

**COMMUNITY GARDEN**  
**LEASE AGREEMENT**

This Agreement is hereby entered into this \_\_\_\_ day of September, 2018, by and between the CITY OF NIAGARA FALLS, NEW YORK, a domestic municipal corporation, having its principal place of business in City Hall, 745 Main Street, Niagara Falls, NY 14302 (hereinafter referred to as "CITY"), and GRASSROOTS GARDENS WNY, a domestic not-for-profit corporation, having its principal office located at 30C Essex Street, Buffalo, New York, 14213 (hereinafter referred to as "GRASSROOTS").

**WITNESSETH:**

**WHEREAS**, the CITY and GRASSROOTS are considering entering into a Lease Agreement whereby the CITY will be the "Lessor" and GRASSROOTS will be the "Lessee" of certain property described therein in the City of Niagara Falls, County of Niagara and State of New York; and

**WHEREAS**, the CITY is the owner of numerous vacant and/or abandoned lots, located throughout the City of Niagara Falls, County of Niagara and State of New York; and

**WHEREAS**, the CITY recognizes and acknowledges that publicly owned vacant lands in and around population centers can be of value to the community when appropriately used, and that garden sites are a community asset both as attractive open space and as a source of locally produced food; and

**WHEREAS**, the CITY recognizes and acknowledges that gardening of public land in the City of Niagara Falls serves as a productive use of vacant property, which left untended is likely to become unsightly and unsafe dumping grounds, that open space given to use as community gardens reduces vandalism, engenders a sense of community involvement and increases surrounding property values, and that neighborhood gardening offers environmental, educational, recreational and nutritional benefits to the community; and

**WHEREAS**, the CITY has identified the high number of vacant lots and abandoned properties as a contributing factor to community deterioration and blight.

**WHEREAS**, GRASSROOTS has coordinated a community gardening program and desires



to expand its program in an effort to revitalize neighborhoods and build quality of life through the reuse and beautification of vacant land; and

**WHEREAS**, GRASSROOTS desires to use the subject properties for the purpose of combating community deterioration, by designing, developing, establishing and supporting vegetable, fruit and/or flower gardens; and

**WHEREAS**, GRASSROOTS desires to use the vegetable, fruit and/or flower gardens to contribute to food availability by providing healthful, affordable produce, and green spaces for gathering and to foster and protect sustainable community-based garden projects throughout the CITY; and

