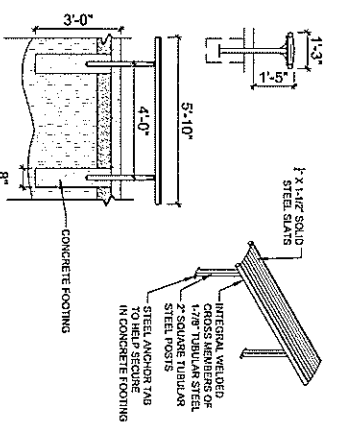
- NOTE:**
1. BENCH TO BE VICTOR STAINLESS STEEL PER-54, TO BE BLACK POWDER COATED STEEL. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT.
 2. BENCH TO BE FINISHED WITH ANCHOR BOLTS. MUST BE PERMANENTLY AFFIXED TO THE GROUND.
 3. DO NOT LOCATE ANCHOR BOLTS UNTIL BENCH PLACEMENT HAS BEEN APPROVED BY LANDSCAPE ARCHITECT.
 4. LANDSCAPE ARCHITECT USE ONLY STAINLESS STEEL FASTENERS. FINISH SHALL BE PERMANENTLY AFFIXED TO THE GROUND. PAINT ANCHOR ISOLATORS, OR OTHER APPROVED MATERIAL.

1-7 BENCH ON BAR GRATE DECK



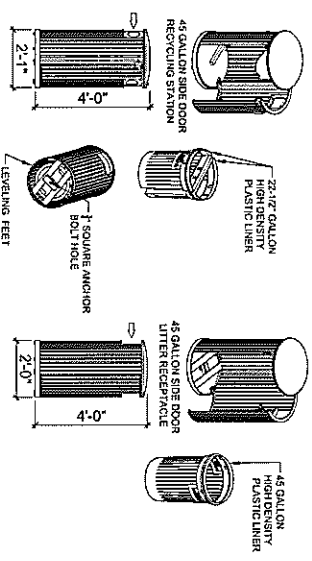
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 2. INSTALL PER MANUFACTURERS RECOMMENDATIONS. MUST BE PERMANENTLY AFFIXED TO THE GROUND.
 3. DO NOT ANCHOR UNTIL BENCH PLACEMENT HAS BEEN APPROVED BY LANDSCAPE ARCHITECT.

1-7 CUSTOM CURVED BENCH



- NOTE:**
1. BENCH TO BE VICTOR STAINLESS STEEL PER-54, TO BE BLACK POWDER COATED STEEL. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT.
 2. BENCH TO BE FINISHED WITH ANCHOR BOLTS. MUST BE PERMANENTLY AFFIXED TO THE GROUND.
 3. DO NOT ANCHOR UNTIL BENCH PLACEMENT HAS BEEN APPROVED BY LANDSCAPE ARCHITECT.

2-3 BACKLESS BENCH



- NOTE:**
1. RECEPTACLES TO BE VICTOR STAINLESS STEEL AND PER-54, BOTH ARE TO BE BLACK POWDER COATED STEEL. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR APPROVAL BY LANDSCAPE ARCHITECT.
 2. INSTALL PER MANUFACTURERS RECOMMENDATIONS. MUST BE PERMANENTLY AFFIXED TO THE GROUND.
 3. DO NOT ANCHOR UNTIL PLACEMENT HAS BEEN APPROVED BY LANDSCAPE ARCHITECT.

1-4 TRASH RECEPTACLES

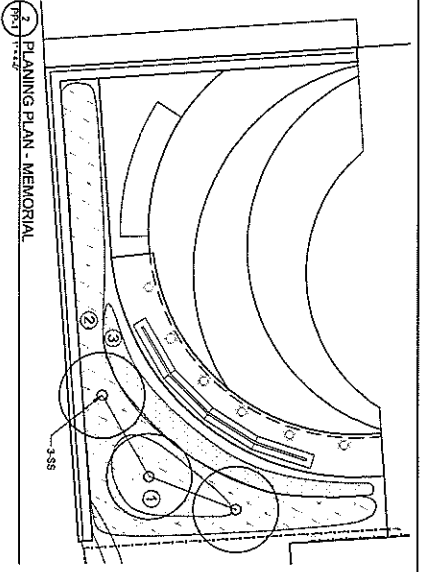
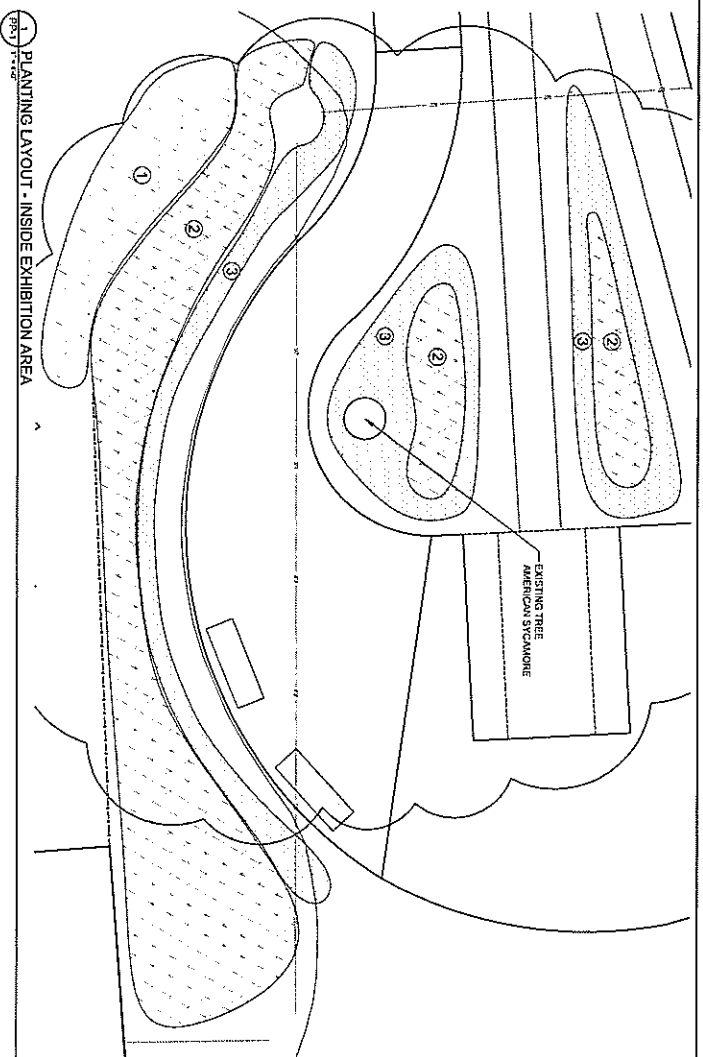


REGISTERED REGIONAL GOVERNMENT AUTHORITY
 10 EAST SECOND STREET
 BETHLEHEM, PA 18018

SURETOR KENSTONE CONSULTING ENGINEERS
 2870 EMBICK BOULEVARD
 BETHLEHEM, PA 18020

PROJECT: OUTDOOR ARTIFACT PARK
CONSTRUCTION DOCUMENTS
 PHASE IMPROVEMENTS
 602 EAST SECOND STREET
 NORTHAMPTON COUNTY
 NORTHAMPTON, PA

DATE: 10/16/2019
SCALE: SC



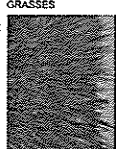

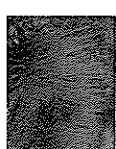
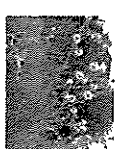
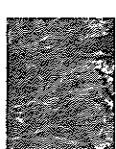
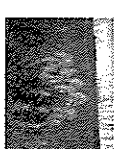


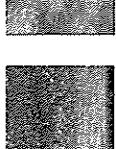
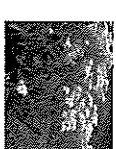
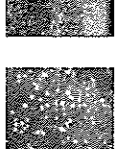
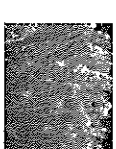

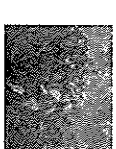
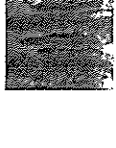
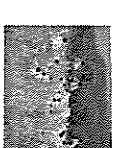


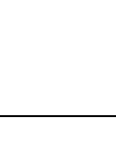
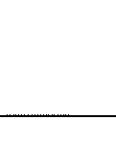
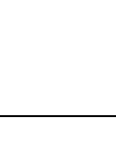
LEGEND

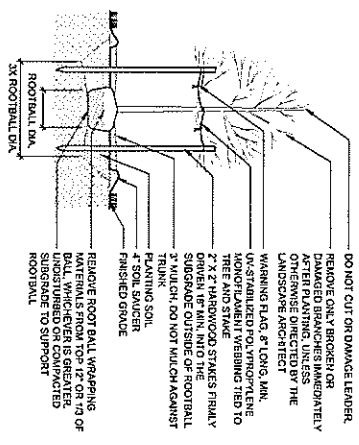
①	SN - 85%, SL - 15%
②	EH - 40%, SC - 15%, AH - 10%, EP - 10%, LA - 5%, P - 5%, VG - 5%, SS - 10%
③	AH - 20%, EV - 5%, PG - 50%, SA - 25%

PP-1 PLANTING LAYOUT - INSIDE EXHIBITION AREA

Plant Schedule	Qty	Botanical Name	Common Name	Condition	Size	Spacing	Notes
40	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 1
41	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 2
42	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 3
43	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 4
44	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 5
45	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 6
46	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 7
47	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 8
48	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 9
49	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 10
50	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 11
51	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 12
52	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 13
53	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 14
54	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 15
55	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 16
56	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 17
57	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 18
58	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 19
59	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 20
60	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 21
61	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 22
62	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 23
63	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 24
64	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 25
65	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 26
66	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 27
67	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 28
68	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 29
69	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 30
70	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 31
71	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 32
72	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 33
73	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 34
74	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 35
75	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 36
76	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 37
77	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 38
78	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 39
79	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 40
80	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 41
81	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 42
82	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 43
83	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 44
84	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 45
85	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 46
86	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 47
87	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 48
88	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 49
89	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 50
90	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 51
91	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 52
92	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 53
93	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 54
94	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 55
95	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 56
96	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 57
97	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 58
98	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 59
99	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 60
100	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 61
101	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 62
102	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 63
103	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 64
104	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 65
105	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 66
106	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 67
107	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 68
108	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 69
109	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 70
110	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 71
111	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 72
112	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 73
113	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 74
114	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 75
115	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 76
116	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 77
117	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 78
118	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 79
119	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 80
120	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 81
121	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 82
122	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 83
123	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 84
124	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 85
125	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 86
126	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 87
127	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 88
128	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 89
129	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 90
130	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 91
131	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 92
132	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 93
133	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 94
134	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 95
135	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 96
136	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 97
137	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 98
138	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 99
139	40	Amorpha canescens	False Indigo	100	100	1 FT OC	Plant in year 100

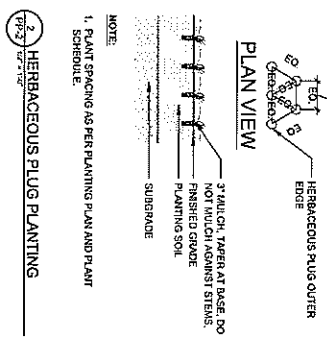
- PLANTING NOTES:**
1. PLANTING BEDS SHALL BE GRADED OUT AND FIELD VERIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. PLANTING BEDS ARE TO BE AT MIN 2'0" AWAY FROM EXISTING TREE BASE. TREE AND TREE ROOTS ARE TO BE PROTECTED FROM CONSTRUCTION AND PLANTING ACTIVITY.
 2. IF THERE IS A DISCREPANCY BETWEEN THE PLANT SCHEDULE AND THE PLANTING PLAN, REFER TO THE PLANTING PLAN FOR PLANT QUANTITIES.
 3. LANDSCAPE ARCHITECT WILL INSPECT PLANT MATERIAL AT THE PLACE OF ORIGIN AND AT THE PROJECT SITE BEFORE PLANTING AND RETAINS THE RIGHT TO REJECT UNSATISFACTORY OR DEFECTIVE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF WORK. THE LANDSCAPE CONTRACTOR WILL IMMEDIATELY REMOVE REJECTED PLANT MATERIALS FROM THE PROJECT SITE AND REPLACE WITH ACCEPTABLE MATERIAL AT NO ADDITIONAL COST.
 4. NO SUBSTITUTIONS SHALL BE PERMITTED, EXCEPT BY WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT GRANTED PRIOR TO THE PURCHASE AND DELIVERY OF PLANT MATERIAL.
 5. TOPSOIL WILL BE FURNISHED BY THE LANDSCAPE CONTRACTOR AS REQUIRED FOR BED AREAS AND PLANT BACKFILL. IMPORTED TOPSOIL SHALL BE AT LEAST SIX (6) PERCENT ORGANIC CONTENT. ACTIVITY RANGE SHALL BE 15.5 TO 20 INCLUSIVE. MINIMUM ORGANIC CONTENT OF TEN (10) PERCENT. PHOSPHORUS CONTENT OF SIX (6) PERCENT AND POTASSIUM CONTENT OF FOUR (4) PERCENT. SUBMIT SOIL TESTS FOR ALL IMPORTED TOPSOIL FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE BRINGING ANY TOPSOIL TO SITE.
 6. PROVIDE NEW TOPSOIL WHICH IS FERTILE, FRIABLE, NATURAL LOCAL SURFACE SOIL, REASONABLY FREE OF STONEL, CLAY LUMPS, WEEDS AND OTHER LITTER FREE OF ROOTS, STUMPS, STONES LARGER THAN 1" IN ANY DIMENSION, AND OTHER EXHAUSTIBLES OR TOXIC MATERIALS HARMFUL TO PLANT GROWTH.
 7. IMPORT TOPSOIL FROM LOCAL OFF-SITE SOURCES OR VENDORS.
 8. THREE (3) TO EIGHT (8) INCHES OF TOPSOIL SHOULD BE PLACED IN THE PLANTING BED AREAS TO MATCH GRADE WHERE NEEDED. PLACE APPROXIMATELY ONE-HALF (1/2) OF TOTAL AMOUNT OF PLANTING SOIL REQUIRED, WORK INTO TOP OF LOOSENEED SUBGRADE TO CREATE A TRANSITION LAYER AND THEN PLACE REMAINDER OF THE PLANTING SOIL.
 9. PRIOR TO PLANTING, PLANT LAYOUT SHALL BE FIELD VERIFIED BY THE LANDSCAPE ARCHITECT.
 10. MATCH ALL PLANTED AREAS WITH THREE (3) INCHES OF DOUBLE-ENDED HARDWOOD BARK MULCH. SUBMIT SAMPLE OF MULCH TO OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO BRINGING ANY MULCH TO THE SITE. DO NOT MULCH BY TREE BASE.

GRASSES		PERENNIALS	
SORGHASTRUM NITRANS		SIBIRIJA LACINIATA	
LAHRIA ASPERA		SALUDAGO SPECIOSA	
GROUND COVER		EMYTHIA VULCEROLIA	
CAREX ENKENSIS VAR. CA		PASTINACA INTEGRIFOLIA	
ARTEMISIA NEGLECTA		AMBROSIA HYBRIDIS	
SIRYNCIUM ARGUSTRIUM		VERONICA GLAUCA	
TREES		SPINACEA PALUDA	
LIGULALAR STRAFCIUM			
SILVQUETTE			



- NOTES:**
1. STAKE TREES ONLY WHEN CONDITIONS REQUIRE ADDITIONAL STABILIZATION, AS DESCRIBED IN SPECIFICATIONS.
 2. SET TOP OF BALL 2" ABOVE FINISHED GRADE. DO NOT BACKFILL OVER TOP OF ROOTBALL.
 3. AFTER FINAL WRAPPING, LANTERNS, LANTERN TYPING, WIRE BASKET, ETC. AFTER TREES SET IN PLACE. SYNTHETIC WRAPPING MUST BE REMOVED COMPLETELY.
 4. DO NOT PULL MONORAIL BRIT WEBBING TIGHT. LEAVE SLIGHTLY SLACK TO ALLOW FOR SETTLEMENT.
 5. SPOURTY EDGES OF TREE HT.

1 DECIDUOUS TREE PLANTING



2 HERBACEOUS PLUG PLANTING



CONSULTANT:
 BETHLEHEM REDEVELOPMENT AUTHORITY
 100 SOUTH 10TH STREET
 BETHLEHEM, PA 18010

SURVEYOR:
 KEYSTONE CONSULTING ENGINEERS
 2890 EMBICK BOULEVARD
 BETHLEHEM, PA 18020

DATE: 10/16/2019
 DRAWN BY: WJC
 CHECKED BY: WJC

PROJECT:
 OUTDOOR ARTIFACT PARK
 CONSTRUCTION DOCUMENTS
 PHASE 1 IMPROVEMENTS
 602 EAST SECOND STREET
 BETHLEHEM, PA 18015
 NORTHAMPTON COUNTY

OWNER:
 NATIONAL MUSEUM OF INDUSTRIAL HISTORY
 602 EAST SECOND STREET
 BETHLEHEM, PA 18010

SCALE:
 1800:1.0 SC



PLANTING DETAILS

PP-2



COUNTY OF NORTHAMPTON

NORTHAMPTON COUNTY COURTHOUSE DIVISION OF ASSESSMENT

669 WASHINGTON ST
EASTON, PENNSYLVANIA 18042-7477
(610) 829-6155

February 1, 2016

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
511 E 3RD ST STE 270
BETHLEHEM PA 18015

Regarding Property At: E 2ND ST
Map/Block/Lot: P6 2 2-18
School/Mun: 0204

Dear Property Owner:

This letter is to inform you of recent changes to your property. Please review the information carefully. If there is an item that is incorrect or now out of date (including mailing address), please correct it on this form and return the notice as soon as possible to the address listed above. Please include your signature and daytime phone number on the reverse side of this form, as a representative from the County may need to contact you. If the information is correct, you do not need to return this notice.

If you should have any questions, please feel free to contact the Assessment office at (610) 829-6155. Thank you for assisting us with this information.

NOTICE OF CHANGE

PROPERTY DESCRIPTION	
Location: E 2ND ST Map/Block/Lot: P6 2 2-18 0204 Alt ID: 4762-08-5091-0368	Municipality: BETHLEHEM CITY School Dist: BETHLEHEM SCHOOL DIST
REASON FOR CHANGE	CURRENT ASSESSMENT DATA
Reason: NAME AND/OR ADDRESS CHANGES Effective: 01/28/16 Old Assessment: 13,200 IF YOUR NEW ASSESSMENT IS NOT SATISFACTORY, YOU HAVE 40 DAYS FROM 02/01/16 TO APPEAL. YOU CAN OBTAIN AN APPEAL FORM AT WWW.NORTHAMPTONCOUNTY.ORG , OR BY CONTACTING THE ASSESSMENT OFFICE BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. THE APPEAL FORM CAN BE SENT TO THE NORTHAMPTON COUNTY COURTHOUSE, 669 WASHINGTON ST, EASTON PA 18042. YOU HAVE THE RIGHT TO FILE AN ANNUAL APPEAL ON OR BEFORE THE 1ST DAY OF AUGUST FOR THE FOLLOWING TAX YEAR. THE FOREGOING DOES NOT APPLY TO DECISIONS MADE BY THE REVENUE APPEALS BOARD OR COURT OF COMMON PLEAS. IF YOU ARE DISSATISFIED WITH THE DECISION FROM THE REVENUE APPEALS BOARD, YOU HAVE THE RIGHT TO FILE WITH THE COURT OF COMMON PLEAS WITHIN 30 DAYS.	New Assessment: 13,200 Preferential Reason: Homestead /Farmstead:

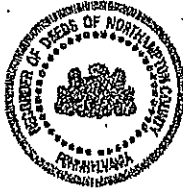
SEE OTHER SIDE

RECORDING OF DEEDS
PENNSYLVANIA

INSTRUMENT NUMBER
2001043379

RECORDED ON
Oct 12, 2001
4:24:14 PM

AFFORDABLE HOUSING \$11.05
AFFORDABLE HOUSING \$1.95
-- ADMIN FEE
RECORDING FEES \$19.00
STATE TRANSFER \$1,750.00
TAX
STATE WRIT TAX \$0.50
BETHLEHEM CITY \$1,730.00
COUNTY RECORDS \$1.00
IMPROVEMENT FEE
DEEDS RECORDS \$1.00
IMPROVEMENT FEE
TOTAL \$3,534.50



I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Acrotz

DEED dated October 12, 2001, from BETHLEHEM STEEL CORPORATION, a Delaware corporation, (hereinafter called the "Grantor") to THE NATIONAL MUSEUM OF INDUSTRIAL HISTORY, a Pennsylvania non-profit corporation (hereinafter called the "Grantee").

AFFIDAVIT FILED

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee the tracts of land, together with improvements thereon (hereinafter sometimes called the "Premises"), situate in the City of Bethlehem, Northampton County, and Commonwealth of Pennsylvania, which are designated as LOT 16 and LOT 18 on the subdivision plan entitled "BETHLEHEM WORKS - PHASE ONE", and dated March 24, 1999, last revised April 24, 2000, and which is recorded in the Office for Recording of Deeds in and for said Northampton County (the "Office") in Map Vol. 2000-5, at page 19, containing one and two hundred sixty-three one-thousandths (1.263) acres, more or less.

TOGETHER WITH the appurtenances and all interests, rights, and obligations related to said tract of land hereby conveyed.

TOGETHER ALSO WITH a "Gross Building Area" allocation (as defined in the Declaration hereinafter described) of forty-thousand (40,000) square feet.

