

new

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
NEWTON ANGINO COMMUNITY FARM**

AMENDMENT #2

This Amendment #2 is entered into this 20 day of June, 2008, by and between Newton Community Farm, Inc., a nonprofit corporation organized under chapter 180 of the Massachusetts General Laws with a principal place of business at 303 Nahanton Street, Newton, Massachusetts 02459 (hereinafter "OPERATOR") and the City of Newton, a municipal corporation with an address at 1000 Commonwealth Avenue, Newton, Massachusetts 02459, acting by and through the Newton Farm Commission, but without personal liability to its members (hereinafter "CITY");

WHEREAS, the parties entered into *Agreement for the Operation and Maintenance of Newton Angino Community Farm*, (hereinafter "AGREEMENT") dated March 2, 2006, which provides in paragraph 7.6 that the OPERATOR cannot make alterations to the CITY owned Angino Farm buildings without the CITY'S written approval; and

WHEREAS, the Angino Community Farm Barn (the "Barn") is in need of structural repairs, and the OPERATOR is willing to undertake such repairs, including exterior alterations, using funds that have been donated to the OPERATOR for such purpose,

NOW THEREFORE, the parties hereby amend the AGREEMENT to permit the OPERATOR to repair the Barn in accordance with the following provisions:

1. Approval and License to Carry Out Improvements

The CITY hereby approves structural repairs, including exterior alterations, as proposed by the OPERATOR and more fully described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein as part of this Amendment (the "Work"). Such Work shall be consistent with the exterior elevation plans to be approved by the CITY, and drawings and specifications approved by the Public Buildings Commissioner. The CITY further grants a license to the independent contractor to be hired by the OPERATOR to enter upon grounds surrounding the Barn in order to make the approved structural repairs and exterior renovations.

2. Incorporation of Exterior Elevation Plans and Renovation Drawings and Specifications

All alterations to the exterior elevations shall be consistent with the following plans entitled *Additions & Alterations to: The Barn At Angino Farm*, dated February 22, 2008, revised 5/01/2008, by TBA Architects, Inc., consisting of 3 sheets: A-2.1-2.3 which plans are attached hereto as Exhibit B and incorporated herein as part of this Amendment. Prior to commencing any reconstruction of the exterior elevations, the OPERATOR shall submit final elevation plans and color selections to the CITY for its review and approval. The parties anticipate that this review and approval shall take place at the August 7, 2008, meeting of the Newton Farm Commission. Such final elevation plans shall reflect the response or acceptance of the Newton

Farm Commission relative to the recommendations of the Newton Historical Commission which are attached hereto as Exhibit C.

The elevation plans, renovation drawings, and specifications to be used for the actual renovation shall be prepared and stamped by a qualified design professional (whether architect or engineer). Contract administration and Project close-out must be performed by a qualified design professional (whether architect or engineer).

3. Use of an Independent Contractor(s)

The OPERATOR shall hire an independent contractor(s) to serve as the General Contractor for performance of the Work. Such General Contractor must hold a Construction Supervisor License, and any subcontractor(s) hired by the General Contractor must hold all necessary licenses or registrations for the work they will perform.

The OPERATOR shall be solely responsible for engaging, supervising and paying its General Contractor, provided, however, that all work done on the Barn shall be subject to inspection and approval by the Public Buildings Commissioner or his designee and shall be subject to the customary authority of the City to enforce safety codes and other laws and ordinances.

4. Schedule

The OPERATOR currently anticipates that the Scope of Work described in Exhibit A will be completed by approximately December, 2008. All work shall be coordinated with the activities of the Angino Community Farm.

The OPERATOR shall provide a schedule for performance of work which includes possible phasing of the Work if more extensive structural problems are uncovered, which schedule to be reviewed and approved by the Public Buildings Commissioner.

5. Indemnification and Insurance

The OPERATOR may use AIA Document A201™, 1997 Copyright as its contract with its General Contractor. The OPERATOR shall require its General Contractor to indemnify the City, the Newton Farm Commission, and the OPERATOR, and shall include in its contract with the General Contractor Sec. 3.18 *Indemnification* as set forth in the aforementioned A201™, 1997 Copyright. The OPERATOR shall also include the Scope of Work and Plans approved in this Amendment in its contract with its General Contractor.

Prior to commencing work, the General Contractor shall provide a Certificate of Insurance(s) to the OPERATOR and to the City's Law Department showing insurance policies in effect as listed below and written by a company or companies authorized to do business in the Commonwealth of Massachusetts. Such policies shall be in full force and effect during the full term of the General Contractor's agreement with the OPERATOR.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c. 152 as amended.