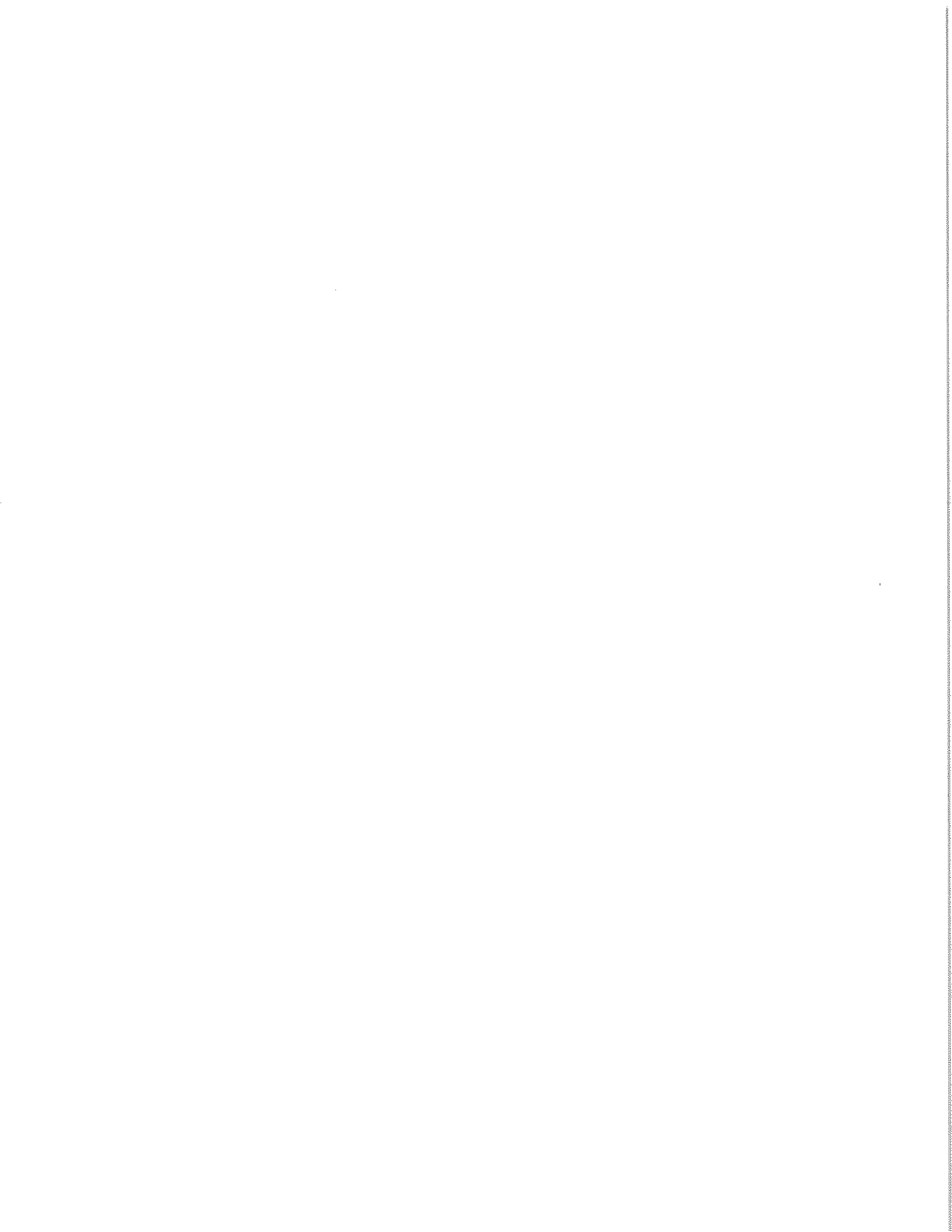
**WHEREAS**, GRASSROOTS desires to enhance the cultural, physical and social environment, provide a means for stimulating interaction between community members through the creation and continuance of community gardens, and use the City-owned vacant lots and abandoned properties for the purpose of increasing neighboring property values, and reducing crime, vandalism and littering in neighborhoods; and

**WHEREAS**, GRASSROOTS desires to support local municipal policies that recognize the value of transforming vacant and/or abandoned property in the City of Niagara Falls into viable community gardens and public green spaces and protect the rights of residents who improve, maintain and protect said properties; and

**WHEREAS**, given the mutual benefits to be derived by the CITY and GRASSROOTS and the community in this endeavor, the parties will execute a lease agreement setting forth the terms and obligations of the parties with respect to the aforementioned properties.

**NOW, THEREFORE**, in consideration of the terms, covenants and agreements herein set forth the parties do hereby mutually agree as follows:

1. The CITY demises and leases to GRASSROOTS the vacant lots listed in Schedule "A" attached hereto and located in the CITY of Niagara Falls, County of Niagara, State of New York.
2. The vacant lots listed on Schedule "A" will be designated by the CITY and GRASSROOTS as either community garden or public green space.



3. Schedule "B" attached hereto is a "Grassroots Member Garden Agreement" which contains terms and conditions each participant agrees to abide by in order to participate in the community garden program which will be administered by GRASSROOTS.
4. Schedule "A" shall be mutually updated by the CITY and GRASSROOTS on April 1<sup>st</sup> annually. GRASSROOTS shall provide to the CITY by February 1<sup>st</sup> of each year, a proposed updated Schedule A. The CITY, in its sole discretion, may remove any vacant lot(s) from Schedule A on 30 days notice, subject to the provisions contained in Paragraph 15 herein.
5. GRASSROOTS may request additional sites to be added to Schedule A by submitting new vacant lots for inclusion to the CITY's Planning Department at any time during the year.
6. The CITY, by and through its Planning Department, has 60 days to provide written notification of its decision to approve or deny additional vacant lots to be included on Schedule A. The failure of the Planning Department to approve or deny within the 60 day period of time will result in a denial.
7. The term of the lease shall be 1 year commencing on the 1<sup>st</sup> day of October, 2018 and ending on the 30<sup>th</sup> day of September, 2019. Unless the CITY or GRASSROOTS exercises the right to terminate contained in paragraph 15 of this lease, this lease shall automatically renew each year for four (4) consecutive terms of one (1) year each. In order to terminate, the terminating party must give written notice to the non-terminating party at least 60 days but no more than ninety 90 days prior to the expiration of the term then in effect.
8. GRASSROOTS shall pay the annual rent of One Dollar (\$1.00) for all vacant lots listed in Schedule "A".
9. GRASSROOTS shall be responsible for the maintenance and upkeep of the vacant lots on Schedule A.
10. GRASSROOTS shall not build or construct any permanent structure on the Schedule A vacant lots without prior written approval of the CITY; however, tool sheds on the Schedule A vacant lots are permitted provided building permits are obtained from the



CITY, if required.