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SUBJECT, HOWEVER, to the effect of the following:

- (1) Articles of Agreement between the Grantor and the Borough of South Bethlehem dated June 23, 1903, and recorded in the Office in Miscellaneous Book Vol. 39, at page 156;
- (2) Indenture between Bethlehem Steel Company and Philadelphia, Bethlehem and New England Railroad Company and Bethlehem Authority dated August 30, 1950, and recorded in the Office in Miscellaneous Book Vol. 110, page 366, as amended by Partial Release between the Grantor and Bethlehem Authority dated February 3, 1987, and recorded in the Office in Miscellaneous Book Vol. 321, at page 1089;
- (3) Right-of-Way Agreement between the Grantor and Lehigh University dated September 20, 1996, and recorded in the Office in Book Vol. 1996-1, page 098977, as amended by Amendment dated December 22, 1998, and recorded in the Office in Book Vol. 1999-1, page 009397, and as assigned by Assignment of Real Estate Agreements between Lehigh University and Smart Discovery Center, Inc. dated October 8, 1999;
- (4) Right-of-Way Agreement between the Grantor and Lehigh University dated September 20, 1996, and recorded in the Office in Book Vol. 1996-1, page 099002, as assigned by Assignment of Real Estate Agreements between Lehigh University and Smart Discovery Center, Inc. dated October 8, 1999;
- (5) Right-of-Way Agreement between the Grantor and Lehigh University dated September 20, 1996, and recorded in the Office in Book Vol. 1996-1,

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page 098993, as amended by Amendment dated December 22, 1998, and recorded in the Office in Book Vol. 1999-1, page 009402, and as assigned by Assignment of Real Estate Agreements between Lehigh University and Smart Discovery Center, Inc. dated October 8, 1999;

(6) unrecorded Right-of-Way Agreement between the Grantor and Bell Atlantic - Pennsylvania dated March 31, 2000, relating to underground conduits;

(7) unrecorded Right-of-Way Agreement between the Grantor and PPL dated July 18, 2000, relating to underground electric lines;

(8) unrecorded Programmatic Agreement having an effective date of August 25, 2000 among the City of Bethlehem, the Federal Highway Administration and the Advisory Council on Historic Preservation and having as concurring parties the Pennsylvania Department of Transportation, the Grantor, Bethlehem Development Corporation, the United States Department of Housing and Urban Development and the United States Economic Development Commission;

(9) Right of Entry between the Grantor and the Commonwealth of Pennsylvania, Department of Environmental Protection dated October 19, 2000, and recorded in said Office in Vol. 2000-1, page 139856;

(10) unrecorded Tax Incremental Financing Cooperation Agreement Regarding Bethlehem Works District and Bethlehem Works Tax Increment Financing Plan made and entered into as of November 16, 2000 among the City of Bethlehem, the County of Northampton, the Bethlehem Area School District, the Redevelopment Authority of the City of Bethlehem and the Grantor;

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(11) Bethlehem Works Declaration of Covenants, Conditions, Restrictions, Release and Indemnification dated October 12, 2001 and recorded in the Office in Record Book Volume 2001-1 at page 212961; and

(12) all other matters on record or shown on the above-mentioned subdivision plan.

SUBJECT, MOREOVER, to the terms and conditions of the Bethlehem Works Declaration of Covenants, Conditions, Easements and Restrictions dated October 12, 2001 and recorded in the Office in Record Book Volume 2001-1 at page 212980 (the "Declaration"). The Grantee and its successors and assigns in the ownership of all or part of the Premises shall be deemed "Members" of the "Association" as defined in the Declaration, and as Members of the Association shall be subject to the terms and conditions of the following documents which govern the Association:

- (a) Certificate of Organization - Domestic Limited Liability Company;
- (b) Operating Agreement; and
- (c) Bethlehem Works Owners Association, LLC - Design Guidelines and Criteria.

SUBJECT, FURTHER, to the restrictions and covenants set forth in the following paragraphs numbered 1 through 4, which are intended to be and shall be construed as covenants running with and binding upon the Premises and shall be binding upon the Grantee, its successors and assigns, all for the benefit of the Grantor and its successors and assigns in the ownership of all or any parts of the land, other than the Premises, now or formerly owned by the Grantor and located either in the Third (3rd)

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Ward or the Fourth (4th) Ward in the City of Bethlehem, County of Northampton,
Commonwealth of Pennsylvania:

1. For a period of twenty-one (21) years after the date hereof, Lot 16 may be used only for a museum dedicated to the history of industry in America. If the Grantee shall desire to lease or sell all or part of the Premises and receives an offer from a third party, the Grantee shall first offer the Premises to the Grantor on the same terms and conditions as it is willing to lease or sell the Premises to such third party.
2. If for any reason the Grantee does not commence construction prior to March 31, 2003, either the Grantor or the Grantee may elect to have the Premises reconveyed to the Grantor.
3. Lot 18 shall be maintained as an open space and no permanent building may be construction thereon without the prior written approval of Bethlehem Works Owners Association, LLC.
4. The Grantee may not subdivide the Premises without the prior written consent of the Grantor.

The above-mentioned covenants and restrictions shall be enforceable at law or in equity only by the Grantor and by such successor or assign as the Grantor shall expressly designate. Said restrictions and covenants contained in this Deed shall not give rise, by implication or otherwise, to a reciprocal covenant burdening the Grantor or any lands now or previously owned by the Grantor.

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Pursuant to the provisions of Section 405 of the Solid Waste Management Act of the Commonwealth of Pennsylvania, 35 Pa. Stat. Ann. §6018.405, and Section 512(b) of the Hazardous Sites Cleanup Act of the Commonwealth of Pennsylvania, 35 Pa. Stat. Ann. §6020.512(b), the Grantor hereby acknowledge that because the Premises have long been used as an industrial property, parts thereof may contain "hazardous waste", "residual waste" and "hazardous substances", as such terms are defined in said Acts.


The Grantor hereby covenants that the Grantor will warrant specially the property hereby conveyed, subject as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year first above written.

ATTEST:


Assistant Secretary

BETHLEHEM STEEL CORPORATION,
by


Vice President
S.G. DONCHES

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COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF LEHIGH)

On this, the 12 day of October, 2001, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared S. G. Donches, who acknowledged himself to be a Vice President of Bethlehem Steel Corporation, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC
NANCY C. RADOGNA, Notary Public
City of Bethlehem, Lehigh County, PA
Notary Commission Expires Jan. 7, 2003

Nancy C. Radogna
Notary Public

I hereby certify that the precise address of the within name Grantee is 530 East Third Street, Bethlehem, Pennsylvania 18015-1390

CW Coyne
On behalf of the Grantee

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER:

MAP: P6 BLOCK: 2 LOT: 2-16
MAP: P6 BLOCK: 2 LOT: 2-18

NCRB664

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**National Museum of Industrial History
Outdoor Artifact Park
TIF Application
March 10, 2020**

Sources	Amount
Commonwealth of Pennsylvania (GTRP Grant)	125,000
Northampton County (CIPP Grant)	30,000
Bethlehem Parking Authority	33,000
TIF Grant	109,511
Total Sources	\$ 297,511

Uses (see attached GMP budget document for full detail) *	Amount
Sitework/Concrete	156,177
Miscellaneous Metals	76,066
Electric	22,410
Landscaping	13,295
Construction Management	18,080
Construction Contingency (1%)	2,860
Liability Insurance (.75%)	2,145
Business Privelege Tax (.15%)	429
Telecom (.075%)	215
CM Fee (2%)	5,834
Total Uses	\$ 297,511

*All budget costs are eligible for reimbursement by the RDA



CONSTRUCTION MANAGEMENT SERVICES - GMP
NMIH - OUTDOOR ARTIFACT PARK

Project:	NMIH - Outdoor Artifact Park		
Location:	Bethlehem, PA	Duration Const.:	8 wks
Updated:	3/10/20 Rev 3	Base Control Estimate:	\$ 267,948
Time Frame:	@ Start of Construction	Spring 2020	

GMP based on Simone Collins drawings dated 10/16/19 and revised VE per 2/12/20 Conference Call w/ NMIH, Simone Collins, City of Bethlehem RDA, and AHB. Rev 2 includes comments from SC email 3/6/2020. Rev 3 includes curved bench at Veterans Memorial.

SUBCONTRACTORS

Bid Package	Description	Contractor	Base Bid	Proposed Amt after VE
BP-01	Sitework / Concrete	Panzitta	\$ 192,857	\$ 192,857
Allowance	Included \$5,000			
<u>Alternates</u>				
A1 - Paver Salvage and Install			Included	Used towards concrete
A2 - Move War Memorial		Bean	\$ 3,220	\$ 3,220
A3 - Exclude Sawcut of Existing Concrete Pad			\$ (800)	\$ (800)
		Adjusted Base Bid	\$ 195,277	\$ 195,277
<u>VE Suggestions (bold is accepted)</u>				
	Use allowance for concrete former paver area.			Included
VE 1 - Eliminate Modular Pavers (@ metal grating area)			\$ (23,900)	\$ (23,900)
VE 1.5 - Eliminate Concrete at curved grating area				No concrete
VE 2 - Change Retaining wall to Oversize Curb			\$ (13,500)	\$ (13,500)
VE 3 - Eliminate Colored Concrete			\$ (2,500)	
VE 4 - Eliminate Stained Concrete			\$ (2,200)	
VE 5 - Eliminate salvaging strip of pavers			\$ (6,800)	\$ (6,800)
VE 6 - Eliminate Retaining Wall			\$ (13,500)	
	Anticipated Total BP-01		\$ 195,277	\$ 151,077
	VE 5.5 - Add Paver Strip next to Monument along ADA path	Eshbach	\$	\$ 5,100
	Anticipated Total Pavers	Eshbach	\$	\$ 5,100
BP-02	Misc Metals	Panzitta	\$ 313,027	\$ 313,027
Allowance	\$2500 included in base bid		included	Used towards concrete
<u>Alternates</u>				
A1 - Aluminum Bar Grating			\$ 87,500	\$ 87,500
A2 - Fencing			Included	
	Adjusted Base Bid		\$ 400,527	\$ 400,527
<u>VE Suggestions (bold is accepted)</u>				
VE 1 - Black Ameristar Welded Fence			\$ (243,961)	\$ (243,961)
VE 2 - Eliminate Aluminum Bar Grating			\$ (87,500)	\$ (87,500)
VE 3 - Use Painted Steel rail at Switch in lieu of Alum or ss			\$ (5,000)	Keep Aluminum to match
VE 4 - Eliminate handrail at monument			\$ (10,000)	Include alum handrail
Add curved bench at Veterans Memorial monument			\$	\$ 7,000
	Anticipated Total BP-02		\$ 400,527	\$ 76,066
BP-03	Electric	Albarell	\$ 22,410	\$ 22,410
Allowance	\$1250 included in base bid			
<u>Alternates</u>				
A1 - Leave existing site lighting in place			\$ (1,352)	Not Accepted
	Adjusted Base Bid		\$ 21,058	\$ 22,410
<u>VE Suggestions (bold is accepted)</u>				
VE 1 - Substitute light fixtures				Pending
	Anticipated Total BP-03		\$ 22,410	\$ 22,410
BP-04	Landscaping	Edge of the Woods	\$ 10,795	\$ 10,795
Allowance				
VE - 1 - Include allowance for add'l landscaping at curved area			\$	\$ 2,500
			\$	\$ 13,295

Alternates (Voluntary)	Alternates not incl.	
A1 - Furnish Add'l 5 yds topsoil	\$	225
A2 - Labor to spread 5 yds	\$	1,044
A3 - Extend Watering (5 weeks)	\$	580
A4 - Fall Maintenance	\$	350
Anticipated Total BP-04	\$ 10,795	\$ 13,295

	Base Bid	With VE
Subcontractor's Total	\$ 629,009	\$ 267,948

CONSTRUCTION MANAGEMENT

Preconstruction	4 weeks	\$	5,280
Review Bid Documents			
Create Project Manual			
Administer Bid/Award			
Review/Create VE suggestions			
Construction	8 weeks	\$	12,800
Administer subcontracts			
Coordination			
Meetings			
Field Supervision (limited)			
Reimbursables: None Included		\$	-
	CM Subtotal	\$	18,080

	SUBTOTAL	\$	286,028
Construction Contingency (1%)	0.01	\$	2,860.28
Liability Insurance (.75%)	0.0075	\$	2,145.21
Business Privilege Tax (.15%)	0.0015	\$	429.04
Telecom (.075%)	0.00075	\$	214.52
CM Fee (2%)		\$	5,833.54

AHB PROPOSED GMP AMOUNT INCLUDING VE	\$	297,511
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COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

October 1, 2018

Kara Cenni, President & CEO
National Museum of Industrial History
511 East Third Street, Suite 270
Bethlehem, PA 18015

Re: Greenways, Trails, and Recreation Program
(GTRP)
Grant \$125,000
Outdoor Demonstration and Artifact Park
Phase 2 Project

Dear Ms. Cenni:

I am pleased to inform National Museum of Industrial History (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held September 18, 2018, approved your application (*the "Application"*) for a grant in an amount up to ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for the construction of plaza and promenade paving; installation of perimeter fencing, park amenities and lighting; planting of canopy trees; and associated engineering costs (*the "Project"*) at the property located in Bethlehem City, Northampton County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.

APPENDIX A + B
Contract # C000069849
Page 1 of 6

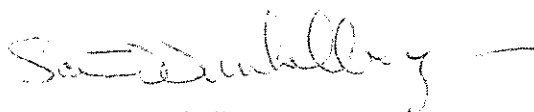
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.
3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
5. Compliance with the program guidelines.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245. The signed commitment letter should be returned to Gregory D. Welker, Director, CFA Programs Office, 400 North Street, 4th Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,



Scott D. Dunkelberger
Executive Director

The foregoing terms and conditions are hereby agreed to and accepted this 19 day of October, 2018.

ATTEST:

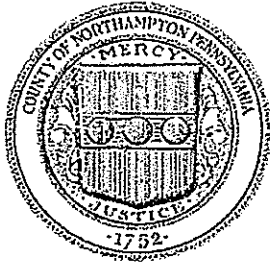
**NATIONAL MUSEUM OF
INDUSTRIAL HISTORY**

Laura Bennett
Secretary

Kara E. Johnson
By:

(SEAL)

FEDERAL TAX IDENTIFICATION NUMBER
23 2912750



County of Northampton
Department of Community & Economic Development

Northampton County Human Services Building
2801 Emrick Blvd, 1st Fl. Bethlehem, PA 18020
Phone (610) 829-6306 Fax (610) 559-3775

February 14, 2019

Kara Cenni, President & CEO
National Museum of Industrial History
511 E. Third Street, Ste 270
Bethlehem, PA 18015

RE: 2018 CIPP Grant Award Letter for National Museum of Industrial History – Outdoor Artifact & Demonstration Park

Dear Ms. Cenni,

Enclosed you will find a fully executed original document of the 2018 CIPP Award Agreement. This agreement is considered active as of January 1, 2019. Please keep in mind interim reports are due by July 31, 2019 covering the activity period of January 1- June 30, 2019.

In the upcoming weeks, you will receive an email containing the reporting forms and reimbursement invoice form. If you have any questions on the invoice process please contact me.

We look forward to seeing your project progress and wish you the best of luck in achieving your goals.

Sincerely,

Sarah Ortiz
Community and Economic Development Specialist



County of Northampton
Department of Community & Economic Development

Northampton County Human Services Building
2801 Emrick Blvd, 1st Floor Bethlehem, PA 18020
Phone (610) 829-6306 Fax (610) 559-3775

AGREEMENT

**BY
AND BETWEEN**

**COUNTY OF NORTHAMPTON
AND
NATIONAL MUSEUM OF INDUSTRIAL HISTORY**

AGREEMENT IDENTIFICATION NO.: CIPP2018-22

THIS AGREEMENT, entered into by and between the County of Northampton (hereinafter referred to as **COUNTY**), a County of the Third Class, principally located at 669 Washington Street, Easton, Pennsylvania, and National Museum of Industrial History, a Pennsylvania 501 (c)(3) non-profit corporation (hereinafter referred to as **RECIPIENT**), with offices located at 511 E. Third Street, Bethlehem, PA 18015, Commonwealth of Pennsylvania.

Witnesseth:

WHEREAS, the County Council of the County of Northampton established the Department of Community and Economic Development (hereinafter referred to as "**NCDCED**") by Ordinance No. 321 of 1998 and as amended by Ordinance No. 479 of 2007 which ordinances are incorporated by reference as though fully set forth, which is responsible, in part, for developing, implementing, and monitoring grants that enhance economic development, and improve the quality of life in the **COUNTY**; and

WHEREAS, the Pennsylvania Race Horse Development and Gaming Act, 4 Pa.C.S.A. §§ 1102, et seq. (the "**Act**") provides for a local share assessment to be made on the Gross Table Game Revenue of each licensed gaming facility located within the Commonwealth of Pennsylvania (the "**Commonwealth**"); and

WHEREAS, the Sands Casino Resort Bethlehem (the "**Casino**") is a Category 2 licensed facility under the Act and is located within the City of Bethlehem, County of Northampton, Pennsylvania; and

WHEREAS, Section 13A.63(b)(3)(iii)(A) of the Act requires that a designated portion of the Casino's Gross Table Games Revenue be distributed to the **COUNTY** for the purpose of funding economic development projects, community development projects, and other projects that are in the public's interest within the **COUNTY**; and

WHEREAS, the Council of the County of Northampton, through Resolution 134 of 2018 incorporated by reference as though fully set forth; has approved a portion of these funds to be used for this purpose; and

WHEREAS, the RECIPIENT acknowledges its responsibilities and adherence to any and all applicable COUNTY regulations in carrying out its responsibilities under this Agreement, the COUNTY has determined to make available funds in the amount of **Thirty Thousand Dollars and No Cents (\$30,000.00)**, for the **Outdoor Artifact & Demonstration Park Project** for use by RECIPIENT for the purposes set forth in RECIPIENT's "Project Scope of Work and Budget" (hereinafter referred to as "**PROJECT**") (a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**); and

WHEREAS, the Parties wish to set forth the duties and obligations of the RECIPIENT.

NOW, THEREFORE, the parties, intending to be legally bound hereby and for good and valuable consideration as further set forth herein, agree as follows:

Background

1. All "Whereas" clauses are incorporated herein, and made a part hereof, as though the same are fully set forth at length herein.

Scope of Services

2. The RECIPIENT agrees to perform the project activities, attached hereto and made a part hereof as **Exhibit A**, (PROJECT), under this Agreement ("**AGREEMENT**") with support of the COUNTY's Community Investment Partnership Program ("**CIPP**") up to but not to exceed the amount stated in the terms of AGREEMENT, Item 3, Page 2 of this AGREEMENT.

Terms of Agreement

3. The COUNTY shall designate a grant to RECIPIENT in the amount of **Thirty Thousand Dollars and No Cents (\$30,000.00)** for the services set forth in **Exhibit A**.
4. The term of this AGREEMENT shall commence **January 1, 2019** and end **June 30, 2020** ("**AGREEMENT Activity Period**"), subject to the other provisions of this AGREEMENT. The services enumerated under this AGREEMENT shall commence upon receipt of a "Notice to Proceed," as issued by the COUNTY to the RECIPIENT. Services shall be completed in accordance with the PROJECT described herein and made a part hereof as **Exhibit A**.
5. This AGREEMENT is not binding in any way, nor will the COUNTY be bound, until this document has been fully executed and received by the RECIPIENT. Any costs incurred by the RECIPIENT prior thereto are incurred at the RECIPIENT's risk. The date this document is executed by the COUNTY shall be the "**EXECUTION DATE**"
6. RECIPIENT will signify its agreement to conduct the PROJECT as described in **Exhibit A** when it executes this AGREEMENT.

7. The COUNTY will issue a "NOTICE TO PROCEED" to the RECIPIENT upon completion of compliance with National Environmental Policy Act review requirements, if required. **Proceeding with any "choice limiting" activities of this AGREEMENT prior to receipt by the RECIPIENT of the Notice to Proceed shall nullify the terms of this AGREEMENT. Further, the RECIPIENT shall not be entitled to recover costs for work completed.**
8. The COUNTY agrees to reimburse the RECIPIENT for approved, eligible project costs, as made a part hereof as **Exhibit A**, incurred during the AGREEMENT Activity Period. Any expenditure made by the RECIPIENT which is not in accordance with the terms of this AGREEMENT may be disapproved, and payment to the RECIPIENT adjusted accordingly. All costs in violation of the terms of this AGREEMENT shall be the sole responsibility of the RECIPIENT.
9. The COUNTY shall have the right to terminate this AGREEMENT at any time, for any reason, if the COUNTY determines termination of this AGREEMENT to be in its best interest. The RECIPIENT shall be paid for work completed satisfactorily and in compliance with all laws and regulations in accordance with this AGREEMENT, prior to the effective date of the termination, but in no event shall the RECIPIENT be entitled to recover costs incurred after that date or costs determined to be ineligible.

Payment Provisions

10. This AGREEMENT is contingent upon the availability of funds. In the event funds become unavailable at any time during the term of the AGREEMENT as would prevent the COUNTY from making payment under the terms and conditions of the AGREEMENT, the COUNTY may terminate the AGREEMENT without the assessment of any termination charges or financial penalties against the COUNTY, by providing written notice of intent to terminate to the RECIPIENT. If the COUNTY terminates this AGREEMENT due to the non-availability of funds, the COUNTY will pay the RECIPIENT for eligible work currently in progress, and RECIPIENT shall not begin any additional work or incur any additional costs under the AGREEMENT upon receipt of notification of intent to terminate by the COUNTY.
11. Subject to all other terms and conditions of this AGREEMENT, payment will be provided to RECIPIENT to reimburse eligible project costs within a reasonable timeframe, upon receipt by the COUNTY of itemized invoices supported by properly executed vouchers or other records indicating, in proper detail, the nature and propriety of the charge.
12. With respect to invoices, the COUNTY reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists. In such instances, the COUNTY may withhold payment only for that portion of the statement with which it disagrees. Further, it shall be the duty of the COUNTY to notify the RECIPIENT of any such disagreement or discrepancy as soon as possible. In instances in which discrepancy may be corrected by a new statement, the RECIPIENT shall submit a corrected statement within thirty (30) days for payment consideration by the COUNTY.

Modification

13. This AGREEMENT represents the entire agreement of the parties. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by Authorized officials of both the RECIPIENT and the COUNTY.
- A. Modification to this AGREEMENT includes any and all modification to the scope of work as attached hereto as **Exhibit A**.
 - B. The RECIPIENT shall submit project change-orders to the COUNTY to initiate approval of modification to any part of this AGREEMENT. Project modification requests shall include:
 - i. A narrative detailing the need for the modification; and
 - ii. A description of any new, modified, or deleted activities; and
 - iii. A revised project budget.
 - C. RECIPIENT shall submit copies of all project change-orders to the COUNTY for use in audit reviews. Additionally, RECIPIENT shall retain any financial records relating to the project for at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is greater.
14. In the event that the RECIPIENT is unable to complete the project within the terms of this AGREEMENT the RECIPIENT will notify the COUNTY in writing within sixty (60) days prior to the expiration date of this AGREEMENT. The COUNTY may extend the terms of this AGREEMENT at its sole discretion and will notify the RECIPIENT in writing of its decision.

In the event the RECIPIENT is unable to complete the project within the terms of this AGREEMENT, or pursuant to any extension granted by the COUNTY to the RECIPIENT in writing, the RECIPIENT shall be liable to the COUNTY for the amount of any funds unused or improperly used and shall return said funds to the COUNTY. In such event, the repayment shall include all interest, income, accumulations, and the monetary value equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted them.