GENERAL LIABILITY

Personal Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$1,000,000 each person \$1,000,000 aggregate
Property Damage	\$1,000,000

The City of Newton, the Newton Farm Commission, and the OPERATOR shall be named as additional insureds on the General Contractor's Liability Policies.

6. Title to all Improvements; Guarantees; Warranties

Upon completion, inspection and acceptance of the improvements to the Barn, title to materials incorporated into the Barn shall vest in the City.

The OPERATOR shall require its General Contractor to provide a builder's warranty that all materials furnished and labor performed by the General Contractor are free from defects or errors in workmanship or installation for a period of one (1) year from the date of completion of the Work. The OPERATOR shall require that such builder's warranty and/or any manufacturer warranties or guarantees run to the CITY. The roofing material (minimum 25 year life) shall be subject to review and approval by the Public Buildings Commissioner.

7. Miscellaneous Provisions.

The OPERATOR shall comply with the following provisions when performing work authorized pursuant to this Amendment and shall require its General Contractor, the General Contractor's agents, servants, employees or subcontractors to comply with such provisions as applicable:

- A Demolition permit and Building permit will be required (fee will be waived) prior to commencement of any work requiring such permit(s), and the Work shall be done in accordance with applicable building codes, including any fire code upgrades
- If Handicap Accessibility code issues are triggered, compliance with applicable accessibility requirements
- All construction activities to comply with applicable provisions of the City of Newton Noise Ordinance
- Disturbance or removal of hazardous materials, such as, but not limited to, lead paint or asbestos, must be performed in accordance with all applicable DEP and/or health code

requirements, and disposal of all hazardous material must be at a duly licensed disposal site(s), with appropriate disposal documentation provided to the CITY at the conclusion of the Project

- OPERATOR to provide a construction management plan which includes: means of securing the work site and providing a physical barrier to prevent the public from accessing the work site, or protecting the public if portions of the Barn are to be used during the renovation; where contractor on-site parking and storage of materials will be during construction; and routes to and from the site to be used by the General Contractor, its agents, servants, employees or subcontractors. The construction management plan shall be reviewed and approved by the Public Buildings Commissioner
- Plans and specifications to be reviewed and approved by the Public Buildings Commissioner prior to issuance for construction, which review will be undertaken in a timely manner to avoid delay
- Daily on-site supervision (at start and conclusion of work day) to be provided by an individual with construction experience
- Names and contact information for all members of the Project Team, i.e., member(s) of the OPERATOR responsible for renovation; design professional; on-site supervisor; and General Contractor (including list of subcontractors) to be provided to the Public Buildings Commissioner
- OPERATOR to prepare monthly Project progress reports and provide same to the CITY and to the Public Buildings Commissioner
- Prior to accepting the Project as complete and processing final payment to the General Contractor, the OPERATOR shall permit the Public Buildings Commissioner and the CITY to perform a detailed inspection to verify that the renovation has been performed in accordance with the contract specifications and all punch list items have been completed

8. Except as modified herein, all other terms and provisions of AGREEMENT and Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 in five originals.

NEWTON COMMUNITY FARM, INC.

By: Rebelah Giulio

Title: President

CITY OF NEWTON

By: Peter K. Lewenberg

Peter K. Lewenberg, Chair
Newton Farm Commission

Approved as to legal form and character:

[Signature]

Associate City Solicitor

AMENDMENT APPROVED:

David B. Cohen
David B. Cohen, Mayor

EXHIBIT A

EXHIBIT A
SCOPE OF WORK

April 25, 2008

Following is a written description of the work planned for the barn at Angino Farm in 2008. All repairs and/or renovations will be completed in accordance with façade plans approved by the Angino Farm Commission, and drawings and specifications approved by the Public Buildings Commissioner, reflecting this written description of work.

1. Foundation

The foundation will receive some minor rebuilding and repointing work. At the main door ("South") the asphalt driveway touches the wooden sill. We plan to remove the driveway a few feet back to expose the sill and about six inches of the foundation. We will maintain the direct at-grade access to the barn but will modify the approach to the building to preserve the wood sill.

We have taken steps to channel the east side site water runoff by installing a French drain and swale. Depending on our experience with drainage and infiltration this spring we may need to do some further work to channel water away from the east foundation.

2. Timber Frame

The timber frame of the barn has been damaged due to water infiltration, particularly along the east wall. Sill rot and damage at the eaves is present, and the wooden studs and siding are damaged in places. The barn has settled, dropped and moved a good deal over time. In spite of the installation of metal tension rods, the dropped tie beams have pulled away from perimeter posts causing the frame to move out of vertical alignment.