General Conditions

15. The COUNTY and the RECIPIENT agree that all activities authorized by this AGREEMENT shall be performed in accordance with applicable statutes, regulations, conditions, directives, and guidelines as they pertain to the Community Development Programs of the COUNTY.

Open and Competitive Bidding

16. As a sub-grantee of funds awarded from a governmental entity, the RECIPIENT and all sub-recipients and vendors of the RECIPIENT shall bid and contract for services in an open and competitive manner in accordance with the County of Northampton's Administrative Code.
17. As per the COUNTY's requirements under the laws of the Commonwealth of PA, the following thresholds shall be used in determining the appropriate method for purchases made in whole or in part with the funds provided through this AGREEMENT:
- A. Small purchase procedures may be used as follows:
 - \$1.00 - \$1,000.00: one (1) quote

\$1,001.00 - \$6,000.00: three (3) quotes
\$6,001.00 - \$10,000.00: three (3) formal quotes
\$10,000 - \$24,999.00: three (3) Request for Quote forms

Competitive sealed bids must be used to procure goods or services **in excess of \$25,000** for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of services of a professional consultant, other than architectural or engineering services.

- B. For procurement involving architecture or engineering (A/E) services, RECIPIENT may use competitive proposal procedures whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. In these instances, price is not used as a selection factor. Under this method, once the most-qualified firm is identified, only that firm is asked for a price proposal that is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded. RECIPIENT must document the bases for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method may *not* be used for purchases other than A/E services. Additional services offered by architectural or engineering firms such as project management or grant writing may not be procured through competitive proposal.
 - C. Architects or engineers selected by municipalities may be reimbursed through this AGREEMENT only if documentation can be supplied that the firm had been selected using the appropriate procurement methodology within the previous three (3) years of the Start Date of this AGREEMENT.
 - D. RECIPIENT must exclude contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals from competing for such procurement.
18. RECIPIENT must provide to the COUNTY records upon request to detail the significant history of procurement. These records include, not are not limited to:
- A. performance of a cost or price analysis for every procurement action, including change orders;
 - B. files on the rationale for selecting the methods of procurement used and selection of contract type;
 - C. the contractor selection/rejection process;
 - D. proof of compliance with Minority-Owned and Women-Owned Business requirements and Section 3 requirements as applicable; and
 - E. the basis for the cost or price of a contract.
19. Rejection of bids is allowed as follows:
- A. RECIPIENT may reject all bids if bid price exceeds the cost estimate by more than ten (10) percent or the lowest bid exceeds the funds allocated for the project.
 - B. The COUNTY requires all bids contain sufficient documentation to verify compliance with this section. Additionally, bids determined to be unresponsive according to a more stringent threshold as established by the RECIPIENT for all bidders may be utilized. In no way can a

bid be accepted if it does not respond to the federal requirements as contained in this AGREEMENT.

20. RECIPIENT will ensure and document that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs as required under Executive Order 12549.

Subcontracts

21. It is the responsibility of the RECIPIENT to ensure subcontractors' compliance with the terms of this AGREEMENT. All provisions of this AGREEMENT "flow down" to sub-contractors. The term "subcontractors" shall include those vendors directly contracting with the RECIPIENT and any vendors contracting with the subcontractor to complete the PROJECT. All services must be procured and provided in accordance with this AGREEMENT. The RECIPIENT shall include/incorporate this AGREEMENT in all bid documents and contracts for the PROJECT. The RECIPIENT will maintain records sufficient to detail the significant history of procurement and subcontract administration. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
22. The RECIPIENT shall be responsible for inspection of all work of any subcontractor, engineer or architect working on the PROJECT and shall certify completion of work.
23. The COUNTY retains the right to inspect the work of any subcontractor, engineer or architect working on the PROJECT at any reasonable time.

Contractor Integrity

24. The RECIPIENT will make awards only to responsible subcontractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
25. The COUNTY shall automatically disapprove activities provided by a Subcontractor, without declaration, for all parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689; 48 C.F.R. § 9.404, and each agency's codification of the Common Rule for Non-procurement Suspension and Debarment. The RECIPIENT shall obtain a current list of suspended and debarred Federal and Commonwealth contractors by searching the internet at:

<https://www.dgs.internet.state.pa.us/de>

<https://www.sam.gov>

It is the responsibility of the RECIPIENT to notify the COUNTY of any such suspension or debarment within seven (7) days of the date of notice of suspension or debarment by the Commonwealth.

Reporting Requirements

26. In accordance with 65 P.S. §§ 67.101-3104, Pennsylvania's Right to Know Law, the RECIPIENT will maintain records in a manner that allows the COUNTY to provide reasonable access to citizens regarding its assisted activities and management.
27. The RECIPIENT shall submit semi-annual reports regarding fiscal information and activity progress to the COUNTY. Reports are due **July 31** and **January 31** of each year in which this AGREEMENT remains in effect, and upon completion of the PROJECT, within sixty (60) days of receipt of final payment. Reports may be found at: <http://www.northamptoncounty.org>.
28. The RECIPIENT shall submit, at such time and in such form as may be prescribed, truthful and accurate information that the COUNTY may deem necessary.
29. The COUNTY, in its sole discretion, may undertake monitoring of the PROJECT. The RECIPIENT shall cooperate with any monitoring and provide any documents or information requested by the COUNTY.

Fiscal Responsibilities

30. The fiscal administration of this AGREEMENT shall be subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by the COUNTY or any other governmental entity. The RECIPIENT understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this AGREEMENT. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures incurred under this AGREEMENT are for allowable purposes and that documentation is readily available to verify that the charges are accurate.
31. The COUNTY, in its sole discretion, may undertake an inspection and/or audit of the financial records of the RECIPIENT, and any contractors, subcontractors, engineers, or architects relating to the PROJECT. The RECIPIENT shall provide the COUNTY with full and complete access to all records relating to the PROJECT funded through this AGREEMENT and to all persons who were involved in the PROJECT.
32. The RECIPIENT shall retain all records pertinent to this AGREEMENT, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.
33. The RECIPIENT hereby certifies, as a condition precedent to the execution of this AGREEMENT and as an inducement for the COUNTY to execute same, it is not "delinquent" on any taxes owed to the COUNTY, local municipality, School District, the Commonwealth of Pennsylvania, or the Federal government nor is RECIPIENT nor any subcontractors or suppliers delinquent in the payment of taxes, or other Commonwealth obligations. Should the RECIPIENT become delinquent on any taxes or other obligations owed to the COUNTY, local municipality, School District, Commonwealth, or

Federal government during the term of this AGREEMENT, the RECIPIENT may be deemed to be in breach of this AGREEMENT by the COUNTY and, in addition to any other remedies at law for such breach, the COUNTY may suspend any and all future payments due to the RECIPIENT for eligible project costs until said taxes are paid in full.

AGREEMENT Audit and Closeout Requirements

34. The RECIPIENT shall comply with all federal and state audit requirements including 2 CFR 200, as amended and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the RECIPIENT is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, RECIPIENT is required to have an audit made in accordance with the provisions of 2 CFR 200.
- A. If RECIPIENT is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year received either directly from the federal government or indirectly from a recipient of federal funds, RECIPIENT is required to have a program-specific audit made in accordance with the provisions of 2 CFR 200, and in accordance with the laws and regulations governing the programs in which it participates.
- B. If RECIPIENT expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state matching funds which supplement such awards, and to provide access to such records to federal and state agencies or their designees.
35. The RECIPIENT is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. The Federal Single Audit Act of 1984 (31 U.S.C. § 7501 et. seq., as amended) precludes public accountants licensed in the Commonwealth from performing audits of Federal awards.
36. Audit working papers and audit reports shall be retained by RECIPIENT's auditor for a minimum of three (3) years from the date of issuance of the audit report. Audit working papers shall be made available upon request to authorized representatives of the COUNTY, the federal funding agency, or the General Accounting Office.
37. The RECIPIENT shall submit one (1) copy of the audit report package to the NCD CED for each year in which this AGREEMENT is effective. The audit report package shall include:
- Financial statements and schedule of expenditures of federal awards;
 - Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs;
 - Summary schedule of prior audit findings;
 - Corrective action plan; and
 - Management letter comments.

In instances where a Federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and 2 CFR 200.

Acknowledgement of Assistance

38. The financial assistance provided by the COUNTY, as well as any state or federal sources related to this AGREEMENT, must be acknowledged as follows:
- A. Any materials funded under this AGREEMENT must have the following acknowledgement citation (**This program is being funded in whole or in part with funding from the Community Investment Partnership Program through the County of Northampton Department of Community & Economic Development.**) on any material(s) created.
 - B. Acknowledgement examples include: improvements to public facilities that were planned, purchased, constructed, renovated, and/or rehabilitated under this AGREEMENT shall include the acknowledgement citation on permanent signage at the public facility where it can be readily viewed by the public.
 - C. Events planned or conducted under this AGREEMENT shall include the citation as listed in #38-(A) above in any marketing materials.
 - D. Operational support that is subsidized under this AGREEMENT shall include the citation acknowledgement being referred to at events and included within any organizational and donor recognition publications.
 - E. Specific state or federal funder acknowledgements, requirements, or signage requirements specific to certain programs is contained in this AGREEMENT.

Indemnification, Hold Harmless and Insurance

39. The RECIPIENT and any sub-contractor under this AGREEMENT agree to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from any and all losses, claims, costs or damages, including reasonable counsel fees, resulting from RECIPIENT's performance under this AGREEMENT, including but not limited to:
- Breach of this AGREEMENT by RECIPIENT;
 - Professional error or omission, fault or negligence by the RECIPIENT or by its employees, servants, agents, contacts, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of this AGREEMENT; and
 - General public liability and malpractice claims arising in connection with the business or activities of the RECIPIENT in the performance of this AGREEMENT.
40. The RECIPIENT shall provide insurance coverage and limits as described below. All insurance carried by RECIPIENT must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the COUNTY. RECIPIENT should note that any lack of insurance coverage does not negate any obligations under this Agreement. RECIPIENT shall maintain insurance coverage, at a minimum of \$1,000,000 for each occurrence, as follows:
- A. Property insurance,
 - B. Commercial General Liability Insurance. RECIPIENT shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and

Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement.

- C. Automobile Liability Insurance. RECIPIENT shall at all times carry Automobile Liability Insurance when transportation is involved in providing any service, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage for RECIPIENT'S vehicles, whether owned, hired, or non-owned.
- D. Professional Liability/Errors and Omissions Insurance. RECIPIENT and/or its subcontractors shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the COUNTY prior to commencement of the Work.
- E. Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, RECIPIENT shall provide "tail" coverage at the completion of this AGREEMENT for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following AGREEMENT completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this AGREEMENT.
- F. Umbrella Coverage-Certificate of Excess Liability. The COUNTY will accept Umbrella Coverage to the Contractor's General Liability, Automobile, and Employer's Liability limits. The Umbrella policy may be used to provide excess liability in the aggregate to the Agreement's insurance limits as required by the COUNTY. A Certification of Insurance must provide evidence of an excess policy providing the additional limits of coverage. The Umbrella coverage levels of excess liability must be dedicated to this Agreement requirement.

- 41. The insurance coverage specified above must include the COUNTY as additional insured on said policies as follows: "The COUNTY, its agents, officers, elected officials and employees all while acting in their official capacity as such" must be named as additional insured's on all insurance, other than worker's compensation insurance and professional liability insurance, required under the AGREEMENT. The additional insured status must include both ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include "cross-liability" coverage as provided under the standard ISO forms "Separation of Insured" clause. A declaration of said insurance coverage shall be submitted to the COUNTY prior to execution of the AGREEMENT. The insurance coverage shall be maintained by RECIPIENT for the entire period of the AGREEMENT at RECIPIENT's sole cost and expense.
- 42. Upon completion of the PROJECT, the RECIPIENT shall hold the COUNTY harmless from all lawsuits, claims, and/or complaints regarding construction practices and/or problems resulting from the construction work.
- 43. For construction or facility improvement contracts or subcontracts exceeding \$100,000, the grantee must ensure that its procurement meets the minimum requirements of the COUNTY for bid guarantees, performance bonds, and payment bonds. These include:
 - A. A bid guarantee from each bidder equivalent to 5% of the bid price. The bid guarantee must be a firm commitment in the form of a bid bond, certified check or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount;

- B. A performance bond from the contractor for 100% of the contract price to secure the contractor's fulfillment of all obligations under the contract; and
- C. A payment bond from the contractor for 100% of the contract price, to assure payment of all persons supplying labor and material under the contract.

44. If any claim is made against the COUNTY which would give rise to a right of indemnification by COUNTY from RECIPIENT, COUNTY will give notice thereof to RECIPIENT. The COUNTY may permit the RECIPIENT to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for RECIPIENT, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit RECIPIENT to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent of the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.
45. It is expressly understood by RECIPIENT that Pennsylvania state statute, specifically 42 Pa. C.S.A. § 8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damage in an action against RECIPIENT.

INTERPRETATION

46. RECIPIENT agrees to waive the general rule of interpretation that, in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document. It is declared to be the intention of RECIPIENT and COUNTY that the public health, safety and welfare be protected and furthered by the AGREEMENT. Therefore, this AGREEMENT is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

WAIVER

47. No waiver by COUNTY of any breach of this AGREEMENT shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this AGREEMENT or addenda.
48. Undue Influence: The RECIPIENT agrees not to hire any County personnel who has exercised discretion in the awarding, administration or continuance of this contract for up to and including one year following the termination of the employee from County Service. Failure to abide by this provision shall constitute a breach of this contract.
49. Conflict of Interest - The RECIPIENT agrees to notify in writing the COUNTY as soon as the RECIPIENT learns that:
- (1) A current employee of the county has commenced, or is intending to commence, employment with the RECIPIENT while continuing to maintain COUNTY employment, or
 - (2) A current employee of the COUNTY has performed, or is intended to perform, services to the RECIPIENT as an independent contractor while continuing to maintain COUNTY employment. Any written notice required to be given under this section shall specify the

COUNTY employee's name, the nature of the county employee's employment, or the subject of the COUNTY employee's contract with the RECIPIENT and the date on which the COUNTY employee's employment or contract with the RECIPIENT commenced.

50. Breach of Agreement:

(1) The RECIPIENT agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this agreement.

(2) When a breach of agreement has occurred, the COUNTY, in the exercise of its discretion, may allow the RECIPIENT a specific period of time to correct its breach of the contract. Such period of time shall not exceed thirty (30) days.

(3) If RECIPIENT does not correct its violation of the contract as specified, the COUNTY may terminate the agreement in whole or in part of such termination is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on:

Attest:

COUNTY OF NORTHAMPTON

Sarah Ortiz

By:

L. McClure
Hon. Laymont G. McClure, County Executive

2-14-19
Date

Attest:

NATIONAL MUSEUM OF INDUSTRIAL HISTORY

M. Kelly

Kara Mohsinger
Chief Official (sign)

Kara Mohsinger
Chief Official (print)

1/24/2019
Date

REVIEWED BY:
<u>MFC</u> SOLICITOR
<u>B</u> DCED DIRECTOR
<u>MDH</u> DCED STAFF
PREPARED BY:
<u>S.O.</u> S. ORTIZ

EXHIBIT A

PROJECT SCOPE AND BUDGET



COMMUNITY INVESTMENT PARTNERSHIP PROGRAM 2018 APPLICATION

FULLY COMPLETE ALL SECTIONS

Project Overview

Municipality/Organization Name: National Museum of Industrial History
 One-line Description of Project: Outdoor Artifact & Demonstration Park
 Address of Project Site: Museum Outdoor Plaza at 602 East Second St. Bethlehem, PA 18015

Chief Official's Name and Title:

Grant Administrator (Must be employed by the applying municipality/organization)

Contact Person Name and Title: Megan Pildis, Director of Development
 Address: 511 East 3rd St, Suite 270 City, State, Zipcode: Bethlehem, PA 18015
 Phone: 610-694-6636 Email: mpildis@nmih.org

Project Contact (If different from above. May be engineering firm or consultant)

Organization Name: _____
 Contact Name: _____
 Address: _____ City, State, Zipcode: _____
 Phone: _____ Email: _____

Budget Overview

a. 2018 CIPP Request:	\$ <u>38,715</u>
b. Federal funds committed to project (program and amt.)	_____ \$ _____
c. State funds committed to project (program and amt.)	_____ \$ _____
d. Local funds committed to project (program and amt.)	<u>RDA</u> \$ <u>30,000</u>
e. Private/other funds committed to project (program and amt.)	<u>NMIH</u> \$ <u>8,715</u>
f. Subtotal of non-County funds committed to project	\$ <u>38,715</u> \$ <u>38,715</u>
g. Please indicate if other County funds are committed to the project:	
Source and amount (e.g., Hotel Tax, Gaming, Other Grants, etc.)	Hotel Tax \$ <u>24,234</u>
<hr style="border-top: 3px double #000;"/>	
h. Total Project Cost:	\$ <u>101,664</u>

Has this project received past Northampton County funds? Yes No Amount: \$ 24,234

Expected Timeframe

Proposed Start Date of Activity: 1/1/2019 Proposed Completion Date: 12/31/2019
 (Project may not exceed 18 months from start date)

CIPP Project Type

All projects must fall into one of the following categories.

Select a program:

- Façade
- Capital Improvements
- Operations
- Community Planning

Please list the census tract 113 and block group(s) 1040 in which the project will occur.

1. Project Narrative

The Outdoor Artifact & Demonstration park at the National Museum of Industrial History(NMIH) will extend the educational space that begins in the museum's interior galleries, engage the local community, improve first impressions of the Museum, add to the "curb appeal" of the SteelStacks campus, and increase tourism through unique live demonstrations, special programs and artifact displays that ignite curiosity and excitement. The park will utilize large artifacts from Northampton County's Slate Belt, Bethlehem Steel's Bethlehem Plant, Homer Research Laboratories, and other industrial sites to tell a meaningful story about the important processes of stone and steel production in the Lehigh Valley. This area will also feature the beloved Bethlehem Steelworkers Veterans Memorial.

The park is situated on the former Bethlehem Steel brownfield site that is now the Museum's outdoor plaza between historic buildings and busy roads, well within half a mile of nearby bus stops and greenways/ walkways that visitors can walk to/from. The space allows the Museum to do things that cannot be done inside our climate-controlled building, such as operate diesel locomotives, smelt iron, and split stone. The Park will allow visitors to become participants and creators, learning skills and even taking home a new piece of history that they create. Tours, programs and demonstrations will take place year-round and will exemplify the typical industrial work of local industries. With the addition of the Steelworkers Veterans Memorial, Memorial Day and Veterans Day services will be celebrated by veterans, families and the community.

The Museum has already leveraged the space and artifacts to do temporary events and demonstrations, but a firmer footing is literally needed in order to make such offerings available on a larger scale and to provide a larger and safer congregation area for the Steelworkers Veterans Memorial.

In its initial phase, the Northampton County Hotel Tax grant supplied the funds needed to grade and surface the area for safe foot passage. CIPP funds will specifically be utilized for the process of engineering, designing, and constructing foundations to display some of the Museum's most historically significant local industrial artifacts in a relevant and safe manner. The first concrete foundation pad will display a miniature Basic Oxygen Furnace (BOF) used in Bethlehem Steel's research lab to produce two tons of steel at a time for experimental and testing purposes. Along with the electric arc furnace and two pallet size induction furnaces on display, these are the only actual steelmaking furnaces preserved from the Bethlehem, PA, area facilities of Bethlehem Steel and the BOF will be one of only two examples preserved in the United States. As a top-heavy artifact weighing approximately 40,000 pounds, the BOF can actually tilt to simulate the pouring of steel. It is vital to have a professionally designed and built foundation that will allow the artifact to be displayed safely and permanently. Four additional concrete foundation pads will display complimentary steel industry artifacts such as an ingot mold, iron hoist, compressor and pour ladle that will help tell the story of steelmaking in Northampton County.

2. Project Budget, Budget Narrative and Attachments

The overall budget for the larger Outdoor Artifact & Demonstration Park at the National Museum of Industrial History is \$390,376. Funds in the amount of \$24,234 were awarded through the Northampton County Hotel Tax grant program for the preliminary grading and surfacing of the area. Additional funds in the amount of \$250,000 has been requested through the PA DCED Greenways, Trails and Recreation Program for additional paving, fencing, planting and park furnishings.

NMIH is requesting \$38,715 in support of the Outdoor Artifact & Demonstration park through the CIPP grant program. This funding will be applied specifically to the costs associated with installing concrete foundation pads to securely display artifacts related to the steelmaking industry.

Matching funds have been committed at a minimum of \$30,000 from the Bethlehem Redevelopment Authority to cover the costs involved with the Steelworkers Veterans Memorial relocation and Roundhouse Crane relocation, restoration and installation. Additional matching funds to manage the overall project in the amount of \$8,715 will come from the NMIH Operating Budget.

3. Required attachments:

- For all construction projects, attach an itemized cost estimate from a qualified professional showing all costs, including engineering.
- For all staffing expenses, attach an itemization of costs by employee. Use the Uses and Sources spreadsheet for reference.
- Attach a project time line tracking key activities and dates of the project and outcomes.
- For Façade grants only: attach design guidelines, policies and procedures.
- Attach a letter of support from the highest ranking elected official indicating the municipality's support for the project.
- Attach map(s) of sufficient size and quality to describe the project location relative to the project.
- Attach copies of the municipality's/organization's previous year's audited or accountant-prepared financial statements.
- For non-profits only: attach a brief description of your organization including the mission statement, population served, measurable outcomes and any other information that is relevant to understanding the goals of the organization.
- For non-profits only: include a W-9 and documentation of non-profit status

4. Matching Funds:

- Include evidence of matching resources, if applicable. Matching funds are cash, goods and/or services that leverage the revenue listed on the application. Evidence can be demonstrated in the form of award letters from federal and state agencies, private funds commitments, financial institutions and local government commitments. Matching resources in the form of goods or services in-kind may not exceed 50% of the total project match amount.

A minimum \$1 cash match for every \$1 granted is required for Capital Improvement, Façade and Operational Grant applications. A minimum \$1 cash match for every \$2 granted is required for Planning Grant applications. Applications with a match source exceeding the minimum requirement will be scored higher in the evaluation process.

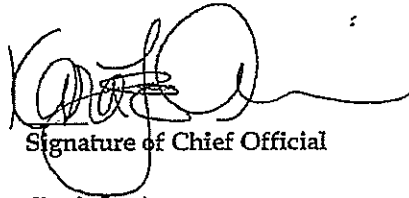
5. Optional Attachments

- Submit no more than eight (8) digital photo(s) of the project site.
- Submit any designs, renderings, and/or engineering plans as applicable.
- List any permits that have been obtained or are anticipated to be required.

Certifications and Official Authorization

I, Kara Cenni, hereby certify that all parts of this application and all required attached documents are accurate to the best of my knowledge. I also certify that:

- I understand all grant funding is provided through the Northampton County local share assessment of gross table games revenue under the Pennsylvania Race Horse Development and Gaming Act, 4 Pa C.S.A §§ 1102, et seq., therefore all projects must comply with applicable PA laws with regard to grant funding. This includes but is not necessarily limited to prevailing wage provisions for construction projects above \$25,000 and competitive procurement practices.
- If selected to receive Community Investment Partnership Program Grant funds, the project will be operated in accordance with all applicable laws and regulations.
- I have read this Application and Application Guide in its entirety.
- I am authorized by the municipality or organization identified within to submit this application.
- The proposed project will not result in temporary or permanent displacement of any family, individual, business, non-profit organization or farm, or any of their personal property.
- By submitting this application, our municipality/organization agrees to reimburse the County of Northampton for any expenditures paid by the County that are determined by NC DCED to be ineligible under CIPP program guidelines.



Signature of Chief Official

Kara L. Cenni
Print or type name

7/13/2018

Date

President & CEO

Title

To Apply:

Please visit the NCDCEG Grant and Loan Programs web page at <https://www.northamptoncounty.org/CMTYECDV/Pages/Apply-for-Funding.aspx> and download all applicable documents associated with the funding announcement. In addition, all applicants are required to register in the NCDCEG County Relationship Manager (CRM) and submit electronic applications through the web. PLEASE CLICK HERE TO REGISTER. Within 1-2 business days you may upload and submit your electronic application forms through the CRM application. Click on the apply button located next to the applicable funding program on the NCDCEG Grant and Loan Programs web page to access the CRM application.

The deadline for submitting a full application is Friday, July 13, 2018 @ 4:00 P.M

Sarah Ortiz

From: Megan Pildis <mpildis@nmih.org>
Sent: Wednesday, August 01, 2018 2:18 PM
To: Sarah Ortiz
Subject: RE: 2018 CIPP Application

Apologies for the delay, Sarah! We had only intended the funding from RDA and our operating budget to be considered as match for this specific grant, but included the Hotel Tax funds from previous year as well as the request through the GRTP grant program to provide the full picture. The RDA funds have already been committed.

We have envisioned the overall project in such a way that it can be done in phases. Should we not receive the GRTP funding, it would not affect moving forward with the artifact foundations and the relocation of the veterans memorial and roundhouse crane. Should only partial funding be awarded through the CIPP grant, we will reduce the amount of foundation pads installed or cover the balance with our operating budget. Thanks to the Hotel Tax award from last year, the surfaces will be graded and prepared for safe foot travel and we will be able to make the park available to the public for tours and programming.

If you need further clarification, let me know and I can arrange for a conference call with our President & CEO.

Many thanks!

Megan Pildis
Director of Development
National Museum of Industrial History
511 East Third Street, Suite 270
Bethlehem, PA 18015
Office Direct: 610-694-6636
Cell: 610-428-3053
www.nmih.org

From: Sarah Ortiz <SORTiz@northamptoncounty.org>
Sent: Wednesday, August 1, 2018 2:02 PM
To: Megan Pildis <mpildis@nmih.org>
Subject: FW: 2018 CIPP Application

Hello Megan.
I just wanted to follow up on the below email. Please advise when you have a chance.

Thank you,

Sarah Ortiz
Community & Economic Development Specialist
610-829-6308

From: Sarah Ortiz
Sent: Thursday, July 26, 2018 11:57 AM
To: Megan Pildis <mpildis@nmih.org>

**CIPP
Sources and Uses
Budget Spreadsheet**

Date: 11/19/2018 Project Manager: Kara Mohsinger, National Museum of Industrial History
 Project Name: Outdoor Demonstration & Artifact Park Phone: 610-694-6630
 Applicant: National Museum of Industrial History E-Mail: kmohsinger@nmih.org
 Total Project Cost: \$212,932 Total Grant Requested: \$30,000

Funding Source	Community Investment Partnership Program	Commonwealth of Pennsylvania	City of Bethlehem Redevelopment Authority	Northampton County	NMIH	(Insert Funding Source)	Total
Funding Type		DCED: GTRP		Hotel Tax 2017	Operating Funds		
Acquisition							
Land							\$ -
Buildings							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Construction							
New Construction	\$ 24,410	\$ 104,000	\$ 25,000	\$ 18,590			\$ 172,000
Rehabilitation/Renovation							\$ -
Leasehold Improvements							\$ -
Subtotal	\$ 24,410	\$ 104,000	\$ 25,000	\$ 18,590	\$ -	\$ -	\$ 172,000
Public Works/Utility Construction							
Roads/Streets							\$ -
Parking							\$ -
Water/Sewer							\$ -
Utilities							\$ -
Demolition							\$ -
Excavation/Grading	\$ 3,840	\$ 2,000					\$ 5,840
Environmental Clean-up							\$ -
Other Public Capital Improvement i.e Parks							\$ -
Subtotal	\$ 3,840	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 5,840
Inventory and Equipment							
New Equipment Purchase							\$ -
Used equipment Purchase							\$ -
Upgrade Existing							\$ -
Installation/Building Modification							\$ -
Vehicles							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Working Capital							
Working Capital							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs							
Salary/Fringe Benefits					\$ 3,698		\$ 3,698
Training/Technical Assistance							\$ -
Consumable Supplies							\$ -
Travel							\$ -
Promotion							\$ -
Office Equipment							\$ -
Rent							\$ -
Utilities							\$ -
Audit							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 3,698	\$ -	\$ 3,698
Related Costs							
Professional Services/Consultants		\$ 4,000			\$ -		\$ 4,000
Engineering	\$ 1,250	\$ 10,000	\$ 5,000	\$ 5,644			\$ 21,894
Inspections							\$ -
Fees	\$ 500						\$ 500
Insurance							\$ -
Environmental Assessment		\$ -					\$ -
Legal Costs							\$ -
Closing costs							\$ -
Contingencies		\$ 5,000	\$ -	\$ -			\$ 5,000
Subtotal	\$ 1,750	\$ 19,000	\$ 5,000	\$ 5,644	\$ -	\$ -	\$ 31,394
Other							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals	\$ 30,000	\$ 125,000	\$ 30,000	\$ 24,234	\$ 3,698	\$ -	\$ 212,932

**CIPP
Sources and Uses
Budget Spreadsheet**

Date: 7/13/18 Project Manager: Kara Cenni, National Museum of Industrial History
 Project Name: Outdoor Demonstration & Artifact Park Phone: 610-694-6630
 Applicant: National Museum of Industrial History E-Mail: kcenni@nmih.org
 Total Project Cost: \$38,715 Total Grant Requested: \$38,715

Funding Source	Community Investment Partnership Program	Commonwealth of Pennsylvania	City of Bethlehem Redevelopment Authority	Northampton County	NMIH	(Insert Funding Source)	Total
Funding Type		DCED: GTRP		Hotel Tax 2017	Operating Funds		
Land							\$ -
Buildings							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Construction	\$ 32,960	\$ 198,967	\$ 25,000	\$ 18,590			\$ 275,517
Rehabilitation/Renovation							\$ -
Leasehold Improvements							\$ -
Subtotal	\$ 32,960	\$ 198,967	\$ 25,000	\$ 18,590	\$ -	\$ -	\$ 275,517
Roads/Streets							\$ -
Parking							\$ -
Water/Sewer							\$ -
Utilities							\$ -
Demolition							\$ -
Excavation/Grading	\$ 4,005	\$ 5,000					\$ 9,005
Environmental Clean-up							\$ -
Other Public Capital Improvement i.e Parks							\$ -
Subtotal	\$ 4,005	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 9,005
New Equipment Purchase							\$ -
Used equipment Purchase							\$ -
Upgrade Existing							\$ -
Installation/Building Modification							\$ -
Vehicles							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Working Capital							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salary/Fringe Benefits					\$ 3,698		\$ 3,698
Training/Technical Assitance							\$ -
Consumable Supplies							\$ -
Travel							\$ -
Promotion							\$ -
Office Equipment							\$ -
Rent							\$ -
Utilities							\$ -
Audit							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 3,698	\$ -	\$ 3,698
Professional Services/Consultants		\$ 5,000			\$ 5,017		\$ 10,017
Engineering	\$ 1,250	\$ 22,392	\$ 5,000	\$ 5,644			\$ 34,286
Inspections							\$ -
Fees	\$ 500						\$ 500
Insurance							\$ -
Environmental Assesment		\$ 5,000					\$ 5,000
Legal Costs							\$ -
Closing costs							\$ -
Contingencies		\$ 9,948	\$ -	\$ -			\$ 9,948
Subtotal	\$ 1,750	\$ 42,340	\$ 5,000	\$ 5,644	\$ 5,017	\$ -	\$ 59,751
Other							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals	\$ 38,715	\$ 246,307	\$ 30,000	\$ 24,234	\$ 8,715	\$ -	\$ 347,971

**CIPP
Sources and Uses
Salary Line Backup**

Date: 7/13/18
Project Name: Outdoor Demonstration & Artifact Park
Applicant: National Museum of Industrial History
Total Project Cost: \$38,715
Project Manager: Kara Cenni, National Museum of Industrial History
Phone: 610-694-6630
E-Mail: kcenni@nmih.org
Total Grant Requested: \$38,715

Salary/Fringe Benefits	
Kara Cenni, President & CEO (Salary)	\$ 3,029
Kara Cenni, President & CEO (Fringe Benefits)	\$ 669
Total	\$ 3,698

**National Museum of Industrial History – Outdoor Artifact & Demonstration Park
Timeline**

January 2019 Initiate Design & Engineering

April 2019 Commence Construction Project

December 2019 Completion of Construction Project

18TH DISTRICT
LISA M. BOSCOLA
SENATE BOX 203018
THE STATE CAPITOL
HARRISBURG, PA 17120-3018
717-787-4236
FAX: 717-783-1257

ONE EAST BROAD STREET • SUITE 120
BETHLEHEM, PA 18018
610-868-8687
FAX: 610-861-2184
TOLL FREE: 1-877-333-1818

1701 WASHINGTON BOULEVARD
EASTON, PA 18042
610-250-5627 • 610-250-5629
FAX: 610-250-1889

WEST CATASAUQUA PROFESSIONAL BUILDING
2123 NORTH FIRST AVENUE, SUITE A-4
WHITEHALL, PA 18052
610-268-2117
FAX: 610-268-2189

Democratic Policy Committee Chair



Senate of Pennsylvania

COMMITTEES

CONSUMER PROTECTION & PROFESSIONAL
LICENSURE, MINORITY CHAIR
BANKING & INSURANCE
COMMUNITY, ECONOMIC
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INVESTMENT AUTHORITY (PENNVEST)

COMMUNITY COLLEGE CAUCUS, CO-CHAIR
ECONOMY, BUSINESS &
JOBS CAUCUS, CO-CHAIR
LEGISLATIVE BICYCLE CAUCUS, CO-CHAIR

TWITTER: @senlisaboscola
WEB: www.senatorboscola.com

June 13, 2018

Honorable Dennis M. Davin, Secretary
PA Department of Community and Economic Development
400 North Street, 4th Floor
Commonwealth Keystone Building
Harrisburg, PA 17120-0225

Dear Secretary Davin:

Please accept this correspondence to lend my full support for the National Museum of Industrial History's grant application through the Greenways, Trails and Recreation Program for its Outdoor Demonstration and Artifact Park-Phase 2 project (Single Application ID: 201805316023).

The National Museum of Industrial History's vision, in affiliation with the Smithsonian Institute, is "to forge a connection between America's industrial past and the innovations of today by educating the public and inspiring the visionaries of tomorrow." In furthering its mission NMIH is proposing Phase 2 improvements to its Outdoor Demonstration and Artifact Park that will increase usable space by over 12,000 square feet and include most importantly the relocation of the Steelworker Veterans Memorial and the Southside Roundhouse Crane relocation along with promenade and plaza paving, perimeter fencing, plantings and park furnishings.

NMIH is a valuable regional, state and national asset that will continue to educate about the impact on nation's past industrial successes and inspire creative minds to be successful industry leaders in the future. This project will make the museum an even greater asset to the Lehigh Valley and our Commonwealth, and therefore, has my full support.

Thank you for the opportunity to advise you of this important project and my support of it. Should you have any questions regarding my support for this project, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lisa M. Boscola".

Lisa M. Boscola
State Senator - 18th District

LMB/sjd

16TH DISTRICT
PATRICK M. BROWNE

SENATE BOX 203016
281 MAIN CAPITAL BUILDING
HARRISBURG, PA 17120-3016
(717) 787-1349
FAX: (717) 772-3458

EMAIL: pbrowne@psen.gov
WEBSITE: senatorbrowne.com

Appropriations Chairman



Senate of Pennsylvania

COMMITTEES

BANKING & INSURANCE
EDUCATION
FINANCE
TRANSPORTATION
POLICY

Honorable Dennis M. Davin, Secretary
PA Department of Community and Economic Development
400 North Street, 4th Floor
Commonwealth Keystone Building
Harrisburg, PA 17120-0225

Dear Secretary Davin,

I write in support of the National Museum of Industrial History's grant application for its Outdoor Demonstration and Artifact-Phase 2 Project through the Greenways, Trails and Recreation Program.

The National Museum of Industrial History (NMIH) is a valuable historic and educational asset to the Lehigh Valley and the Commonwealth by providing educational and recreational attractions at its Southside Bethlehem campus within the historic Bethlehem Steel site. NMIH prides itself on developing "a premiere history museum which will tell the story of America's industrial achievements and accomplishments of its workers, innovators, and entrepreneurs."

Phase 2 improvements to the NMIH Outdoor Demonstration and Artifact Park, which will be open to the public, will increase the useable area for visitors by over 12,000 square feet. The park will also be the new home for both the Steelworker Veterans Memorial and the historic Southside Roundhouse Crane. This grant funding will help with the essential park infrastructure construction to enable visitors to enter the artifact display area of the park safely and ensure it complies with the Americans with Disabilities Act (ADA).

Thank you in advance for your consideration of this important historical asset and its continued development. Please feel free to contact me with any questions you have.

Sincerely,

Pat Browne
Chairman, Senate Appropriations Committee
16th Senatorial District

MAIN DISTRICT OFFICE
702 W. HAMILTON STREET, SUITE 101, ALLENTOWN, PA 18101-2471
(610) 821-8488 • FAX (610) 821-8788

PLEASE VISIT SENATOR BROWNE'S WEBSITE AT SENATORBROWNE.COM FOR HIS SATELLITE OFFICE LOCATIONS

MEMBERS OF AUTHORITY
EARL BETHEL
DENNIS R. CUNERD
RONALD R. HECKMAN
JASON R. HENNINGER
CHRISTOPHER T. SPADONI, ESQ.

**REDEVELOPMENT AUTHORITY
OF THE CITY OF BETHLEHEM**

10 East Church Street
Bethlehem, PA 18018-6085
(610) 865-7055
Fax (610) 865-7330
TDD (610) 865-7086

TONY HANNA
Executive Director
MICHAEL E. RISKIN, Esq.
Solicitor
HEATHER M. BAMBU
Secretary

May 31, 2018

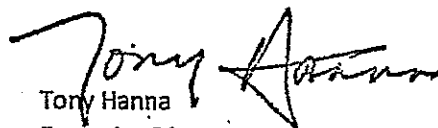
Scott Dunkelberger, Executive Director of CFA
PA Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17102

**RE: Outdoor Demonstration and Artifact Park – Phase 2,
National Museum of Industrial History
City of Bethlehem, PA
DCED Grant Application – Web ID #8160591**

Dear Director Dunkelberger:

The Bethlehem Redevelopment Authority commits a match of a minimum of \$30,000 in cash toward design and construction costs against the total estimated project cost of \$304,000 for Phase 2 improvements to the National Museum of Industrial History's (NMIH) Outdoor Demonstration and Artifact Park. NMIH is a non-profit organization that provides education and recreation attractions at its southside Bethlehem campus within the historic Bethlehem Steel works site. Phase 2 improvements include: promenade parking; plaza paving; perimeter fencing; Steelworker Veterans Memorial relocation; Southside Roundhouse Crane relocation; planting and park furnishings.

Sincerely,


Tony Hanna
Executive Director

Outdoor Demonstration and Artifact Park – Phase 2, National Museum of Industrial History				
Estimated Costs of Development 5-30-18				
				DCED WEB ID # 8160591
Total Estimated Project Costs				\$ 304,231
Construction Contingency (10%)				\$ 30,423
Final Design and Engineering (10%)				\$ 30,423
Phase 2 Improvements				\$ 259,526
Mobilization (3%)				\$ 7,108
Construction Surveying (3%)				\$ 4,739
Erosion and Sedimentation Control (3%)				\$ 4,739
Item No.	Work Item	Quantity	Unit Cost	Total Item Cost
1.0 Promenade Paving (artifact display area)				
	6" Aggregate Subbase (below concrete)	240	SY	\$ 11.00 \$ 2,640
	6" Concrete pad with WMM	2,150	SF	\$ 12.00 \$ 25,800
	Demolish Existing Asphalt Paving	500	SF	\$ 10.00 \$ 5,000
	Demolish Existing Lighting	2	EA	\$ 250.00 \$ 500
				Sub Total \$ 33,940
2.0 Plaza Paving				
	Aggregate subbase (below stone dust surface)	120	CY	\$ 50.00 \$ 6,000
	Stone Dust	120	CY	\$ 50.00 \$ 6,000
	Aggregate Subbase (below plaza pavers)	100	SY	\$ 11.00 \$ 1,100
	Plaza Pavers (Added)	660	SF	\$ 28.00 \$ 24,080
	6" Aggregate Subbase (below Memorial Pad)	80	SY	\$ 11.00 \$ 880
	6" Concrete Pad 20 x 20 with WMM (Display multi-use pad)	400	SF	\$ 12.00 \$ 4,800
	6" Concrete Pad with WMM - Steelworkers Veterans Memorial	375	SF	\$ 12.00 \$ 4,500
				Sub Total \$ 47,360
3.0 Perimeter Fencing				
	Woven Wire Mesh Fencing	430	LF	\$ 80.00 \$ 34,400
	Gates-Siding (2) 20' Opening	2	EA	\$ 1,500.00 \$ 3,000
				Sub Total \$ 37,400
4.0 Steelworker Veterans Memorial Relocation				
	Moving Steelworks Veterans Memorial	1	LS	\$ 6,000 \$ 6,000
	Installation of Steelworkers Veterans Memorial	1	LS	\$ 4,000 \$ 4,000
				Sub Total \$ 10,000
5.0 Southside Roundhouse Crane Relocation				
	6" Aggregate Subbase	60	SY	\$ 11.00 \$ 690
	6" Concrete Pad with WMM	350	SF	\$ 12.00 \$ 4,200
	Restoration of Crane	1	LS	\$ 16,000.00 \$ 16,000
	Installation of Crane	1	LS	\$ 9,000.00 \$ 9,000
	Electrical Service	1	Allowance	\$ 3,500.00 \$ 3,500
				Sub Total \$ 33,690
6.0 Planting				
	Sawcut Pavement	112	LF	\$ 10.00 \$ 1,120
	Excavation (7 Tree Pits)	50	CY	\$ 14.00 \$ 700
	2.5" Caliper Trees	7	EA	\$ 500.00 \$ 3,500
	Plant / Groundcover Seed Mix	1,000	SF	\$ 0.46 \$ 460
	Top Soil	50	CY	\$ 40.00 \$ 2,000
				Sub Total \$ 7,800
7.0 Park Furnishings				
	Park Entry Interpretive Sign	1	EA	\$ 3,000 \$ 3,000
	Litter & Recycling Receptacles	2	EA	\$ 1,500.00 \$ 3,000
	Benches	2	EA	\$ 2,000.00 \$ 4,000
	Canopy Structure	500	SF	\$ 77.00 \$ 38,500
	Electrical Service	1	Allowance	\$ 3,500.00 \$ 3,500
	Interior LED Bollard lights	9	EA	\$ 750.00 \$ 6,750
	Exterior Bollard Installation (20)	1	LS	\$ 8,000.00 \$ 8,000

Project:

**National Museum Of Industrial History
PARK AREA - EXHIBIT FOUNDATIONS**

7/12/2018

COST CODE	WORK DESCRIPTION	TOTAL
01000	GENERAL EXPENSE	\$ -
01300	TEMPORARY FACILITIES	\$ -
01711	PERMITS	\$ 500.00
02300	EXCAVATION & SITEWORK / CONCRETE	
	Mobilization/Safety/Sitework	\$ 1,360.00
	Crane Rental to relocate/adjust artifacts	\$ -
	Excavate / Backfill for B.O.F. Concrete Pad	\$ 2,480.00
	2B stone backfill under pad	\$ 165.00
	6" 15' x 11' Concrete pad (BOF) w/ #6 12"o.c. w/ 36" Frost walls	\$ 3,900.00
	Tie/Rebar	\$ 680.00
	6" Ladle pad w/ frost walls (9' x 8") w/ #6 bars 12" oc w/ Frost walls	\$ 3,960.00
	6" Iron Hoist pad w/ frost walls (15' x 20') w/ #6 bars 12" oc w/ Frost walls	\$ 16,500.00
	6" Compressor pad w/ frost walls (17' x 7") w/ #6 bars 12" oc w/ Frost walls	\$ 6,545.00
	6" Misc. Artifact pad w/ frost walls (5'x5") w/ #6 bars 12" oc w/ Frost walls	\$ 1,375.00
17000	CONTINGENCY Not Included	\$ -
45000	DESIGN FEES	\$ 1,250.00
01730	INSURANCE & TAXES	
	SUBTOTAL	\$ 38,715.00
50000	C.M. FEE Not Included	\$ -
	PARK AREA - EXHIBIT FOUNDATIONS	\$ 38,715.00

Pricing based on five (5) structural concrete pads per sizes above
 Does not include artifact setting or relocation. Pricing only for concrete pads.
 Includes money for permit and engineering drawings.
 Does not include Construction Manager time or fee. (Will be separate).

ALVIN H. BUTZ, INC.
 CONSTRUCTION MANAGER





MISSION & BACKGROUND

The mission of the National Museum of Industrial History, in affiliation with the Smithsonian Institution, is to forge a connection between America's industrial past and the innovations of today by educating the public and inspiring the visionaries of tomorrow.