We plan to repair and replace sills so that the barn can be leveled and the frame straightened. We will strengthen timbers and secure joints with a combination of methods. The columns and connections at damaged locations can be repaired with epoxy consolidation of rotted areas, some sistering of members, straps at dropped tie beams or other types of metal assists, and/or limited replacement of wood sections. To enable the frame repair it may be necessary to remove one or both of the side lofts, which would require eventual reconstruction to create adequate ceiling height for the anticipated conversion. Siding and roof at the affected areas will be removed in order to provide complete access to the work and assure the best repair. We plan to reinforce the roof rafters, which will be accomplished by mid-span relief beams supported by extensions to the existing posts.

3. Walls

Although some walls are sound, some are very weak and/or have deteriorated substantially, particularly the east wall near the southeast corner, and the north wall. The existing vinyl siding inhibits airflow and may be contributing to further moisture deterioration.

We plan to remove the vinyl siding, and as necessary remove existing shingles and sheathing to obtain access to the structure from the outside. For long term strength we plan to install new sheathing on most of the walls, and new studs in many areas. In certain locations, to preserve the inside view of the historic sheathing, we plan to install new insulation underneath the shingles. Where practical and economic, we will retain the existing shingles. Everywhere else, we will install new cedar shingles painted or stained a red color to match the historic color on the old shingles. Wood trim painted white will be installed around windows and doors. Wherever appropriate to minimize costs when the main floor is converted, we plan to install framing at anticipated locations to accept new windows and doors at a later time.

4. Roof

The asphalt shingle roofing on the main part of the barn has deteriorated badly, and large patches to stop leaks have been placed in two locations since the building was acquired by the city two years ago. Roofing material to be used will have a minimum 25 year life.

We plan to strip off the roofing and replace it with new roofing, compatible with the building's historic nature. We have not yet determined whether to use new asphalt shingles, or to use standing seam roofing, which would have a longer life, and would be compatible with a solar water heating system, but would be more expensive to install. In any case, the new roof will be insulated at this time, to be compatible with the eventual conversion of the building into a heated space. We plan to install rigid foam insulation between the existing roof boards and the new roofing layer so that we can maintain the historic interior of the roof structure.

EXHIBIT B



TBA ARCHITECTS, INC.
 ARCHITECTURE
 PLANNING
 INTERIORDESIGN
 341 CROCKET STREET NEWTON MASS 02459
 TEL: (781) 552-3628 FAX: (781) 552-3634
 WWW.TBAARCHITECTS.COM