NMIH does this by exploring the role of industry in America's growth as a global power, through the stories of people, machines and ideas. Set in a 100-year old former Bethlehem Steel Electric Repair Shop on the largest private brownfield redevelopment project in the nation, the Museum is home to exciting exhibits and engaging programming. The 18,000 square foot museum showcases stories of local industry and their national and global reach.

The National Museum of Industrial History opened its doors to the public on August 2nd of 2016. NMIH has welcomed over 25,000 from the Lehigh Valley region and beyond and has received favorable and abundant media coverage in a variety of local, state and national news outlets.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. National Museum of Industrial History</p> <p>2 Business name/disregarded entity name, if different from above NMIH</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 511 East Third Street, Suite 270</p> <p>6 City, state, and ZIP code Bethlehem, PA 18015</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	3	-	2	9	1	2	7	5	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>M. P. [Signature]</i>	Date ▶ <i>3/16/2018</i>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY.

Date: APR 12 2002

NATIONAL MUSEUM OF INDUSTRIAL
HISTORY
530 E THIRD ST.
BETHLEHEM, PA 18015-0000

Employer Identification Number:
23-2912750
DIN:
17053075749012
Contact Person:
FERRY W BREWER ID# 31227
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
October 17, 1997
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

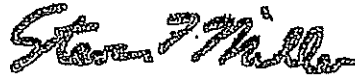
Letter 1050 (DO/CG)

NATIONAL MUSEUM OF INDUSTRIAL

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH: 45201

DEPARTMENT OF THE TREASURY

Date: OCT 17 1997

NATIONAL MUSEUM OF INDUSTRIAL
HISTORY
C/O LOUIS F NICHAROT
RM 1968 MARTIN TOWER
BETHLEHEM, PA 18016

Employer Identification Number:
23-2912750

DLN:
17053247130007

Contact Person:
E. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Accounting Period Ending:
December 31

Foundation Status Classification:
509(a)(1)

Advance Ruling Period Begins:
February 21, 1997

Advance Ruling Period Ends:
December 31, 2001

Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

NATIONAL MUSEUM OF INDUSTRIAL

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for

Letter 1045 (DO/CG)

NATIONAL MUSEUM OF INDUSTRIAL

the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

NATIONAL MUSEUM OF INDUSTRIAL

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "C. Ashley Bullard".

District Director

Enclosure(s):
Form 872-C

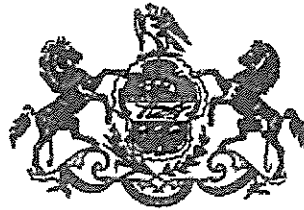
Letter 1045 (DO/CG)

16TH DISTRICT
PATRICK M. BROWNE

SENATE BOX 203016
281 MAIN CAPITOL BUILDING
HARRISBURG, PA 17120-3016
(717) 787-1349
FAX: (717) 772-3458

EMAIL: pbrowne@psen.gov
WEBSITE: senatorbrowne.com

Appropriations Chairman



Senate of Pennsylvania

COMMITTEES

BANKING & INSURANCE
EDUCATION
FINANCE
TRANSPORTATION
POLICY

Honorable Dennis M. Davin, Secretary
PA Department of Community and Economic Development
400 North Street, 4th Floor
Commonwealth Keystone Building
Harrisburg, PA 17120-0225

Dear Secretary Davin,

I write in support of the National Museum of Industrial History's grant application for its Outdoor Demonstration and Artifact-Phase 2 Project through the Greenways, Trails and Recreation Program.

The National Museum of Industrial History (NMIH) is a valuable historic and educational asset to the Lehigh Valley and the Commonwealth by providing educational and recreational attractions at its Southside Bethlehem campus within the historic Bethlehem Steel site. NMIH prides itself on developing "a premiere history museum which will tell the story of America's industrial achievements and accomplishments of its workers, innovators, and entrepreneurs."

Phase 2 improvements to the NMIH Outdoor Demonstration and Artifact Park, which will be open to the public, will increase the useable area for visitors by over 12,000 square feet. The park will also be the new home for both the Steelworker Veterans Memorial and the historic Southside Roundhouse Crane. This grant funding will help with the essential park infrastructure construction to enable visitors to enter the artifact display area of the park safely and ensure it complies with the Americans with Disabilities Act (ADA).

Thank you in advance for your consideration of this important historical asset and its continued development. Please feel free to contact me with any questions you have.

Sincerely,

Pat Browne
Chairman, Senate Appropriations Committee
16th Senatorial District

MAIN DISTRICT OFFICE
702 W. HAMILTON STREET, SUITE 101, ALLENTOWN, PA 18101-2471
(610) 821-8468 • FAX (610) 821-8798

PLEASE VISIT SENATOR BROWNE'S WEBSITE AT SENATORBROWNE.COM FOR HIS SATELLITE OFFICE LOCATIONS



County of Northampton
Department of Community & Economic Development

Human Services Building
2801 Emrick Boulevard, 1st Floor
Bethlehem, PA 18020
Phone (610) 829-6306 Fax (610) 559-3775

HOTEL ROOM RENTAL TAX (HRRT) GRANT PROGRAM

AGREEMENT

BY AND BETWEEN

THE COUNTY OF NORTHAMPTON

AND

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
AGREEMENT IDENTIFICATION NO. HT-2018-18

THIS AGREEMENT, entered into by and between the County of Northampton (hereinafter referred to as **COUNTY**), a County of the Third Class, principally located at 669 Washington Street, Easton, Pennsylvania, and **NATIONAL MUSEUM OF INDUSTRIAL HISTORY**, a Pennsylvania 501 (c)(3) non-profit corporation (hereinafter referred to as **RECIPIENT**), with offices located at 511 East Third Street, Suite 270, Bethlehem, PA 18015, Commonwealth of Pennsylvania.

Witnesseth:

WHEREAS, by Ordinance No. 321 of 1998, as amended by Ordinance No. 479 of 2007, which ordinances are incorporated herein by reference as though fully set forth, the County Council of the **COUNTY** established the Northampton County Department of Community and Economic Development (hereinafter referred to as "NCD CED") which is responsible, in part, for developing, implementing, and monitoring grants that enhance economic development and improve the quality of life in the **COUNTY**; and

WHEREAS, the Pennsylvania Assembly has passed and the Governor has approved Act 12 of 2005, H.B. 157, Printers No. 2428 which repeals the authorizing legislation for the Hotel Room Rental Tax Law of 2000, and which authorizes the County of Northampton to impose a Hotel Room Rental Tax by Ordinance at a rate of four percent (4%) and provides for the distribution of such tax monies; and

WHEREAS, the County of Northampton, through the adoption of Ordinance No. 440 of 2005, as authorized by P.L. 307 of 2000 and amended by Act 12 of 2005, which ordinances are incorporated herein by reference as though fully set forth, imposed a Hotel Room Rental Tax on hotel guests to be used for the further development of tourism facilities and for community development initiatives in Northampton County that enhance regional tourism; and

WHEREAS, Northampton County authorized funding as collected through this tax to support projects which promote the further development of tourism facilities and community development initiatives within Northampton County that enhance regional tourism; and

WHEREAS, the Northampton County Council, through Resolution No. 141 of 2016, which is incorporated herein by reference as though fully set forth, has approved a portion of these funds to be used for this purpose; and

WHEREAS, RECIPIENT has applied for a grant from the funds, or more fully set forth herein; and

WHEREAS, the parties hereto wish to set forth herein the duties and obligations of the RECIPIENT with respect to this Grant AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto, intending to be legally bound hereby do covenant and agree as follows:

I. BACKGROUND

All "WHEREAS" clauses are incorporated herein, and made a part hereof, as though the same are fully set forth at length herein.

II. TERMS OF AGREEMENT

A. **Grant Amount.** Subject to the terms of this AGREEMENT, the COUNTY hereby makes available to RECIPIENT a grant in the amount of Twenty-Four Thousand Two Hundred Thirty-Four Dollars (\$24,234.00) or such portion thereof as may be required by RECIPIENT and authorized by COUNTY, subject to the condition that it shall be used by RECIPIENT to carry out the activities in order to complete the Project, "Outdoor Interactive Park" as identified in the approved "Funding Request and Project Budget" a true and correct copy of which is attached hereto and made a part hereof as Exhibit A.

B. **Effective Dates.** The term of this AGREEMENT ("TERM OF AGREEMENT") shall commence January 1, 2018 and end on December 31, 2018. During the TERM OF AGREEMENT, the compensation set forth in Section II (A) of this AGREEMENT shall not increase.

The RECIPIENT shall and hereby covenants to return two original, fully executed copies of this AGREEMENT to NCDCEd within fifteen (15) days of the postmarked date this AGREEMENT was sent to the RECIPIENT by the COUNTY. In the event NCDCEd has not received the original, fully executed copies of this AGREEMENT by the end of the fifteen (15) days, the COUNTY shall have the right to terminate this AGREEMENT and rescind the Grant without any liability whatsoever to the RECIPIENT.

This AGREEMENT is not binding in any way, nor will COUNTY be bound, until this document has been fully executed by both parties. Any costs incurred by RECIPIENT prior thereto are incurred at RECIPIENT's risk.

C. **Payment Provisions.**

1. **Disbursement Process.**

a. Subject to the terms and provisions of this AGREEMENT, the COUNTY agrees and covenants that payment is to be provided to the RECIPIENT on an invoice reimbursement basis after the Effective Date hereof. The RECIPIENT agrees and acknowledges that after the Effective Date, the COUNTY will reimburse RECIPIENT for eligible project expenses listed in Exhibit A "Funding Request and Project Budget" attached here to. Reimbursement is not to exceed 25% of total grant award per quarter. RECIPIENT agrees to submit quarterly invoices March, June, September and December of 2018. Upon receipt by the COUNTY of itemized invoices supported by properly executed vouchers or other records indicating, in proper detail, the nature and propriety of the charge, the County agrees to reimburse RECIPIENT for eligible project expenses within a reasonable timeframe.

b. With respect to invoices, the COUNTY reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists. In such instances, the COUNTY may withhold payment only for that portion of the statement with which it disagrees. Further, it shall be the duty of the COUNTY to notify the RECIPIENT of any such disagreement or discrepancy as soon as possible. In instances in which discrepancy may be corrected by a new statement, the RECIPIENT shall submit a corrected statement within thirty (30) days for payment consideration by the COUNTY. Upon receipt of corrected statement, the County agrees to reimburse RECIPIENT for eligible project expenses within a reasonable timeframe.

2. Misuse or Failure to Use Funds

a. COUNTY shall have the right to disapprove any expenditure made by RECIPIENT which is not in accordance with the terms of this AGREEMENT and COUNTY may adjust payment to RECIPIENT accordingly.

b. If the RECIPIENT does not use all or a portion of the funds paid under the terms of this AGREEMENT for purposes of and in accordance with this AGREEMENT, RECIPIENT shall be liable to COUNTY for the amount of any funds unused or improperly used and shall return said funds to COUNTY. In such event, the repayment shall include all interest, income, accumulations, and the monetary value equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted them.

3. Tax Delinquency. RECIPIENT hereby certifies, as a condition precedent to the execution of this AGREEMENT and as an inducement for the COUNTY to execute same, it is not "delinquent" on any taxes owed to the COUNTY, Local Municipality, School District, the Commonwealth of Pennsylvania, or the Federal Government, nor is RECIPIENT nor any subcontractors or suppliers delinquent in the payment of taxes, or other Commonwealth obligations. Should the RECIPIENT become delinquent on any taxes or other obligations owed to the COUNTY, Local Municipality, School District, the Commonwealth of Pennsylvania or the Federal Government during the term of this AGREEMENT, RECIPIENT may be deemed to be in breach of this AGREEMENT by the COUNTY and, in addition to any other remedies at law for such breach, the COUNTY may suspend any and all future payments due to the RECIPIENT for eligible project costs until said taxes are paid in full.

4. Availability of Funds. This AGREEMENT is contingent upon the availability of funds. In the event of non-availability of such funds at any time during the term of the AGREEMENT, for any reason, as would prevent the COUNTY from making payment under the terms and conditions of the AGREEMENT, the COUNTY may terminate the AGREEMENT without the assessment of any termination charges or financial penalties against COUNTY, by providing written notice of intent to terminate to RECIPIENT. If COUNTY terminates this AGREEMENT due to the non-availability of funds, COUNTY will pay RECIPIENT for costs incurred and/or work completed as of the date of notice of termination to RECIPIENT, and RECIPIENT shall not begin any additional work or incur any additional costs under the AGREEMENT upon receipt of notification of intent to terminate by COUNTY.

D. Modification

1. This AGREEMENT represents the entire agreement of the parties. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by Authorized Officials of both RECIPIENT and COUNTY.

a. Modification to this AGREEMENT includes any and all modification to the "Funding Request and Project Budget" as attached hereto as **Exhibit A**.

b. In the event the RECIPIENT is unable to complete the project within the terms of this AGREEMENT, the RECIPIENT will notify the COUNTY in writing sixty (60) days prior to the expiration date of this AGREEMENT. The COUNTY may extend the terms of this AGREEMENT at its sole discretion and will notify the RECIPIENT in writing of its decision. Approval by COUNTY and, as appropriate, any outside funding

entity, must be obtained prior to conducting activities that in any way modify the agreed to scope or cost of said activities. Failure by RECIPIENT to obtain approval from COUNTY before the commencement of work relieves COUNTY from any obligation to make any payments to RECIPIENT.

c. In the event the RECIPIENT is unable to complete the project within the Terms of this AGREEMENT, or pursuant to any extension granted by the COUNTY to the RECIPIENT in writing, the RECIPIENT shall be liable to the COUNTY for the amount of any unused or improperly used funds and shall return said funds to the COUNTY. In such event, the repayment shall include all interest, income, accumulations, and the monetary value equivalent of any appreciation in the value of any property (real, personal, or mixed) purchased with the funds granted them.

2. This AGREEMENT shall be binding upon and inure to the benefit of the COUNTY, RECIPIENT, and their respective successors and assigns, except that RECIPIENT may not assign or transfer its rights hereunder without the prior written consent of COUNTY. Under no circumstances shall COUNTY be held liable for any act or omission committed pursuant to such assignment.

3. All notices, requests, demands and other communications required or permitted under this AGREEMENT shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mails, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to the COUNTY:

Northampton County Department of Community
& Economic Development
Human Services Building, 1st Floor
2801 Emrick Boulevard
Bethlehem, PA 18020

If to the RECIPIENT:

National Museum of Industrial History
ATTN: Kara Genn
511 East 3rd St. #270
Bethlehem, PA 18015

Either party may alter the address and/or contact person to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

E. **Open and Competitive Bidding.** RECIPIENT must verify that all requirements as included, in "Contracting Requirements," as attached hereto and made a part hereof as **Exhibit B**, are adhered to in selecting any contractor(s)/sub-contractor(s).

F. **Subcontractors**

1. It is the responsibility of the RECIPIENT to ensure subcontractors' compliance with the terms of this AGREEMENT. All provisions of this AGREEMENT "flow down" to sub-contractors. The term "subcontractors" shall include those vendors directly contracting with the RECIPIENT and any vendors contracting with the subcontractor to complete the PROJECT. All services must be procured and provided in accordance with this AGREEMENT. The RECIPIENT shall include/incorporate this AGREEMENT in all bid documents and contracts for this project. The RECIPIENT will maintain records sufficient to detail the significant history of

procurement and subcontract administration. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

2. The RECIPIENT shall be responsible for inspection of all work of any subcontractor, engineer or architect working on the project and shall certify completion of work.

3. The COUNTY retains the right to inspect the work of any subcontractor, engineer or architect working on the project at any reasonable time.

G. Reporting and Recordkeeping Requirements

1. RECIPIENT shall submit periodic reports (semi-annual and final) regarding fiscal information and project activity progress to the COUNTY. Reports are due July 31, 2018 and March 31, 2019. Semi-Annual and Final Reporting forms are available at www.northamptoncounty.org.

2. Reports shall contain all necessary supporting documentation to enable the COUNTY to determine whether the RECIPIENT's use of the Grant proceeds complied with the "Funding Request and Project Budget" and this AGREEMENT. Under no circumstances shall the COUNTY be liable for any expenditure exceeding the Grant amount in this AGREEMENT, nor shall RECIPIENT be entitled to any funds from the COUNTY in excess of the Grant. The COUNTY shall have the right to disapprove any expenditure made by the RECIPIENT which does not strictly comply with the terms of this AGREEMENT and/or the "Funding Request and Project Budget."

3. The final report shall be delivered by the RECIPIENT to the COUNTY no later than ninety (90) days after the expiration date of this AGREEMENT.

4. The COUNTY, in its sole discretion, may undertake monitoring of project activities. RECIPIENT shall cooperate with any monitoring and provide any documents or information requested by the COUNTY.

5. In accordance with 65 P.S. §§ 67.101-3104, Pennsylvania's Right to Know Law, the RECIPIENT will maintain records in a manner that allows the COUNTY to provide reasonable access to citizens regarding its assisted activities and management.

H. Contract Audit and Closeout Requirements

1. RECIPIENT shall retain all records pertaining to this AGREEMENT, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of the final audit.

a. RECIPIENT will maintain records in a manner whereby all information related to the activities and budget under this AGREEMENT may be easily accessible to any local, state or federal representative for the purpose of project monitoring or audit.

b. COUNTY, at its discretion, may request original documents verifying all services and expenses incurred under this AGREEMENT.

c. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year (3) period, the records must be retained until completion of the action and resolution of all issues that arise from it.

2. The RECIPIENT shall comply with all federal and state audit requirements, including 2 CFR 200, as amended and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

3. The RECIPIENT, if funding award received totals \$15,000 or more in funds, shall submit audited financial statements (or year-end financial statement if an audit is not required) along with the final report.

III. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized under this AGREEMENT shall be performed in accordance with applicable laws, statutes, regulations, ordinances, conditions, directives and guidelines as are otherwise provided by COUNTY. RECIPIENT acknowledges that this AGREEMENT is subject to all requirements determined by COUNTY as necessary to meet its requirements under this AGREEMENT. All state and federal requirements and guidelines apply.

IV. ACKNOWLEDGEMENT OF ASSISTANCE

The financial assistance provided by the County of Northampton, as well as any state or federal sources related to this AGREEMENT, must be acknowledged as follows:

Materials created under this AGREEMENT which are available publicly in printed or electronic format should include acknowledgement on the material(s) created such as "This program is being funded in whole or in part with funding received through the County of Northampton's Hotel Tax Program."

Improvements to facilities that were planned, purchased, constructed, renovated, and/or rehabilitated under this AGREEMENT should include acknowledgement on permanent signage at the facility.

Events planned or conducted under this AGREEMENT should include acknowledgement in event marketing materials.

Operational support subsidized under this AGREEMENT should include acknowledgement in organizational publications and donor recognition publications.

V. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. The RECIPIENT shall maintain any and all insurance as is reasonably necessary to complete the project and perform its obligations here under (including the RECIPIENT'S indemnity obligations herein).

B. Upon request, the RECIPIENT shall provide to the COUNTY proof of insurance as required by Section V. A.

C. RECIPIENT and any sub-contractor under this AGREEMENT agree to indemnify, defend and hold harmless the COUNTY and the Commonwealth, its officers, agents and employees from any and all losses, claims, costs or damages, including reasonable counsel fees, resulting from RECIPIENT'S performance under this AGREEMENT, including but not limited to:

1. Breach of this AGREEMENT by RECIPIENT;
2. Professional error or omission, fault or negligence by RECIPIENT or by its employees, servants, agents, contacts, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of this AGREEMENT; and
3. General public liability and malpractice claims arising in connection with the business or activities of RECIPIENT in the performance of this AGREEMENT.

D. The RECIPIENT must name COUNTY as an additional insured.

E. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from RECIPIENT, COUNTY will give notice thereof to RECIPIENT. COUNTY may permit RECIPIENT to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for RECIPIENT, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not be unreasonably withheld. If COUNTY consents to permit RECIPIENT to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent on the other party, which consent will not be unreasonably withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

F. It is expressly understood by RECIPIENT that Pennsylvania state statute, specifically 42 Pa. C.S.A. 8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damage in an action against RECIPIENT.

VI. TEMPORARY SUSPENSION OF THE CONTRACT

A. Upon written notice and at any time during the period covered under this AGREEMENT, the COUNTY may suspend payments and/or request suspension of all or any part of the activities under this AGREEMENT. COUNTY may give such notice to suspend for the following reasons:

1. Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports, or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.

2. When, in the opinion of COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to "act of God", strike or disaster.

B. During the term of suspension, COUNTY and RECIPIENT shall retain and hold available any and all funds previously approved for application to the activities.

1. During this period all such funds held by RECIPIENT shall be placed in an interest bearing program expenditures account.

2. RECIPIENT may not expend any such funds during the period that the AGREEMENT is suspended except pursuant to order of a court of competent jurisdiction.

3. RECIPIENT shall have the right to cure any default or other circumstance that is the basis for suspension of this AGREEMENT within a reasonable period of time.

C. This AGREEMENT is also conditioned upon complete performance by RECIPIENT of past agreements or contracts between COUNTY and the RECIPIENT. Complete performance includes the RECIPIENT's timely submission of the required semi-annual and final report and/or audit of past agreements or contracts to the COUNTY.

1. In the event that COUNTY determines that there has been incomplete performance of past agreements or contracts by the RECIPIENT, COUNTY, by giving written notice to the RECIPIENT, will suspend payments under this AGREEMENT until such time as RECIPIENT has fulfilled its obligations under past agreements or contracts to the satisfaction of COUNTY.

2. When the RECIPIENT has fulfilled its obligations under past agreements or contracts to COUNTY's satisfaction, the COUNTY will resume payments under this AGREEMENT.

3. Furthermore, the COUNTY reserves the right to deny RECIPIENT'S application for current grant and/or suspend any current contract entered in with RECIPIENT, if in the COUNTY'S sole discretion it is determined that RECIPIENT has failed to comply materially, or otherwise, with provisions of another agreement/contract as a RECIPIENT of the COUNTY.

VII. INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the County of Northampton who exercises any functions or responsibilities in the review or approval of activities being performed under this AGREEMENT shall participate in any decision relating to this AGREEMENT which affects her or his personal interest or the interest of any corporation, partnership, or association in which she or he is directly interested or the proceeds thereof.

RECIPIENT covenants that directors, elected officials, officers, members or employees of RECIPIENT presently have no interest and shall not acquire any direct or indirect interest which would conflict in any manner or degree with the performance of activities under this AGREEMENT, including entering into any contract for goods or services whereby any directors, elected officials, officers, members or employees of RECIPIENT or immediate family members of the same have an ownership and/or controlling interest or will otherwise receive direct or indirect pecuniary benefit.

VIII. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by RECIPIENT are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency, or partnership relationship between COUNTY and RECIPIENT.

IX. ENTIRE AGREEMENT

This AGREEMENT, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above. No provision of this AGREEMENT shall be construed in any manner so as to create any rights in third parties not party to this AGREEMENT. It shall be interpreted solely to define specific duties and responsibilities between COUNTY and RECIPIENT and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

X. SEVERABILITY

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this AGREEMENT.

XI. INTERPRETATION

RECIPIENT agrees to waive the general rule of interpretation that, in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document. It is declared to be the intention of RECIPIENT and COUNTY that the public health, safety and welfare be protected and furthered by the AGREEMENT. Therefore, this AGREEMENT is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

XII. WAIVER

No waiver by COUNTY of any breach of this AGREEMENT shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this AGREEMENT or addenda.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on:

NORTHAMPTON COUNTY

Attest:

By: _____
Hon. Lamont McClure, County Executive
(Signature)

Date

NATIONAL MUSEUM OF INDUSTRIAL HISTORY

Attest:

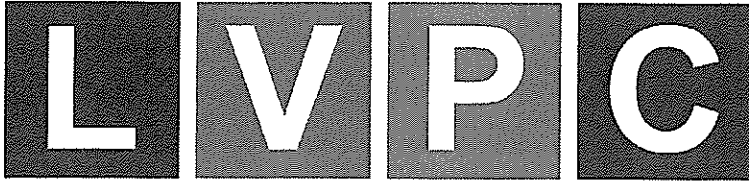
By: Kara Genn
Chief Official
(Signature)

Printed Name: Kara Genn

Title: President & CEO

Date: 3/1/2018

REVIEWED BY:
<u>MC</u> M. CORRIERE
<u>mh</u> M. HARTNEY
<u>ke</u> K. COLLIS



Lehigh Valley Planning Commission

STEPHEN REPASCH
Chair

JOHN DIACOGIANNIS
Vice Chair

STEVEN GLICKMAN
Treasurer

BECKY A. BRADLEY, AICP
Executive Director

July 9, 2018

Ms. Kara L. Cenni, President and CEO
National Museum of Industrial History
511 East Third Street, Suite 270
Bethlehem, PA 18015

**Re: DCED Grant Application
Outdoor Demonstration and Artifact Park – Phase 2**

Dear Ms. Cenni:

Thank you for notification regarding the National Museum of Industrial History's grant application to the Pennsylvania Department of Community and Economic Development's Greenways, Trails and Recreation Program. These funds will be used to design and construct Phase 2 of the Outdoor Demonstration and Artifact Park, an entry area to the Museum located within the historical and cultural landscape of the former Bethlehem Steel Plant site. The project will improve the civic conditions of Southside Bethlehem by attracting visitors to both the Museum and the greater neighborhood. Elements of the project include an ADA-accessible walkway through an artifact display; paving—extending the existing paved plaza to the artifact area, a multi-purpose demonstration pad and a pad for the relocated Bethlehem Steelworker Veterans Memorial; industrial urban fencing; and landscaping to reflect the "working industrial yard" character of the site.

This project is consistent with the goals and policies of the *Comprehensive Plan The Lehigh Valley ...2030*.

Sincerely,

A handwritten signature in black ink, appearing to read 'Becky A. Bradley', written over a circular stamp or seal.

Becky A. Bradley, AICP
Executive Director

BAB/tm

*National Museum of
Industrial History*

December 31, 2016 and 2015

Financial Statements and Independent Auditors' Report

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
DECEMBER 31, 2016 AND 2015

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
National Museum of Industrial History

Report of the Financial Statements

We have audited the accompanying financial statements of National Museum of Industrial History, which comprise the statements of financial position as of December 31, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of National Museum of Industrial History as of December 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Concannon, Miller + Co., P.C.

Bethlehem, PA
June 26, 2017

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016
(WITH SUMMARIZED TOTALS AS OF DECEMBER 31, 2015)

	2016		Totals	
	Unrestricted	Temporarily Restricted	2016	2015
<u>ASSETS</u>				
CURRENT ASSETS				
Cash and cash equivalents	\$ 10,237	\$ 0	\$ 10,237	\$ 611,643
Grant receivable		174,368	174,368	1,030,284
Contribution receivable			0	1,091,210
Unconditional promises to give		46,150	46,150	595,619
Prepaid expenses	26,823		26,823	32,043
Total Current Assets	<u>37,060</u>	<u>220,518</u>	<u>257,578</u>	<u>3,360,799</u>
PROPERTY AND EQUIPMENT, NET	<u>11,232,515</u>		<u>11,232,515</u>	<u>107,688</u>
OTHER ASSETS				
Restricted cash	9,760		9,760	42,538
Construction in progress			0	8,682,979
Deposits	5,000		5,000	5,000
Collections (Note 2)			0	0
Total Other Assets	<u>14,760</u>	<u>0</u>	<u>14,760</u>	<u>8,730,517</u>
Total Assets	<u>\$ 11,284,335</u>	<u>\$ 220,518</u>	<u>\$ 11,504,853</u>	<u>\$ 12,199,004</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Line of credit	\$ 700,000	\$ 0	\$ 700,000	\$ 0
Note payable	171,393		171,393	1,590,362
Accounts payable	42,574		42,574	872,771
Accrued expenses	40,559		40,559	7,527
Total Liabilities	<u>954,526</u>	<u>0</u>	<u>954,526</u>	<u>2,470,660</u>
NET ASSETS				
Unrestricted net assets	10,329,809		10,329,809	7,011,231
Temporarily restricted net assets		220,518	220,518	2,717,113
Total Net Assets	<u>10,329,809</u>	<u>220,518</u>	<u>10,550,327</u>	<u>9,728,344</u>
Total Liabilities and Net Assets	<u>\$ 11,284,335</u>	<u>\$ 220,518</u>	<u>\$ 11,504,853</u>	<u>\$ 12,199,004</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2015

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
CURRENT ASSETS			
Cash and cash equivalents	\$ 611,643	\$ 0	\$ 611,643
Grant receivable		1,030,284	1,030,284
Contribution receivable		1,091,210	1,091,210
Unconditional promises to give		595,619	595,619
Prepaid expenses	32,043		32,043
Total Current Assets	<u>643,686</u>	<u>2,717,113</u>	<u>3,360,799</u>
PROPERTY AND EQUIPMENT, NET	<u>107,688</u>		<u>107,688</u>
OTHER ASSETS			
Restricted cash	42,538		42,538
Construction in progress	8,682,979		8,682,979
Deposits	5,000		5,000
Collections (Note 2)			0
Total Other Assets	<u>8,730,517</u>	<u>0</u>	<u>8,730,517</u>
Total Assets	<u>\$ 9,481,891</u>	<u>\$ 2,717,113</u>	<u>\$ 12,199,004</u>
<u>LIABILITIES AND NET ASSETS</u>			
CURRENT LIABILITIES			
Note payable	\$ 1,590,362	\$ 0	\$ 1,590,362
Accounts payable	872,771		872,771
Accrued expenses	7,527		7,527
Total Liabilities	<u>2,470,660</u>	<u>0</u>	<u>2,470,660</u>
NET ASSETS			
Unrestricted net assets	7,011,231		7,011,231
Temporarily restricted net assets		2,717,113	2,717,113
Total Net Assets	<u>7,011,231</u>	<u>2,717,113</u>	<u>9,728,344</u>
Total Liabilities and Net Assets	<u>\$ 9,481,891</u>	<u>\$ 2,717,113</u>	<u>\$ 12,199,004</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2016
WITH SUMMARIZED TOTALS FOR 2015

	Unrestricted	Temporarily Restricted	Totals	
			2016	2015
SUPPORT				
Contributions	\$ 134,965	\$ 0	\$ 134,965	\$ 2,293,292
Grants	1,888,463	174,368	2,062,831	1,030,284
In-kind contributions	135,674		135,674	272,584
	<u>2,159,102</u>	<u>174,368</u>	<u>2,333,470</u>	<u>3,596,160</u>
REVENUE				
Admissions	62,692		62,692	0
Membership program	35,145		35,145	0
Leadership society	21,750		21,750	0
Fundraising events	11,312		11,312	0
Merchandise sales, net of cost of goods sold of \$20,431	635		635	0
Interest and dividends	337		337	3,827
Other income	1,463		1,463	1,335
	<u>133,334</u>	<u>0</u>	<u>133,334</u>	<u>5,162</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>2,670,963</u>	<u>(2,670,963)</u>	<u>0</u>	<u>0</u>
Total Support and Revenue	<u>4,963,399</u>	<u>(2,496,595)</u>	<u>2,466,804</u>	<u>3,601,322</u>
EXPENSES				
Program				
Exhibitions and collections	602,208		602,208	452,288
Planning and development	155,185		155,185	40,796
Public education	185,673		185,673	0
Supporting Services				
General and administrative	675,449		675,449	796,341
Fund-raising	26,306		26,306	5,685
Total Expenses	<u>1,644,821</u>	<u>0</u>	<u>1,644,821</u>	<u>1,295,110</u>
CHANGES IN NET ASSETS	<u>3,318,578</u>	<u>(2,496,595)</u>	<u>821,983</u>	<u>2,306,212</u>
NET ASSETS, JANUARY 1	<u>7,011,231</u>	<u>2,717,113</u>	<u>9,728,344</u>	<u>7,422,132</u>
NET ASSETS, DECEMBER 31	<u>\$ 10,329,809</u>	<u>\$ 220,518</u>	<u>\$ 10,550,327</u>	<u>\$ 9,728,344</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT			
Contributions	\$ 110,872	\$ 2,182,420	\$ 2,293,292
Grant		1,030,284	1,030,284
In-kind contributions	272,584		272,584
	<u>383,456</u>	<u>3,212,704</u>	<u>3,596,160</u>
REVENUE			
Interest and dividends	3,827		3,827
Other income	1,335		1,335
	<u>5,162</u>	<u>0</u>	<u>5,162</u>
NET ASSETS RELEASED FROM RESTRICTIONS			
	4,721,486	(4,721,486)	0
Total Support and Revenue	<u>5,110,104</u>	<u>(1,508,782)</u>	<u>3,601,322</u>
EXPENSES			
Program			
Exhibitions and collections	452,288		452,288
Planning and development	40,796		40,796
Supporting Services			
General and administrative	796,341		796,341
Fund-raising	5,685		5,685
Total Expenses	<u>1,295,110</u>	<u>0</u>	<u>1,295,110</u>
CHANGES IN NET ASSETS	3,814,994	(1,508,782)	2,306,212
NET ASSETS, JANUARY 1	<u>3,196,237</u>	<u>4,225,895</u>	<u>7,422,132</u>
NET ASSETS, DECEMBER 31	<u>\$ 7,011,231</u>	<u>\$ 2,717,113</u>	<u>\$ 9,728,344</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENTS OF CASH FLOWS

	Years Ended	
	December 31,	
	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 821,983	\$ 2,306,212
Adjustment to reconcile changes in net assets to net cash provided by operating activities		
Depreciation	181,171	9,267
Bad debt expense	5,000	105,000
Changes in operating assets and liabilities		
Grant receivable	855,916	(1,030,284)
Contribution receivable	1,091,210	(1,091,210)
Unconditional promises to give	544,469	529,566
Prepaid expenses	5,220	(8,021)
Accounts payable	(830,197)	685,500
Accrued expenses	33,032	5,954
Net Cash Provided by Operating Activities	2,707,804	1,511,984
CASH FLOWS USED IN INVESTING ACTIVITIES		
Capital expenditures	(2,623,019)	(5,638,975)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from line of credit	700,000	0
Proceeds from notes payable	2,541,372	1,590,362
Repayments on notes payable	(3,960,341)	0
Net Cash (Used in) Provided by Financing Activities	(718,969)	1,590,362
NET DECREASE IN CASH AND CASH EQUIVALENTS	(634,184)	(2,536,629)
CASH AND CASH EQUIVALENTS, JANUARY 1	654,181	3,190,810
CASH AND CASH EQUIVALENTS, DECEMBER 31	\$ 19,997	\$ 654,181

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

NON CASH OPERATING ACTIVITIES		
In-kind contribution of services	\$ 135,674	\$ 272,584
Interest paid during the year	\$ 64,175	\$ 2,485
CASH BALANCES, DECEMBER 31		
Unrestricted balance	\$ 10,237	\$ 611,643
Restricted balance	9,760	42,538
	\$ 19,997	\$ 654,181

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

NOTE 1 Nature and Purpose of the Organization

The National Museum of Industrial History (the "Museum") is a not-for-profit corporation, and an affiliate of the Smithsonian Institution, established to present the story of American industry and to provide the context for its future through exhibits, programs, collections and publications.

The Museum is incorporated under the nonprofit corporation laws of the Commonwealth of Pennsylvania. It is recognized as exempt from federal income taxes as an organization described in Section 501(c)(3) of the Internal Revenue Code.

The Museum was constructed on a 100-year-old former Bethlehem Steel facility on the largest private brownstone in America. It consists of over 18,000 square feet of artifacts and exhibits which honor and celebrate America's rich industrial history. The Museum was first envisioned in the late 1990's and through the vision of the Board of Directors, the staff and partnerships including the Commonwealth of Pennsylvania and the National Museum of American History, the Museum opened its doors August 2, 2016.

NOTE 2 Summary of Significant Accounting Policies

Basis of Accounting

The financial statements of the Museum are prepared on the accrual basis of accounting in accordance with FASB ASC 958, *Not-for-Profit Entities*.

Financial Statement Presentation

The Museum reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

Unrestricted Net Assets – not subject to donor-imposed restrictions. Unrestricted net assets may be designated for specific purposes by the actions of the Board of Directors.

Temporarily Restricted Net Assets – subject to donor-imposed stipulations that may be fulfilled by the actions of the Board of Directors or become unrestricted at the date specified by the donor.

Permanently Restricted Net Assets – subject to donor-imposed stipulations that are to be maintained permanently. Generally, donors permit the income earned on the related investments to be used for general or specific purposes. The Museum does not have any permanently restricted net assets as of December 31, 2016 or 2015.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2016 AND 2015

NOTE 2 **Summary of Significant Accounting Policies (Continued)**

Income Taxes

No provision for income taxes has been made in the financial statements since the Museum is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and similar state provisions. However, income from activities not directly related to the Museum's tax-exempt purpose, if any, would be subject to taxation as unrelated business income.

The Museum complies with the guidance in FASB ASC 740, *Income Taxes*. This guidance prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Compliance with FASB ASC 740, *Income Taxes*, did not have a material impact on the Museum's results of operations and financial position.

As of December 31, 2016 and 2015, the Museum had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Cash and Cash Equivalents

The Museum considers all liquid investments with a maturity of three months or less to be cash or cash equivalents.

Concentration of Credit Risk

The Museum may be subject to credit risk on its cash and cash equivalent assets, which are placed with high credit-quality financial institutions. The Federal Deposit Insurance Corporation ("FDIC") coverage is \$250,000 for all accounts. From time to time, the Museum may have amounts on deposit in excess of the FDIC limits. Management believes the Museum has no exposure to credit risk on its cash and cash equivalents at December 31, 2016.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the year in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2016 AND 2015

NOTE 2 Summary of Significant Accounting Policies (Continued)

Promises to Give (Continued)

The Organization uses the allowance method to determine uncollectible unconditional promises. Any allowance would be based on prior year's experience and management's analysis of specific promises made. No allowance was considered necessary as of December 31, 2016 or 2015. During the years ended December 31, 2016 and 2015, management recorded \$5,000 and \$105,000 of bad debt related to uncollectible pledges, respectively.

Unconditional promises to give were \$46,150 and \$595,619 as of December 31, 2016 and 2015, respectively. Management expects these balances to be collected within twelve months of the respective year end and as such has recorded each as current in the statement of financial position.

Contributions

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions.

Government Grant

The Museum, through the City of Bethlehem, PA., obtained a \$4,500,000 grant from the Commonwealth of Pennsylvania in July, 2001. Grant funds are available to the Museum for reimbursement of construction expenditures, subject to the Museum's expenditure of certain qualified matching funds as defined by the Commonwealth.

Grant revenues are recognized as increases in temporarily restricted net assets when the Museum submits applications for the release of funds from the Commonwealth and increases in unrestricted net assets upon receipt of such funds. Revenues from the grant from inception through December 31, 2016 have totaled \$4,500,000. Grant funds submitted but not collected were recognized as grants receivable at December 31, 2016 and 2015 of \$174,368 and \$2,121,494, respectively.

The contract underlying the grant was extended through June 30, 2017.

Property and Equipment

Donations of property, furniture and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific use.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2016 AND 2015

NOTE 2 Summary of Significant Accounting Policies (Continued)

Property and Equipment (Continued)

Purchased property, furniture and equipment are carried at cost, less accumulated depreciation. Maintenance and repairs that neither materially add to the value of the property nor appreciably prolong its life are charged to expense. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Related gains or losses from such transactions are credited or charged to income.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from three to forty years.

Collections

The collections, which were acquired through purchases and contributions since the Museum's inception, are not recognized as assets on the statements of financial position. Purchases of collection items are recorded as decreases in unrestricted net assets in the year in which the items are acquired or as temporarily or permanently restricted net assets, if the assets used to purchase the items are restricted by donors. Contributed collection items are not reflected on the financial statements.

The Museum's collections are made up of artifacts of historical significance and Museum displays that are held for educational, research, scientific and curatorial purposes. Each of the items is cataloged, preserved, and cared for, and activities verifying their existence and assessing their condition are performed continuously. The collections are subject to a policy that requires proceeds from their sales to be used for acquisition and direct care of collections.

NOTE 3 Property and Equipment

	December 31,	
	2016	2015
Building improvements	\$ 9,585,937	\$ 135,177
Equipment	130,758	24,616
Exhibit design	1,749,096	0
	<u>11,465,791</u>	<u>159,793</u>
Less accumulated depreciation	233,276	52,105
	<u>\$ 11,232,515</u>	<u>\$ 107,688</u>

Depreciation expense was \$181,171 and \$9,267 for the years ended December 31, 2016 and 2015, respectively.

NOTE 4 Construction in Progress

As of December 31, 2015, the Museum incurred and capitalized total costs of \$8,682,979. All related costs were capitalized and placed into service during the year ended December 31, 2016 upon completion and opening of the Museum. Refer to Note 1 for details on the opening of the Museum and Note 3 for the property and equipment in service as of December 31, 2016 and 2015, respectively.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2016 AND 2015

NOTE 4 Construction in Progress (Continued)

The Museum capitalizes interest costs incurred on funds used to construct the building and related work. The capitalized interest is recorded as part of the asset to which it relates over the asset's useful life. Interest costs capitalized were \$2,485 for the year ended December 31, 2015. No such costs were capitalized during the year ended December 31, 2016.

NOTE 5 Line of Credit

During 2016, the Museum entered into a revolving line of credit agreement with a bank for borrowings of up to \$1,000,000. Interest on outstanding borrowings is payable monthly at the bank's prime rate plus .5% (4.25% at December 31, 2016). At December 31, 2016, the outstanding balance on the line of credit was \$700,000.

NOTE 6 Note Payable

During 2015, the Museum entered into a note with a bank for borrowings of up to \$3,093,115. Interest on outstanding borrowings is payable monthly at the bank's prime rate plus .5% (4.25% at December 31, 2016). The principal and all outstanding interests and costs are due on June 30, 2017. The note is secured by the government grant as detailed in Note 1. At December 31, 2016 and 2015, the outstanding balance on the note was \$171,393 and \$1,590,362, respectively.

NOTE 7 Restrictions on Net Assets

Temporarily restricted net assets at December 31, 2016 and 2015 are designated for the following purposes.

	December 31,	
	2016	2015
Construction and exhibits	\$ 0	\$ 245,000
Receipt of time restricted contributions	220,518	2,472,113
	\$ 220,518	\$ 2,717,113

NOTE 8 In-Kind Contributions

In-kind contributions meeting the requirements for recognition in the financial statements are recorded as income at their fair market value at the date of receipt. The Museum recognizes contribution revenue for certain in-kind contributions received at their estimated fair value. The value of storage and office space provided to the Museum totaled \$114,280 and \$113,892 during the years ended December 31, 2016 and 2015, respectively.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2016 AND 2015

NOTE 9 Concentrations

During the years ended December 31, 2016 and 2015, the Museum received \$2,062,831 and \$3,212,704, respectively, in unrestricted contributions from separate and individual sources, representing 88% and 89%, respectively, of the total annual support for those years.

Unconditional promises to give at December 31, 2016 and 2015 included \$44,050 and \$517,817, respectively, from separate and individual donors, representing 95% and 86%, respectively, of the total in each year.

NOTE 10 Retirement Plan

The Museum has adopted a defined contribution retirement plan, which is qualified under Section 403(b) of the Internal Revenue Code. The plan covers the Museum's employees. Under the plan, employees may voluntarily contribute a percentage of their pretax compensation to the plan subject to IRS limits, with the Museum contributing an amount equal to 50% of the employee's contribution, up to a maximum of 4%. Contributions were \$3,903 and \$2,516 for each of the years ended December 31, 2016 and 2015, respectively.

NOTE 11 Commitments

The Museum leases storage facilities for its collections under an operating lease which expires June 2017. Rent and related occupancy expenses incurred under this lease during the years ended December 31, 2016 and 2015 totaled \$86,066 and \$95,476, respectively.

The Museum also leases office space, which neighbors the site of the museum, and a copier under leases which expire in September 2018 and December 2017, respectively. Rent and related occupancy expenses incurred under these leases during the years ended December 31, 2016 and 2015 totaled \$22,511 and \$8,404, respectively.

Future minimum payments under these lease agreements and in excess of one year are as follows:

2017	\$ 66,037
2018	15,179
	<u>\$ 81,216</u>

At December 31, 2015, the Museum had commitments of approximately \$2,300,000 for construction and exhibit design of the Museum. All such commitments were fulfilled as of December 31, 2016.

NOTE 12 Related Party Transactions

During the year ended December 31, 2016 and 2015, the Museum incurred construction costs of \$1,045,025 and \$5,154,398, respectively, to a firm whose chairman of the Board is a member of the Museum's Board of Directors.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2016 AND 2015

NOTE 12 Related Party Transactions (Continued)

Pledges due to the Museum from the firm represented 25% of total pledges at December 31, 2015. All pledges were received as of December 31, 2016.