ADDITIONS &
 ALTERATIONS TO:
 THE BARN AT
 ANGINO FARM

303 NAHANTON
 STREET
 NEWTON,
 MASSACHUSETTS
 02459

DRAWN BY	CHECKED BY	COPYRIGHT
JAH	MRF	2008

05/01/2008
04/23/2008
03/26/2008

REVISIONS

DATE OF ISSUE
 February 22, 2008

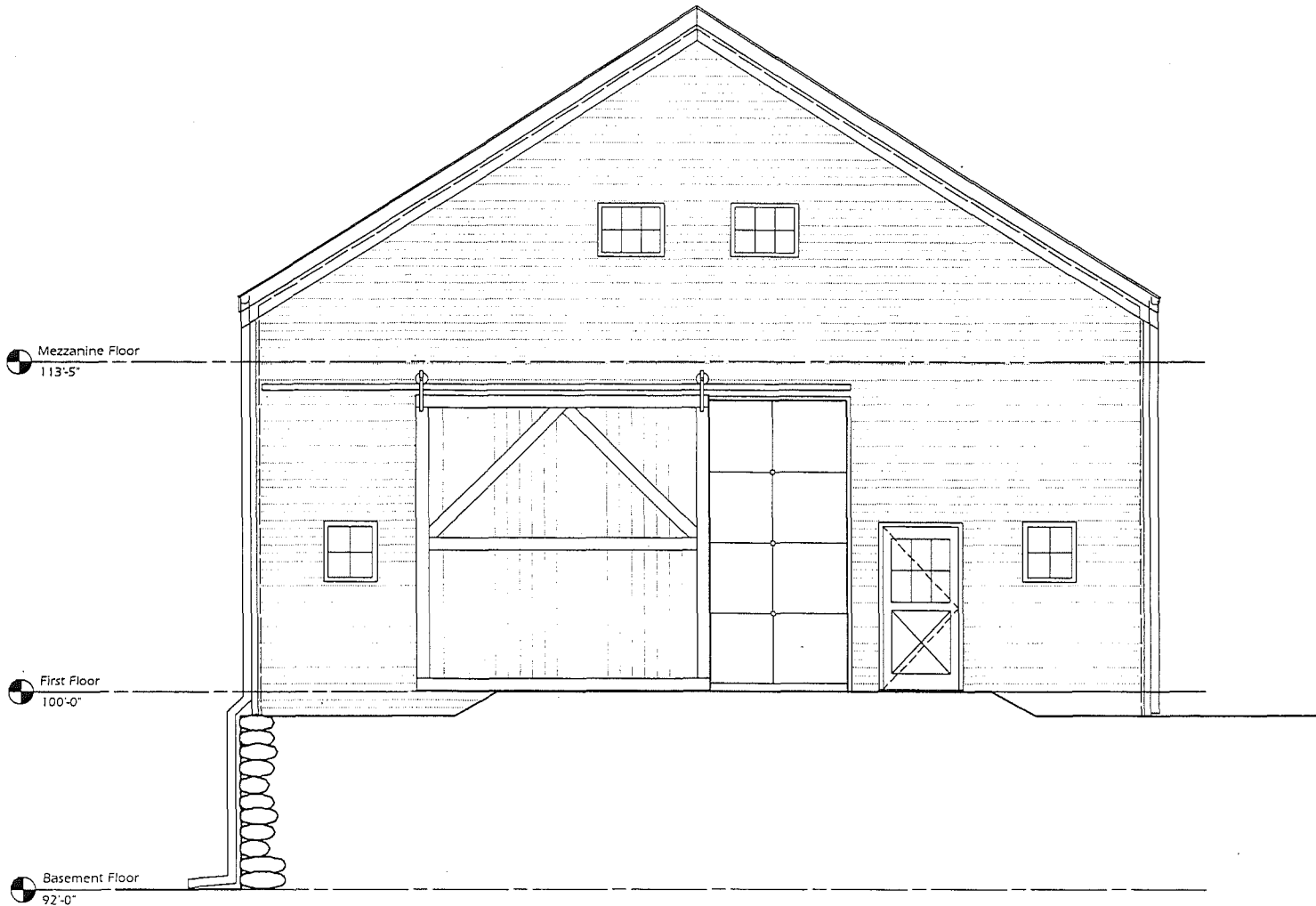
SCALE

SCHEMATIC DESIGN
 SOUTHEAST
 ELEVATION

TBA PROJECT #

A-2.1

NOT FOR CONSTRUCTION





TBA ARCHITECTS, INC.
 ARCHITECTURE
 PLANNING
 INTERIOR DESIGN
 241 CHESTNUT STREET, WILMINGTON, MA 01893
 TEL: (617) 251-5428 FAX: (617) 251-5424
 www.tbaarchitects.com

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 THE BARN AT
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303 NAHANTON
 STREET
 NEWTON,
 MASSACHUSETTS
 02459

DRAWN BY	CHECKED BY	DATE
JAH	MRF	2008

DATE	REVISIONS
05/01/2008	
04/23/2008	
03/26/2008	

DATE OF ISSUE
 February 22, 2008

SCALE

SCHEMATIC DESIGN
 SOUTHWEST
 ELEVATION

TBA PROJECT #

A-2.2

NOT FOR CONSTRUCTION





TBA ARCHITECTS, INC.
ARCHITECTURE
PLANNING
INTERIOR DESIGN
241 CROSBY STREET, WATUWILL, MA 02459
TEL: (781) 923-9628 FAX: (781) 923-9634
www.tbainc.com

ADDITIONS &
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THE BARN AT
ANGINO FARM

303 NAHANTON
STREET
NEWTON,
MASSACHUSETTS
02459

DRAWN BY	CHECKED BY	DATE
JAH	MRF	2008

DATE	REVISIONS
05/01/2008	
04/23/2008	
03/26/2008	

DATE OF ISSUE
February 22, 2008

SCALE

SCHEMATIC DESIGN
NORTHWEST
ELEVATION

TBA PROJECT #

A-2.3

NOT FOR CONSTRUCTION

EXHIBIT C



CITY OF NEWTON, MASSACHUSETTS

Department of Planning and Development
Michael J. Kruse, Director

Telephone
(617)-796-1120
Telefax
(617) 796-1142

David B. Cohen
Mayor

RECORD OF ACTION:

DATE: May 27, 2008

SUBJECT: 303 Nahanton Street, Angino Farm Barn

At a scheduled meeting and public hearing on May 22, 2008 the Newton Historical Commission, by vote of 5-1 with 1 abstaining,

RESOLVED to approve the plans as submitted for the renovation of the barn at 303 Nahanton Street with the requirement that the 3 proposed windows on the west facade be 4 by 4 feet in size, each window shall have four 24 inch square awning windows with two panes each, with the visual effect being 4 over 4 lights designed to resemble the lower level barn doors with each window opening centered over each door bay.

FURTHER RESOLVED to approve the concept of a porch with the commission requesting the opportunity to review final plans.

LASTLY RESOLVED that the commission approves the materials list, but requests the barn roof material be steel or aluminum.

Voting in the Affirmative:

John Rodman, Chairman Nancy Grissom, Member
William Roesner, Member Donald Lang, Member
Rodney Barker, Member

Voting in the Negative:

Charles McMillan, Member

Abstaining from vote:

Dave Morton, Member

Brian Lever, Commission Staff

Newton Historical Commission
1000 Commonwealth Avenue, Newton, Massachusetts 02459
Email: blever@ci.newton.ma.us
www.ci.newton.ma.us



TBA ARCHITECTS, INC.
 ARCHITECTURE
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 INTERIOR DESIGN
 241 CRESCENT STREET, WALTHAM, MA 02453
 TEL: (781) 975-5628 FAX: (781) 975-5634
 www.tba-architects.com

ADDITIONS &
 ALTERATIONS TO:
 THE BARN AT
 ANGINO FARM

303 NAHANTON
 STREET
 NEWTON,
 MASSACHUSETTS
 02459

DRAWN BY	CHECKED BY	COPYRIGHT
KHV JAH	MRB	2008

05/19/2008 Historic Co

05/01/2008 Farm Cr

04/23/2008 Elevs

03/26/2008

REVISIONS

DATE OF ISSUE
 February 22, 2008

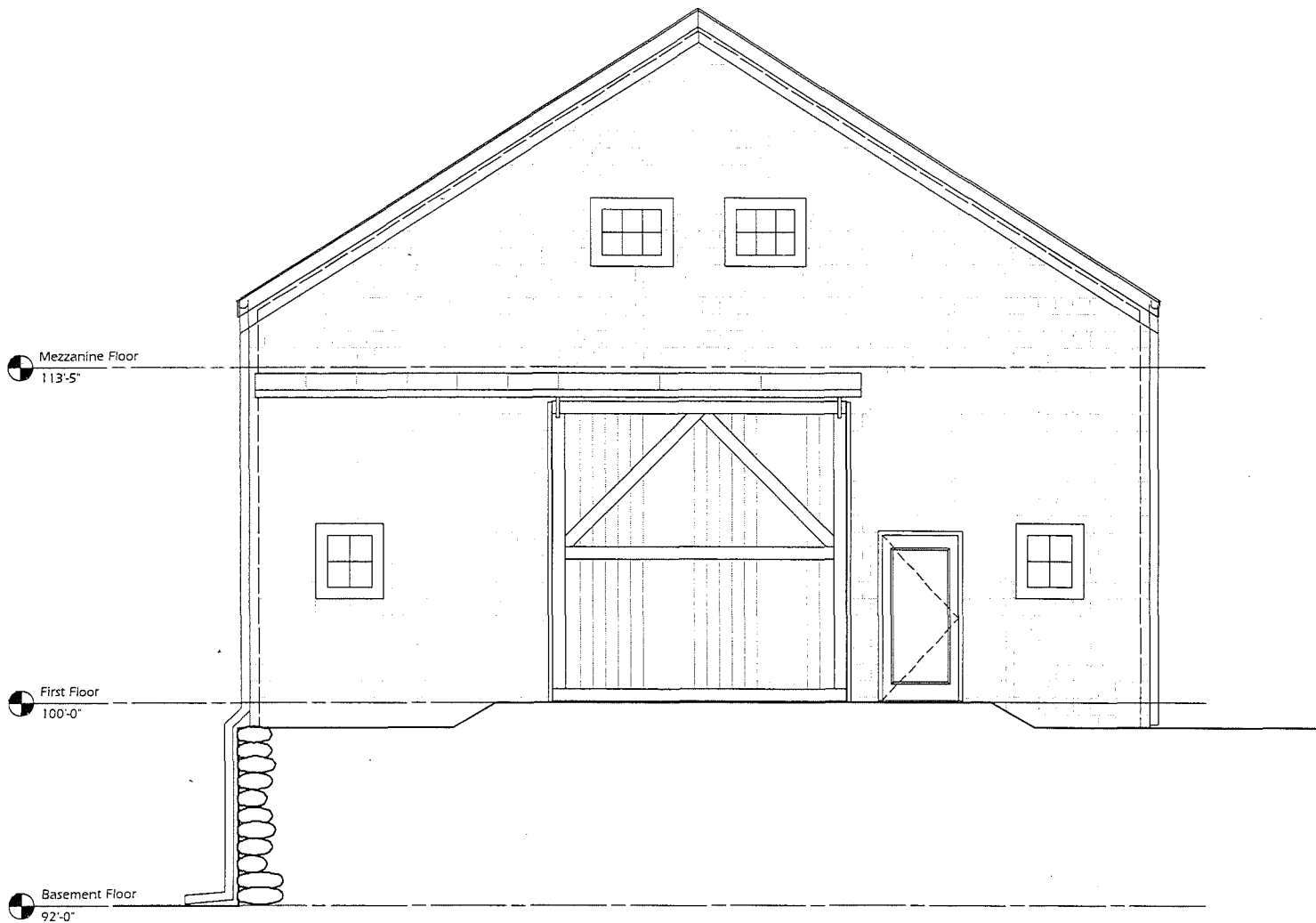
SCALE

SCHEMATIC DESIGN
 SOUTHEAST
 ELEVATION

TBA PROJECT#

A-2.1

NOT FOR CONSTRUCTION





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ADDITIONS &
 ALTERATIONS TO:
 THE BARN AT
 ANGINO FARM

303 NAHANTON
 STREET
 NEWTON,
 MASSACHUSETTS
 02459

DESIGNED BY	CHECKED BY	DATE
KJV	MRF	2008

DATE	DESCRIPTION
05/19/2008	Historic CX
05/01/2008	Farm CX
04/23/2008	Elevs
03/26/2008	