In addition, the Board has pledged \$1,000,000 to match contributions of \$50,000 or more related to the Museum's Capital Campaign. The Board match is accrued as contributions from third parties are recognized. The Board considered that their pledge had been fulfilled and recognized as of December 31, 2014. At December 31, 2016 and 2015, the related pledges receivable from these Board commitments were approximately \$44,050 and \$287,519, respectively.

For the years ended December 31, 2016 and 2015, the Museum received \$56,000 and \$1,150, respectively, in unrestricted contributions from members of the Museum's Board of Directors. These contributions were in addition to any promises made under the matching pledge disclosed above. Contributions receivable from Board members as of December 31, 2016 and 2015, including the items above, totaled \$46,150 and \$342,519, respectively.

NOTE 13 Subsequent Events

The Museum has evaluated events and transactions for potential recognition or disclosure in the financial statements through June 26, 2017, the date the financial statements were available to be issued. No events or transactions have occurred that would require recognition or disclosure in the financial statements.

*National Museum of
Industrial History*

December 31, 2017 and 2016

Financial Statements and Independent Auditors' Report

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
DECEMBER 31, 2017 AND 2016

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
National Museum of Industrial History

Report of the Financial Statements

We have audited the accompanying financial statements of National Museum of Industrial History, which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Museum's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of National Museum of Industrial History as of December 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Concannon, Miller + Co., P.C.

Bethlehem, PA
May 9, 2018

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2017
(WITH SUMMARIZED TOTALS AS OF DECEMBER 31, 2016)

	2017		Totals	
	Unrestricted	Temporarily Restricted	2017	2016
<u>ASSETS</u>				
CURRENT ASSETS				
Cash and cash equivalents	\$ 25,950	\$ 15,000	\$ 40,950	\$ 10,237
Grant receivable			0	174,368
Accounts receivable	28,515		28,515	0
Unconditional promises to give		350	350	46,150
Prepaid expenses	22,720		22,720	26,823
Total Current Assets	<u>77,185</u>	<u>15,350</u>	<u>92,535</u>	<u>257,578</u>
PROPERTY AND EQUIPMENT, NET	<u>10,844,650</u>		<u>10,844,650</u>	<u>11,232,515</u>
OTHER ASSETS				
Restricted cash			0	9,760
Deposits	5,000		5,000	5,000
Collections (Note 2)			0	0
Total Other Assets	<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>14,760</u>
Total Assets	<u>\$ 10,926,835</u>	<u>\$ 15,350</u>	<u>\$ 10,942,185</u>	<u>\$ 11,504,853</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Line of credit	\$ 955,000	\$ 0	\$ 955,000	\$ 700,000
Note payable			0	171,393
Accounts payable	95,272		95,272	42,574
Accrued expenses	27,103		27,103	40,559
Total Liabilities	<u>1,077,375</u>	<u>0</u>	<u>1,077,375</u>	<u>954,526</u>
NET ASSETS				
Unrestricted net assets	9,849,460		9,849,460	10,329,809
Temporarily restricted net assets		15,350	15,350	220,518
Total Net Assets	<u>9,849,460</u>	<u>15,350</u>	<u>9,864,810</u>	<u>10,550,327</u>
Total Liabilities and Net Assets	<u>\$ 10,926,835</u>	<u>\$ 15,350</u>	<u>\$ 10,942,185</u>	<u>\$ 11,504,853</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
CURRENT ASSETS			
Cash and cash equivalents	\$ 10,237	\$ 0	\$ 10,237
Grant receivable		174,368	174,368
Unconditional promises to give		46,150	46,150
Prepaid expenses	26,823		26,823
Total Current Assets	<u>37,060</u>	<u>220,518</u>	<u>257,578</u>
PROPERTY AND EQUIPMENT, NET	<u>11,232,515</u>		<u>11,232,515</u>
OTHER ASSETS			
Restricted cash	9,760		9,760
Deposits	5,000		5,000
Collections (Note 2)			0
Total Other Assets	<u>14,760</u>	<u>0</u>	<u>14,760</u>
Total Assets	<u>\$ 11,284,335</u>	<u>\$ 220,518</u>	<u>\$ 11,504,853</u>
<u>LIABILITIES AND NET ASSETS</u>			
CURRENT LIABILITIES			
Line of credit	\$ 700,000	\$ 0	\$ 700,000
Note payable	171,393		171,393
Accounts payable	42,574		42,574
Accrued expenses	40,559		40,559
Total Liabilities	<u>954,526</u>	<u>0</u>	<u>954,526</u>
NET ASSETS			
Unrestricted net assets	10,329,809		10,329,809
Temporarily restricted net assets		220,518	220,518
Total Net Assets	<u>10,329,809</u>	<u>220,518</u>	<u>10,550,327</u>
Total Liabilities and Net Assets	<u>\$ 11,284,335</u>	<u>\$ 220,518</u>	<u>\$ 11,504,853</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2017
WITH SUMMARIZED TOTALS FOR 2016

	Unrestricted	Temporarily Restricted	Totals	
			2017	2016
SUPPORT				
Contributions	\$ 285,745	\$ 0	\$ 285,745	\$ 135,370
Grants	121,517	15,000	136,517	2,062,831
In-kind contributions	133,686		133,686	135,674
	<u>540,948</u>	<u>15,000</u>	<u>555,948</u>	<u>2,333,875</u>
REVENUE				
Admissions	107,020		107,020	62,692
Membership program	21,775		21,775	35,145
Leadership society	22,917		22,917	21,750
Group tours	18,894		18,894	752
Fundraising events	140,720		140,720	0
Third party events	14,473		14,473	11,312
Merchandise sales, net of cost of goods sold of \$22,513 and \$20,431, respectively	11,782		11,782	635
Interest and dividends	18		18	337
Other income	2,385		2,385	306
	<u>339,984</u>	<u>0</u>	<u>339,984</u>	<u>132,929</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
	220,168	(220,168)	0	0
Total Support and Revenue	<u>1,101,100</u>	<u>(205,168)</u>	<u>895,932</u>	<u>2,466,804</u>
EXPENSES				
Program				
Exhibitions and collections	466,316		466,316	602,208
Planning and development	164,786		164,786	155,185
Public education	217,127		217,127	185,673
Supporting Services				
General and administrative	622,219		622,219	675,449
Fund-raising	111,001		111,001	26,306
Total Expenses	<u>1,581,449</u>	<u>0</u>	<u>1,581,449</u>	<u>1,644,821</u>
CHANGES IN NET ASSETS	(480,349)	(205,168)	(685,517)	821,983
NET ASSETS, JANUARY 1	<u>10,329,809</u>	<u>220,518</u>	<u>10,550,327</u>	<u>9,728,344</u>
NET ASSETS, DECEMBER 31	<u>\$ 9,849,460</u>	<u>\$ 15,350</u>	<u>\$ 9,864,810</u>	<u>\$ 10,550,327</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT			
Contributions	\$ 135,370	\$ 0	\$ 135,370
Grant	1,888,463	174,368	2,062,831
In-kind contributions	135,674		135,674
	<u>2,159,507</u>	<u>174,368</u>	<u>2,333,875</u>
REVENUE			
Admission	62,692		62,692
Membership program	35,145		35,145
Leadership society	21,750		21,750
Group tours	752		752
Fundraising events	11,312		11,312
Merchandise sales, net of cost of goods sold of \$20,431	635		635
Interest and dividends	337		337
Other income	306		306
	<u>132,929</u>	<u>0</u>	<u>132,929</u>
NET ASSETS RELEASED FROM RESTRICTIONS			
Total Support and Revenue	<u>2,670,963</u>	<u>(2,670,963)</u>	<u>0</u>
	<u>4,963,399</u>	<u>(2,496,595)</u>	<u>2,466,804</u>
EXPENSES			
Program			
Exhibitions and collections	602,208		602,208
Planning and development	155,185		155,185
Public education	185,673		185,673
Supporting Services			
General and administrative	675,449		675,449
Fund-raising	26,306		26,306
Total Expenses	<u>1,644,821</u>	<u>0</u>	<u>1,644,821</u>
CHANGES IN NET ASSETS	3,318,578	(2,496,595)	821,983
NET ASSETS, JANUARY 1	<u>7,011,231</u>	<u>2,717,113</u>	<u>9,728,344</u>
NET ASSETS, DECEMBER 31	<u>\$ 10,329,809</u>	<u>\$ 220,518</u>	<u>\$ 10,550,327</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENTS OF CASH FLOWS

	Years Ended	
	December 31,	
	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ (685,517)	\$ 821,983
Adjustment to reconcile changes in net assets to net cash (used in) provided by operating activities		
Depreciation	387,865	181,171
Bad debt expense	0	5,000
Changes in operating assets and liabilities		
Grant receivable	174,368	855,916
Accounts receivable	(28,515)	0
Contribution receivable	0	1,091,210
Unconditional promises to give	45,800	544,469
Prepaid expenses	4,103	5,220
Accounts payable	52,698	(830,197)
Accrued expenses	(13,456)	33,032
Net Cash (Used in) Provided by Operating Activities	<u>(62,654)</u>	<u>2,707,804</u>
CASH FLOWS USED IN INVESTING ACTIVITIES		
Capital expenditures	<u>0</u>	<u>(2,623,019)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from line of credit	255,000	700,000
Proceeds from notes payable	0	2,541,372
Repayments on notes payable	(171,393)	(3,960,341)
Net Cash Provided by (Used in) Financing Activities	<u>83,607</u>	<u>(718,969)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	20,953	(634,184)
CASH AND CASH EQUIVALENTS, JANUARY 1	<u>19,997</u>	<u>654,181</u>
CASH AND CASH EQUIVALENTS, DECEMBER 31	<u>\$ 40,950</u>	<u>\$ 19,997</u>
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
NON CASH OPERATING ACTIVITIES		
In-kind contribution of services	<u>\$ 133,686</u>	<u>\$ 135,674</u>
Interest paid during the year	<u>\$ 45,619</u>	<u>\$ 64,175</u>
CASH BALANCES, DECEMBER 31		
Unrestricted balance	\$ 40,950	\$ 10,237
Restricted balance	0	9,760
	<u>\$ 40,950</u>	<u>\$ 19,997</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE 1 Nature and Purpose of the Organization

The National Museum of Industrial History (the “Museum”) is a not-for-profit corporation, and an affiliate of the Smithsonian Institution, established to present the story of American industry and to provide the context for its future through exhibits, programs, collections and publications.

The Museum is incorporated under the nonprofit corporation laws of the Commonwealth of Pennsylvania. It is recognized as exempt from federal income taxes as an organization described in Section 501(c)(3) of the Internal Revenue Code.

The Museum was constructed on a 100-year-old former Bethlehem Steel facility on the largest private brownstone in America. It consists of over 18,000 square feet of artifacts and exhibits which honor and celebrate America’s rich industrial history. The Museum was first envisioned in the late 1990’s and through the vision of the Board of Directors, the staff and partnerships including the Commonwealth of Pennsylvania and the National Museum of American History, the Museum opened its doors August 2, 2016.

NOTE 2 Summary of Significant Accounting Policies

Basis of Accounting

The financial statements of the Museum are prepared on the accrual basis of accounting in accordance with FASB ASC 958, *Not-for-Profit Entities*.

Financial Statement Presentation

The Museum reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

Unrestricted Net Assets – not subject to donor-imposed restrictions. Unrestricted net assets may be designated for specific purposes by the actions of the Board of Directors.

Temporarily Restricted Net Assets – subject to donor-imposed stipulations that may be fulfilled by the actions of the Board of Directors or become unrestricted at the date specified by the donor.

Permanently Restricted Net Assets – subject to donor-imposed stipulations that are to be maintained permanently. Generally, donors permit the income earned on the related investments to be used for general or specific purposes. The Museum does not have any permanently restricted net assets as of December 31, 2017 or 2016.

Income Taxes

No provision for income taxes has been made in the financial statements since the Museum is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and similar state provisions. However, income from activities not directly related to the Museum’s tax-exempt purpose, if any, would be subject to taxation as unrelated business income.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2017 AND 2016

NOTE 2 **Summary of Significant Accounting Policies (Continued)**

Income Taxes (Continued)

The Museum complies with the guidance in FASB ASC 740, *Income Taxes*. This guidance prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Compliance with FASB ASC 740, *Income Taxes*, did not have a material impact on the Museum's results of operations and financial position.

As of December 31, 2017 and 2016, the Museum had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Cash and Cash Equivalents

The Museum considers all liquid investments with a maturity of three months or less to be cash or cash equivalents.

Concentration of Credit Risk

The Museum may be subject to credit risk on its cash and cash equivalent assets, which are placed with high credit-quality financial institutions. The Federal Deposit Insurance Corporation ("FDIC") coverage is \$250,000 for all accounts. From time to time, the Museum may have amounts on deposit in excess of the FDIC limits. Management believes the Museum has no exposure to credit risk on its cash and cash equivalents at December 31, 2017.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the year in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

The Organization uses the allowance method to determine uncollectible unconditional promises. Any allowance would be based on prior year's experience and management's analysis of specific promises made. No allowance was considered necessary as of December 31, 2017 or 2016. During the years ended December 31, 2017 and 2016, management recorded \$0 and \$5,000 of bad debt related to uncollectible pledges, respectively.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2017 AND 2016

NOTE 2 Summary of Significant Accounting Policies (Continued)

Promises to Give (Continued)

Unconditional promises to give were \$350 and \$46,150 as of December 31, 2017 and 2016, respectively. Management expects these balances to be collected within twelve months of the respective year end and as such has recorded each as current in the statement of financial position.

Contributions

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions.

Revenue Recognition

The Museum recognizes revenues from exchange transactions, primarily event and activity income, admissions, tours, third party events and merchandise sales as the services are provided to the customer.

Government Grant

The Museum, through the City of Bethlehem, PA., obtained a \$4,500,000 grant from the Commonwealth of Pennsylvania in July, 2001. Grant funds are available to the Museum for reimbursement of construction expenditures, subject to the Museum's expenditure of certain qualified matching funds as defined by the Commonwealth.

Grant revenues are recognized as increases in temporarily restricted net assets when the Museum submits applications for the release of funds from the Commonwealth and increases in unrestricted net assets upon receipt of such funds. Revenues from the grant from inception through December 31, 2016 have totaled \$4,500,000. As such, no further revenue was recognized during the year ended December 31, 2017. Grant funds submitted but not collected were recognized as grants receivable at December 31, 2016 and totaled \$174,368. All such funds were collected during the year ended December 31, 2017.

Property and Equipment

Donations of property, furniture and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific use.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2017 AND 2016

NOTE 2 Summary of Significant Accounting Policies (Continued)

Property and Equipment (Continued)

Purchased property, furniture and equipment are carried at cost, less accumulated depreciation. Maintenance and repairs that neither materially add to the value of the property nor appreciably prolong its life are charged to expense. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Related gains or losses from such transactions are credited or charged to income.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from three to forty years.

Collections

The collections, which were acquired through purchases and contributions since the Museum's inception, are not recognized as assets on the statements of financial position. Purchases of collection items are recorded as decreases in unrestricted net assets in the year in which the items are acquired or as temporarily or permanently restricted net assets, if the assets used to purchase the items are restricted by donors. Contributed collection items are not reflected on the financial statements.

The Museum's collections are made up of artifacts of historical significance and Museum displays that are held for educational, research, scientific and curatorial purposes. Each of the items is cataloged, preserved, and cared for, and activities verifying their existence and assessing their condition are performed continuously. The collections are subject to a policy that requires proceeds from their sales to be used for acquisition and direct care of collections.

NOTE 3 Property and Equipment

	December 31,	
	2017	2016
Building improvements	\$ 9,585,937	\$ 9,585,937
Equipment	120,758	130,758
Exhibit design	1,749,096	1,749,096
	11,455,791	11,465,791
Less accumulated depreciation	611,141	233,276
	\$ 10,844,650	\$ 11,232,515

Depreciation expense was \$387,865 and \$181,171 for the years ended December 31, 2017 and 2016, respectively.

NOTE 4 Line of Credit

During 2016, the Museum entered into a revolving line of credit agreement with a bank for borrowings of up to \$1,000,000. Interest on outstanding borrowings is payable monthly at the bank's prime rate plus .5% (5% at December 31, 2017). At December 31, 2017, the outstanding balance on the line of credit was \$955,000.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2017 AND 2016

NOTE 5 **Note Payable**

During 2015, the Museum entered into a note with a bank for borrowings of up to \$3,093,115. Interest on outstanding borrowings was payable monthly at the bank's prime rate plus .5%. The note was secured by the government grant as detailed in Note 1. At December 31, 2016, the outstanding balance on the note was \$171,393. Upon receipt of the final proceeds from the respective government grant, the loan was repaid in full during 2017.

NOTE 6 **Restrictions on Net Assets**

Temporarily restricted net assets at December 31, 2017 and 2016 are designated for the following purposes.

	December 31,	
	2017	2016
Contributions restricted for 2018	\$ 15,000	\$ 0
Receipt of time restricted contributions	350	220,518
	\$ 15,350	\$ 220,518

NOTE 7 **In-Kind Contributions**

In-kind contributions meeting the requirements for recognition in the financial statements are recorded as income at their fair market value at the date of receipt. The Museum recognizes contribution revenue for certain in-kind contributions received at their estimated fair value. The value of storage and office space provided to the Museum totaled \$119,235 and \$114,280 during the years ended December 31, 2017 and 2016, respectively.

NOTE 8 **Concentrations**

During the years ended December 31, 2017 and 2016, the Museum received \$137,000 and \$2,062,831, respectively, in unrestricted contributions from separate and individual sources, representing 24% and 88%, respectively, of the total annual support for those years.

Unconditional promises to give at December 31, 2017 and 2016 included \$350 and \$44,050, respectively, from separate and individual donors, representing 100% and 95%, respectively, of the total in each year.

NOTE 9 **Retirement Plan**

The Museum has adopted a defined contribution retirement plan, which is qualified under Section 403(b) of the Internal Revenue Code. The plan covers the Museum's employees. Under the plan, employees may voluntarily contribute a percentage of their pretax compensation to the plan subject to IRS limits, with the Museum contributing an amount equal to 50% of the employee's contribution, up to a maximum of 4%. Contributions were \$2,715 and \$3,903 for each of the years ended December 31, 2017 and 2016, respectively.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2017 AND 2016

NOTE 10 Commitments

The Museum leases its primary storage facility for its collections under an operating lease which expires June 2020. The Museum also leases two additional spaces on a month to month basis. Rent and related occupancy expenses incurred under these leases during the years ended December 31, 2017 and 2016 totaled \$137,238 and \$138,335, respectively.

The Museum also leases office space, which neighbors the site of the museum, which expires September 2018 and a copier which expired on December 2017. Subsequent to December 31, 2017, the copier lease was replaced with a new agreement expiring March 2021. Rent and related occupancy expenses incurred under these leases during the years ended December 31, 2017 and 2016 totaled \$22,432 and \$28,343, respectively.

Future minimum payments under these lease agreements and in excess of one year are as follows:

2018	\$ 75,118
2019	61,330
2020	33,202
2021	1,088
	<u>\$ 170,738</u>

NOTE 11 Related Party Transactions

During the year ended December 31, 2016, the Museum incurred construction costs of \$1,045,025 to a firm whose chairman of the Board is a member of the Museum's Board of Directors. No such costs were incurred during the year ended December 31, 2017.

In addition, the Board has pledged \$1,000,000 to match contributions of \$50,000 or more related to the Museum's Capital Campaign. The Board match is accrued as contributions from third parties are recognized. The Board considered that their pledge had been fulfilled and recognized as of December 31, 2014. At December 31, 2017 and 2016, the related pledges receivable from these Board commitments were approximately \$0 and \$44,050, respectively.

For the years ended December 31, 2017 and 2016, the Museum received \$117,300 and \$56,000, respectively, in unrestricted contributions from members of the Museum's Board of Directors. These contributions were in addition to any promises made under the matching pledge disclosed above. Contributions receivable from Board members as of December 31, 2017 and 2016, including the items above, totaled \$350 and \$46,150, respectively.

NOTE 12 Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform to the current year presentation. These reclassifications had no effect on previously reported net asset balances.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2017 AND 2016

NOTE 13 Subsequent Events

The Museum has evaluated events and transactions for potential recognition or disclosure in the financial statements through May 9, 2018, the date the financial statements were available to be issued. Except as disclosed in Note 10 above, no events or transactions have occurred that would require recognition or disclosure in the financial statements.

*National Museum of
Industrial History*

December 31, 2018 and 2017

Financial Statements and Independent Auditors' Report

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
DECEMBER 31, 2018 AND 2017

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
National Museum of Industrial History

Report of the Financial Statements

We have audited the accompanying financial statements of National Museum of Industrial History, which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Museum's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of National Museum of Industrial History as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Concannon, Miller + Co., P.C.