REVISIONS

DATE OF ISSUE
 February 22, 2008

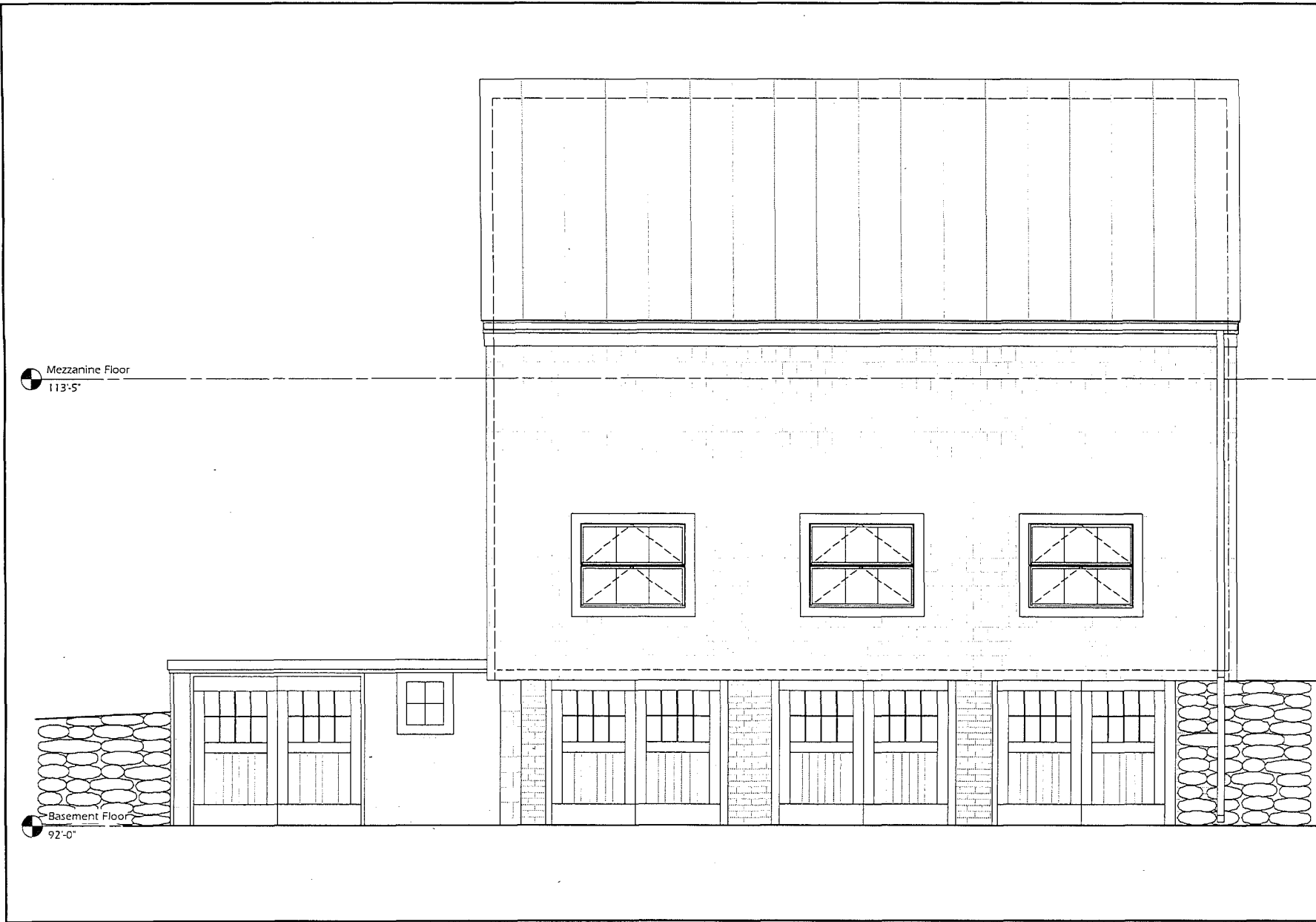
SCALE

SCHEMATIC DESIGN
 SOUTHWEST