Bethlehem, PA
April 15, 2019

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2018
(WITH SUMMARIZED TOTALS AS OF DECEMBER 31, 2017)

	2018		Totals	
	Without Donor Restrictions	With Donor Restrictions	2018	2017
<u>ASSETS</u>				
CURRENT ASSETS				
Cash and cash equivalents	\$ 76,037	\$ 15,000	\$ 91,037	\$ 40,950
Accounts receivable	6,162		6,162	8,045
Contributions receivable		39,795	39,795	20,820
Grant receivable		12,085	12,085	0
Prepaid expenses	7,692		7,692	22,720
Total Current Assets	<u>89,891</u>	<u>66,880</u>	<u>156,771</u>	<u>92,535</u>
PROPERTY AND EQUIPMENT, NET	<u>10,481,465</u>		<u>10,481,465</u>	<u>10,844,650</u>
OTHER ASSETS				
Deposits	5,000		5,000	5,000
Collections (Note 2)			0	0
Total Other Assets	<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>5,000</u>
Total Assets	<u>\$ 10,576,356</u>	<u>\$ 66,880</u>	<u>\$ 10,643,236</u>	<u>\$ 10,942,185</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Line of credit	\$ 1,000,000	\$ 0	\$ 1,000,000	\$ 955,000
Accounts payable	19,189		19,189	95,272
Accrued expenses	23,093		23,093	27,103
Total Liabilities	<u>1,042,282</u>	<u>0</u>	<u>1,042,282</u>	<u>1,077,375</u>
NET ASSETS				
Without donor restrictions	9,534,074		9,534,074	9,849,460
With donor restrictions		66,880	66,880	15,350
Total Net Assets	<u>9,534,074</u>	<u>66,880</u>	<u>9,600,954</u>	<u>9,864,810</u>
Total Liabilities and Net Assets	<u>\$ 10,576,356</u>	<u>\$ 66,880</u>	<u>\$ 10,643,236</u>	<u>\$ 10,942,185</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2017

<u>ASSETS</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
CURRENT ASSETS			
Cash and cash equivalents	\$ 25,950	\$ 15,000	\$ 40,950
Accounts receivable	8,045		8,045
Contributions receivable	20,470	350	20,820
Prepaid expenses	22,720		22,720
Total Current Assets	<u>77,185</u>	<u>15,350</u>	<u>92,535</u>
PROPERTY AND EQUIPMENT, NET	<u>10,844,650</u>		<u>10,844,650</u>
OTHER ASSETS			
Deposits	5,000		5,000
Collections (Note 2)			0
Total Other Assets	<u>5,000</u>	<u>0</u>	<u>5,000</u>
Total Assets	<u>\$ 10,926,835</u>	<u>\$ 15,350</u>	<u>\$ 10,942,185</u>
<u>LIABILITIES AND NET ASSETS</u>			
CURRENT LIABILITIES			
Line of credit	\$ 955,000	\$ 0	\$ 955,000
Accounts payable	95,272		95,272
Accrued expenses	27,103		27,103
Total Liabilities	<u>1,077,375</u>	<u>0</u>	<u>1,077,375</u>
NET ASSETS			
Without donor restrictions	9,849,460		9,849,460
With donor restrictions		15,350	15,350
Total Net Assets	<u>9,849,460</u>	<u>15,350</u>	<u>9,864,810</u>
Total Liabilities and Net Assets	<u>\$ 10,926,835</u>	<u>\$ 15,350</u>	<u>\$ 10,942,185</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2018
(WITH SUMMARIZED TOTALS FOR THE YEAR ENDED DECEMBER 31, 2017)

	2018		Totals	
	Without Donor	With Donor	2018	2017
	Restrictions	Restrictions		
SUPPORT				
Contributions	\$ 724,408	\$ 39,795	\$ 764,203	\$ 285,745
Grants	14,343	27,085	41,428	136,517
In-kind contributions	102,640		102,640	133,686
	<u>841,391</u>	<u>66,880</u>	<u>908,271</u>	<u>555,948</u>
REVENUE				
Admissions	94,469		94,469	107,020
Membership program	9,828		9,828	21,775
Leadership society	15,083		15,083	22,917
Group tours and educational programs	16,852		16,852	20,026
Fundraising events	155,471		155,471	140,720
Third party events	30,049		30,049	14,473
Merchandise sales, net of cost of goods sold of \$22,640 and \$22,310, respectively	15,980		15,980	11,782
Interest and dividends	16		16	18
Other income	127		127	1,253
	<u>337,875</u>	<u>0</u>	<u>337,875</u>	<u>339,984</u>
NET ASSETS RELEASED FROM RESTRICTIONS	15,350	(15,350)	0	0
Total Support and Revenue	<u>1,194,616</u>	<u>51,530</u>	<u>1,246,146</u>	<u>895,932</u>
EXPENSES				
Program				
Exhibitions and collections	684,904		684,904	734,595
Public education	229,021		229,021	228,056
Supporting Services				
General and administrative	363,084		363,084	343,012
Fund-raising and development	232,993		232,993	275,786
Total Expenses	<u>1,510,002</u>	<u>0</u>	<u>1,510,002</u>	<u>1,581,449</u>
CHANGES IN NET ASSETS	(315,386)	51,530	(263,856)	(685,517)
NET ASSETS, JANUARY 1	<u>9,849,460</u>	<u>15,350</u>	<u>9,864,810</u>	<u>10,550,327</u>
NET ASSETS, DECEMBER 31	<u>\$ 9,534,074</u>	<u>\$ 66,880</u>	<u>\$ 9,600,954</u>	<u>\$ 9,864,810</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2017

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
SUPPORT			
Contributions	285,745	\$ 0	\$ 285,745
Grant	121,517	15,000	136,517
In-kind contributions	133,686		133,686
	<u>540,948</u>	<u>15,000</u>	<u>555,948</u>
REVENUE			
Admission	107,020		107,020
Membership program	21,775		21,775
Leadership society	22,917		22,917
Group tours and educational programs	20,026		20,026
Fundraising events	140,720		140,720
Third party events	14,473		14,473
Merchandise sales, net of cost of goods sold of \$22,310	11,782		11,782
Interest and dividends	18		18
Other income	1,253		1,253
	<u>339,984</u>	<u>0</u>	<u>339,984</u>
NET ASSETS RELEASED FROM RESTRICTIONS			
	220,168	(220,168)	0
Total Support and Revenue	<u>1,101,100</u>	<u>(205,168)</u>	<u>895,932</u>
EXPENSES			
Program			
Exhibitions and collections	734,595		734,595
Public education	228,056		228,056
Supporting Services			
General and administrative	343,012		343,012
Fund-raising and development	275,786		275,786
Total Expenses	<u>1,581,449</u>	<u>0</u>	<u>1,581,449</u>
CHANGES IN NET ASSETS	(480,349)	(205,168)	(685,517)
NET ASSETS, JANUARY 1	<u>10,329,809</u>	<u>220,518</u>	<u>10,550,327</u>
NET ASSETS, DECEMBER 31	<u>\$ 9,849,460</u>	<u>\$ 15,350</u>	<u>\$ 9,864,810</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2018
(WITH SUMMARIZED TOTALS FOR THE YEAR ENDED DECEMBER 31, 2017)

	Program Services			Supporting Services			Total Expenses	
	Exhibitions and Collections	Public Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	2018	2017
Salaries	\$ 103,794	\$ 71,525	\$ 175,319	\$ 105,500	\$ 117,688	\$ 223,188	\$ 398,507	\$ 437,855
Employee benefits	6,160	12,960	19,120	49,708	32,778	82,486	101,606	86,829
Payroll taxes	9,150	5,681	14,831	7,953	9,301	17,254	32,085	35,660
Total Salaries and Related Expenses	119,104	90,166	209,270	163,161	159,767	322,928	532,198	560,344
Exhibit storage and conservation	218,256		218,256			0	218,256	251,312
Professional services	725	520	1,245	31,778	22,996	54,774	56,019	56,139
Occupancy	6,031	103,750	109,781	23,409		23,409	133,190	134,715
Travel & meetings	3,190	2,160	5,350	228	183	411	5,761	6,380
Depreciation	330,359	10,929	341,288	29,481		29,481	370,769	387,865
Insurance	315		315	21,100		21,100	21,415	20,147
Interest			0	53,397		53,397	53,397	45,619
Marketing and promotion	4,933	638	5,571	165	43,920	44,085	49,656	42,507
Office expenses	788	3,276	4,064	32,360	5,309	37,669	41,733	45,597
Information technology	1,203	11,038	12,241	8,005	818	8,823	21,064	28,815
Program activities		6,544	6,544			0	6,544	2,009
Total Expenses	\$ 684,904	\$ 229,021	\$ 913,925	\$ 363,084	\$ 232,993	\$ 596,077	\$ 1,510,002	\$ 1,581,449

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2017

	Program Services			Supporting Services			Total	
	Exhibitions and Collections	Public Education	Total Program Services	Management and General		Fundraising		Total Supporting Services
				General				
Salaries	\$ 113,887	\$ 76,037	\$ 189,924	\$ 80,499	\$ 167,432	\$ 247,931	\$ 437,855	
Employee benefits	13,398	14,921	28,319	20,958	37,552	58,510	86,829	
Payroll taxes	6,071	7,530	13,601	14,987	7,072	22,059	35,660	
Total Salaries and Related Expenses	133,356	98,488	231,844	116,444	212,056	328,500	560,344	
Exhibit storage and conservation	251,312		251,312			0	251,312	
Professional services	3,862	765	4,627	30,326	21,186	51,512	56,139	
Occupancy	1,198	104,531	105,729	28,986		28,986	134,715	
Travel & meetings	2,627	2,515	5,142	293	945	1,238	6,380	
Depreciation	330,225	10,929	341,154	36,712		36,712	387,865	
Insurance	154		154	19,993		19,993	20,147	
Interest			0	45,619		45,619	45,619	
Marketing and promotion	9,358	647	10,005	266	32,236	32,502	42,507	
Office expenses	2,305	8,172	10,477	36,086	9,033	45,119	45,597	
Information technology	198		198	28,287	330	28,617	28,815	
Program activities		2,009	2,009			0	2,009	
Total Expenses	\$ 734,595	\$ 228,056	\$ 962,651	\$ 343,012	\$ 275,786	\$ 618,798	\$ 1,581,449	

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
STATEMENT OF CASH FLOWS

	Years Ended	
	December 31,	
	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ (263,856)	\$ (685,517)
Adjustment to reconcile changes in net assets to net cash provided by (used in) operating activities		
Depreciation	370,769	387,865
Changes in operating assets and liabilities		
Accounts receivable	1,883	(8,045)
Contribution receivable	(18,975)	25,330
Grant receivable	(12,085)	174,368
Prepaid expenses	15,028	4,103
Accounts payable	(76,083)	52,698
Accrued expenses	(4,010)	(13,456)
Net Cash Provided by (Used in) Operating Activities	<u>12,671</u>	<u>(62,654)</u>
CASH FLOWS USED IN INVESTING ACTIVITIES		
Capital expenditures	<u>(7,584)</u>	<u>0</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from line of credit	45,000	255,000
Repayments on notes payable	0	(171,393)
Net Cash Provided by Financing Activities	<u>45,000</u>	<u>83,607</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	50,087	20,953
CASH AND CASH EQUIVALENTS, JANUARY 1	<u>40,950</u>	<u>19,997</u>
CASH AND CASH EQUIVALENTS, DECEMBER 31	<u>\$ 91,037</u>	<u>\$ 40,950</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

NON CASH OPERATING ACTIVITIES		
In-kind contribution of services	\$ 102,640	\$ 133,686
Interest paid during the year	<u>\$ 53,397</u>	<u>\$ 45,619</u>

The accompanying notes are an integral part of the financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

NOTE 1 Nature and Purpose of the Organization

The National Museum of Industrial History (the “Museum”) is a not-for-profit corporation, and an affiliate of the Smithsonian Institution, established to present the story of American industry and to provide the context for its future through exhibits, programs, collections and publications.

The Museum is incorporated under the nonprofit corporation laws of the Commonwealth of Pennsylvania. It is recognized as exempt from federal income taxes as an organization described in Section 501(c)(3) of the Internal Revenue Code.

The Museum was constructed on a 100-year-old former Bethlehem Steel facility on the largest private brownstone in America. It consists of over 18,000 square feet of artifacts and exhibits which honor and celebrate America’s rich industrial history. The Museum was first envisioned in the late 1990’s and through the vision of the Board of Directors, the staff and partnerships including the Commonwealth of Pennsylvania and the National Museum of American History, the Museum opened its doors August 2, 2016.

NOTE 2 Summary of Significant Accounting Policies

Basis of Accounting

The financial statements of the Museum are prepared on the accrual basis of accounting in accordance with FASB ASC 958, *Not-for-Profit Entities*.

Financial Statement Presentation

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Cash and Cash Equivalents

The Museum considers all liquid investments with a maturity of three months or less to be cash or cash equivalents.

Concentration of Credit Risk

The Museum may be subject to credit risk on its cash and cash equivalent assets, which are placed with high credit-quality financial institutions. The Federal Deposit Insurance Corporation (“FDIC”) coverage is \$250,000 for all accounts. From time to time, the Museum may have amounts on deposit in excess of the FDIC limits. Management believes the Museum has no exposure to credit risk on its cash and cash equivalents at December 31, 2018.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 2 **Summary of Significant Accounting Policies (Continued)**

Contributions Receivable

Contributions receivable are recorded at their net realizable value if due within one year, and at fair value at date of donation if due in more than one year. The Museum provides an allowance for bad debts equal to management's estimate of losses that will be incurred in the collection of all receivables. The estimated losses are based upon historical collection experience, coupled with a review of the current status of existing accounts. No allowance was considered necessary as of December 31, 2018 and 2017.

Accounts Receivable

Accounts receivable represents amounts due from exchange transaction when service is rendered. The Museum reviews all outstanding accounts and determines collectability of its receivables based on past experience with its customers. Credit losses have been minimal and have consistently been within management's expectations. The Museum believes that all accounts receivable at December 31, 2018 and 2017 will be fully collected. Accordingly, no allowance for credit losses is required.

Property and Equipment

Donations of property, furniture and equipment are recorded as contributions at their estimated fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset for a specific purpose.

Purchased property, furniture and equipment are carried at cost, less accumulated depreciation. Maintenance and repairs that neither materially add to the value of the property nor appreciably prolong its life are charged to expense. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Related gains or losses from such transactions are credited or charged to income.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from three to forty years.

Collections

In conformity with industry practice, museum artifacts purchased and donated are not recorded in the accompanying statement of financial position. Even though not recorded, the Museum's artifacts and collections represent one of its most valuable assets.

The Museum's collections are made up of artifacts of historical significance and Museum displays that are held for educational, research, scientific and curatorial purposes. Each of the items is cataloged, preserved, and cared for, and activities verifying their existence and assessing their condition are performed continuously. The collections are subject to a policy that requires proceeds from their sales to be used for acquisition and direct care of collections.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 2 **Summary of Significant Accounting Policies (Continued)**

Recognition of Contributions

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Recognition of Admission Fees and Program Revenue

The Museum charges fees for admissions, tours, educational programs, retail sales and membership fees. Revenues from these services are recognized at the time the services are provided.

Advertising

The Museum follows the policy of charging the costs of advertising to expense as incurred. Advertising expense of \$33,566 and \$33,751 is included in the statement of activities for the years ended December 31, 2018 and 2017, respectively.

Income Taxes

No provision for income taxes has been made in the financial statements since the Museum is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and similar state provisions. However, income from activities not directly related to the Museum's tax-exempt purpose, if any, would be subject to taxation as unrelated business income.

The Museum complies with the guidance in FASB ASC 740, *Income Taxes*. This guidance prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Compliance with FASB ASC 740, *Income Taxes*, did not have a material impact on the Museum's results of operations and financial position.

As of December 31, 2018 and 2017, the Museum had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 2 **Summary of Significant Accounting Policies (Continued)**

Functional Allocation of Expenses

The statements of functional expenses report certain categories of expenses that are attributable to one or more program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include facilities and equipment, depreciation and operating expenses, which are allocated based on the basis of use at each respective owned or leased property, as well as employment costs and contract services which are allocated on the basis of estimates of time and effort.

Change in Accounting Principle

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standard Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The Museum has applied the changes retrospectively to all periods presented. The new standard changes the following aspects of the financial statements:

- Unrestricted net asset class has been renamed Net Assets Without Donor Restrictions.
- The temporarily and permanently restricted net asset classes have been combined into a single net asset class called Net Assets with Donor Restrictions.
- The financial statements are required to provide an analysis of expenses by their natural as well as their functional classification in one location.
- The financial statements include a disclosure about liquidity and availability of resources (Note 3).
- Investment expenses are included in net investment return.

The ASU has been applied retrospectively to all periods presented and had no impact on the previously reported net assets.

NOTE 3 **Liquidity and Availability**

The Museum receives significant contributions and promises to give restricted by donors, and considers contributions restricted for programs which are ongoing, major, and central to its annual operations to be available to meet cash needs for general expenditures. The Museum manages its liquidity and reserves following two guiding principles: operating within a prudent range of financial soundness and stability and maintaining adequate liquid assets to fund near-term operating needs. The Museum has a liquidity policy to maintain current financial assets less current liabilities at a minimum of 30 days operating expenses. To achieve these targets, the entity forecasts its future cash flows and monitors its liquidity monthly.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 3 Liquidity and Availability (Continued)

Financial assets available for general expenditure within one year of the statement of financial position date, comprise the following:

Cash	\$ 91,037
Accounts receivable	6,162
Contributions receivable	39,795
Grants receivable	12,085
	<u>\$ 149,079</u>

NOTE 4 Property and Equipment

	<u>December 31,</u>	
	<u>2018</u>	<u>2017</u>
Building improvements	\$ 9,581,437	\$ 9,585,937
Land improvements	12,085	0
Equipment	120,758	120,758
Exhibit design	1,749,096	1,749,096
	<u>11,463,376</u>	<u>11,455,791</u>
Less accumulated depreciation	981,910	611,141
	<u>\$ 10,481,466</u>	<u>\$ 10,844,650</u>

Depreciation expense was \$370,769 and \$387,865 for the years ended December 31, 2018 and 2017, respectively.

NOTE 5 Line of Credit

During 2016, the Museum entered into a revolving line of credit agreement with a bank for borrowings of up to \$1,000,000. Interest on outstanding borrowings is payable monthly at the bank's prime rate plus .5% (6% at December 31, 2018). As of December 31, 2018 and 2017, the outstanding balance on the line of credit was \$1,000,000 and \$955,000, respectively. The line is secured by the building in which the Museum operates.

NOTE 6 Net Assets with Donor Restrictions

Net assets with donor restrictions at December 31, 2018 and 2017 are restricted for the following purposes.

	<u>December 31,</u>	
	<u>2018</u>	<u>2017</u>
Contributions restricted for future years	\$ 15,000	\$ 15,000
Receipt of time restricted contributions	39,795	350
Receipt of time restricted grants	12,085	
	<u>\$ 66,880</u>	<u>\$ 15,350</u>

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 7 In-Kind Contributions

A number of volunteers have donated significant amounts of their time to the Museum's administrative and program services, and in its fund raising campaigns and events during the year; however, these donated services are not reflected in the financial statements since these services are not professional in nature, and, as such, do not meet the criteria for recognition as contributed services.

Contributed professional services are recognized at fair market value if the services received require specialized skills that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. The amounts reflected in the accompanying financial statements as contributions in-kind are offset by like amounts included in expenses.

The Museum received \$102,640 and \$133,686 of donated professional services for the years ended December 31, 2018 and 2017, respectively

NOTE 8 Concentrations

During the years ended December 31, 2018 and 2017, the Museum received approximately \$563,000 and \$200,000, respectively, in unrestricted contributions from separate and individual sources, representing 62% and 36%, respectively, of the total annual support for those years.

Contributions receivable at December 31, 2018 and 2017 included \$10,000, respectively, from one donor, representing 25% and 48%, respectively, of the total in each year.

NOTE 9 Retirement Plan

The Museum has adopted a defined contribution retirement plan, which is qualified under Section 403(b) of the Internal Revenue Code. The plan covers the Museum's employees. Under the plan, employees may voluntarily contribute a percentage of their pretax compensation to the plan subject to IRS limits, with the Museum contributing an amount equal to 50% of the employee's contribution, up to a maximum of 4%. Contributions were \$3,605 and \$2,715 for each of the years ended December 31, 2018 and 2017, respectively.

NOTE 10 Commitments

The Museum leases its primary storage facility for its collections under an operating lease which expires June 2020. The Museum also leases two additional spaces on a month to month basis. Rent and related occupancy expenses incurred under these leases during the years ended December 31, 2018 and 2017 totaled \$108,683 and \$137,238, respectively.

The Museum also leases office space, which neighbors the site of the museum, which expires March 2021. Rent and related occupancy expenses incurred under these leases during the years ended December 31, 2018 and 2017 totaled \$24,679 and \$21,993, respectively.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 10 **Commitments (Continued)**

Future minimum payments under these lease agreements and in excess of one year are as follows:

2019	\$	61,330
2020		33,202
2021		1,088

NOTE 11 **Related Party Transactions**

For the years ended December 31, 2018 and 2017, the Museum received \$590,533 and \$159,000, respectively, in unrestricted contributions from members of the Museum's Board of Directors. Contributions receivable from Board members as of December 31, 2018 and 2017, totaled \$0 and \$350, respectively.

NOTE 12 **New Accounting Pronouncements**

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which clarifies the principles for recognizing revenue and develops a common revenue standard. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. ASU No. 2014-09 is effective for annual periods beginning after December 15, 2017. Early adoption is not permitted before annual reporting periods beginning after December 15, 2017, and retroactive application is permitted but not required.

Revenue from Contracts with Customers (Topic 606), which defers the effective date of ASU 2014-09, along with subsequent updates, to annual reporting periods beginning after December 15, 2018. In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606)*, which clarifies the implementation guidance on principal versus agent considerations.

In April 2016, the FASB issued ASU No. 2016-10, *Revenue from Contracts with Customers (Topic 606)*, which clarifies the implementation guidance on identifying performance obligations.

In May 2016, the FASB issued ASU No. 2016-12, *Revenue from Contracts with Customers (Topic 606)*, which further clarified narrow scope improvements and practical expedients. In December 2016, the FASB issued ASU No. 2016-20, *Revenue from Contracts with Customers (Topic 606)*, which made various technical corrections and improvements. The Museum will adopt the provision of Topic 606 in fiscal 2019 and is currently evaluating the impact of adopting this guidance on its financial statements.

NATIONAL MUSEUM OF INDUSTRIAL HISTORY
NOTES TO FINANCIAL STATEMENTS (Continued)
DECEMBER 31, 2018 AND 2017

NOTE 12 New Accounting Pronouncements (Continued)

Clarifying Scope and the Accounting Guidance for Contributions

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)*. This amended guidance distinguishes between contributions and exchange transactions and assists in determining which guidance to apply. For contributions, the guidance in Subtopic 958-605, *Not-for-Profit Entities—Revenue Recognition*, should be followed. For exchange transactions, Topic 606, *Revenue from Contracts with Customers*, should be followed. In addition, once a transaction is deemed to be a contribution, this amended guidance assists in determining whether a contribution is conditional or unconditional, and if unconditional, whether the transaction is donor-restricted for a limited purpose or timing. The guidance should be applied on a modified prospective basis. As a resource recipient, the guidance will be effective for the Museum for the year ending December 31, 2019. Early adoption is permitted.

Leases

In February 2016, the FASB issued ASU No. 2017-02, *Leases (Topic 842)*, which will supersede current guidance related to accounting for leases. The core principle of this guidance is to increase transparency and comparability among organizations by reorganizing lease assets and liabilities on the balance sheet and disclosing key information. The standard will be effective for annual periods beginning after December 15, 2019 with early adoption permitted. The Museum is currently evaluating the impact of adopting this guidance on its financial statements.

NOTE 13 Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform to the current year presentation. These reclassifications had no effect on previously reported net asset balances.

NOTE 14 Subsequent Events

The Museum has evaluated events and transactions for potential recognition or disclosure in the financial statements through April 15, 2019, the date the financial statements were available to be issued. No events or transactions have occurred that would require recognition or disclosure in the financial statements.