 ELEVATION

TBA PROJECT#

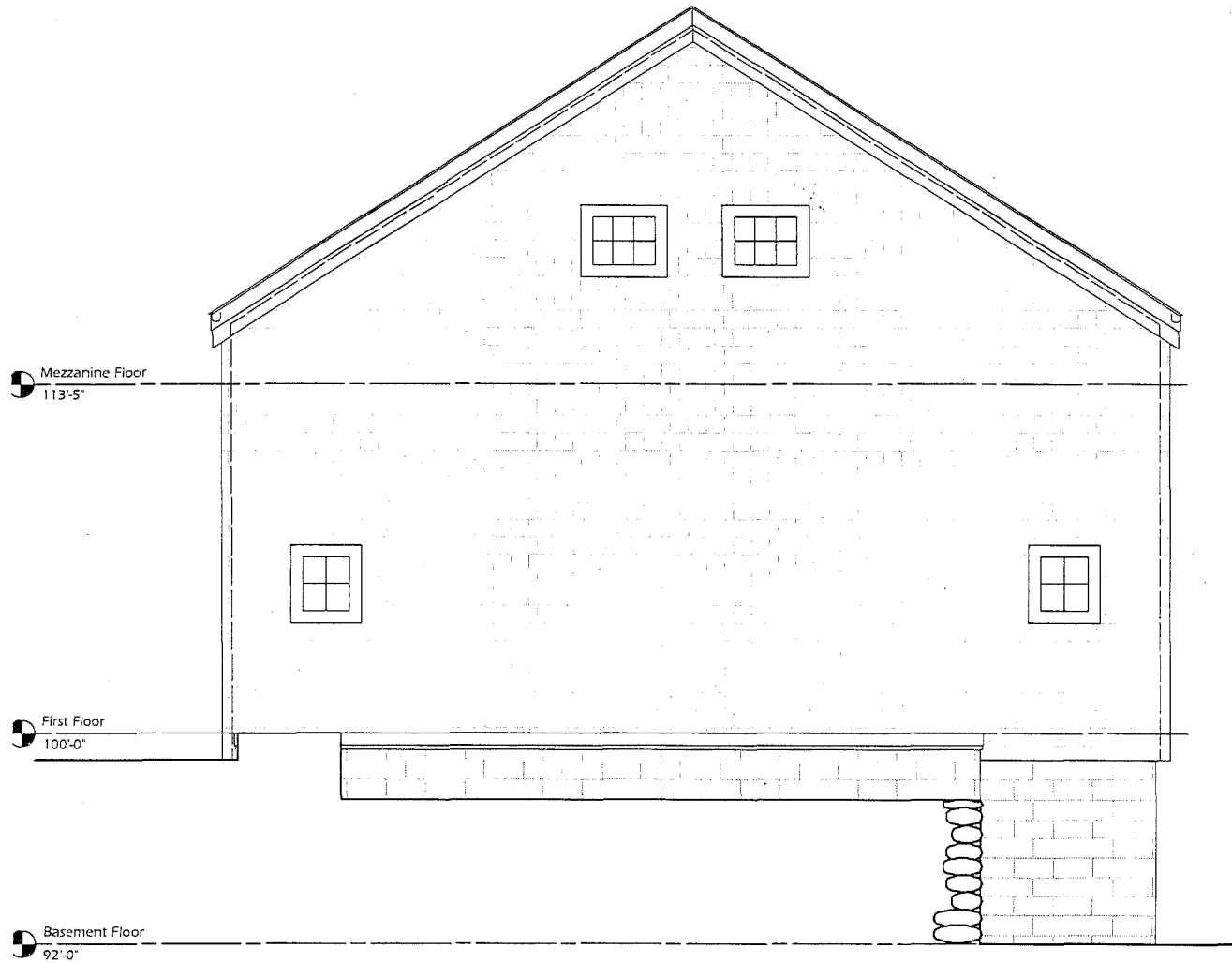
A-2.2

NOT FOR CONSTRUCTION



Mezzanine Floor
 113'-5"

Basement Floor
 92'-0"



TBA ARCHITECTS, INC.
ARCHITECTURE
PLANNING
INTERIOR DESIGN
241 CIRCLEHILL DRIVE, WASHINGTON, MASSACHUSETTS 01890
TEL: (978) 895-5422 FAX: (978) 895-5434
www.tbaarchitects.com

ADDITIONS &
ALTERATIONS TO:
THE BARN AT
ANGINO FARM

303 NAHANTON
STREET
NEWTON,
MASSACHUSETTS
02459

DRAWN BY	CHECKED BY	DATE
KHV	MSF	2008
JAH		

05/19/2008 Historic Cd

05/01/2008 Farm Cx

04/23/2008 Elevs

03/26/2008

REVISIONS

DATE OF ISSUE
February 22, 2008



SCHEMATIC DESIGN
NORTHWEST
ELEVATION

TBA PROJECT #

A-2.3

NOT FOR CONSTRUCTION

CERTIFICATE OF AUTHORITY - CORPORATE

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

Newton Community Farm, Inc. corporation; and that
(insert name of corporation)

2. Rebekah Smillie is the duly elected
(insert name of officer who signed contract)

President of said corporation; and that
(insert title of officer)

3. on 2/5/08 at a duly authorized meeting of the Board of
(insert date of meeting)*


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

Rebekah Smillie of this corporation
(insert name and title of officer) (NOTE: Should be same as No. 2 above)

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:


(Signature of Clerk or Secretary)

Name:

Richard Dinjian

(Please print or type name of Clerk/Secretary)

DATE:

6/26/08

(insert date Certificate signed by Clerk or Secretary)**

*This date must be *on or before* the date that the corporate officer signs the contract.

**This date must be *on or after* the date that the corporate officer signs the contract.

**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
NEWTON ANGINO COMMUNITY FARM**

AMENDMENT #3

This Amendment #3 is entered into this 4 day of December, 2008, by and between Newton Community Farm, Inc., a nonprofit corporation organized under chapter 180 of the Massachusetts General Laws with a principal place of business at 303 Nahanton Street, Newton, Massachusetts 02459 (hereinafter "OPERATOR") and the City of Newton, a municipal corporation with an address at 1000 Commonwealth Avenue, Newton, Massachusetts 02459, acting by and through the Newton Farm Commission, but without personal liability to its members (hereinafter "CITY");

WHEREAS, the CITY is interested in exercising its option to extend the current Agreement with the OPERATOR,

NOW THEREFORE, the parties hereby amend the AGREEMENT as follows:

1. Paragraph 2.

The CITY hereby exercises its option to extend the term of this Agreement for a two-year period commencing upon the expiration of the current term, thereby extending the contract term starting on March 2, 2009, and continuing to March 2, 2011.

Except as modified herein, all other terms and provisions of AGREEMENT and Amendments ##1 and 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 in five originals.

NEWTON COMMUNITY FARM, INC.

By: Rebecca Sulliv

Title: President

CITY OF NEWTON

By: Peter K. Lowenberg
Peter K. Lowenberg, Chair
Newton Farm Commission
JAMES J. HARPER, Chair

Approved as to legal form and character:

[Signature]
Associate City Solicitor

AMENDMENT APPROVED:

[Signature]
David B. Cohen, Mayor

CERTIFICATE OF AUTHORITY - CORPORATE

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

Newton Community Farm corporation; and that
(insert name of corporation)

2. Rebekah Smillie is the duly elected
(insert name of officer who signed contract)

President of said corporation; and that
(insert title of officer)

3. on 2/5/08 at a duly authorized meeting of the Board of
(insert date of meeting)*

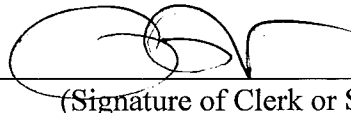
Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

Rebekah Smillie, President of this corporation
(insert name and title of officer) (NOTE: Should be same as No. 2 above)

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:



(Signature of Clerk or Secretary)

Name:

Richard Dinjian

(Please print or type name of Clerk/Secretary)

DATE:

12/1/2008

(insert date Certificate signed by Clerk or Secretary)**

*This date must be *on or before* the date that the corporate officer signs the contract.

**This date must be *on or after* the date that the corporate officer signs the contract.