11. GRASSROOTS shall defend, indemnify and hold the CITY harmless from and against any and all liability, suits actions, injuries, damage, claims, causes of action or expenses, including attorneys' fees, which in whole or in part arise from use of the properties.
12. GRASSROOTS agrees to purchase and provide to the City a general liability insurance policy pursuant to the requirements shown on the attached Schedule "C". All policies in effect must contain a provision for mandatory 30 days' written notice to the CITY in the event of cancellations of said policies.
13. GRASSROOTS shall not keep or have on the properties, or permit to enter upon the properties any article, substance, or thing of a dangerous, inflammable, hazardous, or explosive character that might, (a) substantially increase the danger of fire on the properties, (b) be considered dangerous by a responsible insurance company, or (c) be considered hazardous under any environmental statute, law, or regulation ("Dangerous Materials") unless the prior written consent of the CITY is obtained and proof of adequate protection is provided by GRASSROOTS to the CITY; and (d) GRASSROOTS shall also comply with all laws, ordinances, rules, regulations of any governmental authority, including without limitations, any of the foregoing relating to the use, storage, and handling of any hazardous wastes and to obtain all necessary approval. GRASSROOTS shall indemnify and hold the CITY harmless from all costs, losses, and expenses, including without limitation, attorneys' fees and expense arising from or connected with any Dangerous Materials clause shall survive the termination of this lease.
14. GRASSROOTS shall not sublet, assign or in any way encumber all or any of its rights under this lease without the written approval of the CITY.
15. This Lease shall be subject to termination by the CITY or GRASSROOTS upon 60 days written notice to the other. Notice shall be given in writing by hand delivery or certified mail, return receipt requested or overnight delivery. The CITY shall not terminate this lease for any lot during the local growing season, defined as April 1 through November 30 during any given year. Upon receipt of written notice of termination GRASSROOTS shall vacate the lot within the forgoing applicable time frame.





16. There shall be no modification or amendment to this Lease unless in writing and executed by the officers of the respective parties.
17. Notwithstanding any provisions contained in this Lease, it is expressly understood and agreed that this Lease and each and every provision thereof shall in all respects be subject to any and all conditions, restrictions and limitations now or hereafter imposed by or upon the powers of the CITY relating to the management, control, use or disposition of its properties or otherwise. Nothing herein contained shall be construed or given effect so as to conflict with or contravene the powers, duties, and obligations of the CITY pursuant to law or to abridge, diminish or otherwise affect the jurisdiction and control vested by law in and over the said properties.



*IN WITNESS WHEREOF*, the respective parties hereto have caused these presents to be executed the day and year first written.

CITY OF NIAGARA FALLS, NEW YORK

ATTEST:

By: \_\_\_\_\_  
Paul A. Dyster, Mayor

GRASSROOTS GARDENS WNY

By: \_\_\_\_\_



## **SCHEDULE A**

The proposed locations for community gardens sponsored by Grassroots Gardens WNY are on the following vacant lots in the City of Niagara Falls, New York:

1. 907 Walnut Avenue (SBL 159.22-3-36)  
909 Walnut Avenue (SBL 159.22-3-37)
2. 7116 Buffalo Avenue (SBL 160.83-1-34)
3. 1639 Weston Avenue (SBL 144.56-4-11)
4. 1124 Main Street (SBL 144.70-1-13)



## SCHEDULE B

**Please note: The community garden application is a competitive process. Not all applications for new gardens will be accepted.**



## Community Garden Application Packet

**Grassroots Gardens WNY is a determined group of activists who educate and lead committed neighborhood gardeners. We collaboratively cultivate and manage more than 300,000 square feet (and growing!) of green space in Buffalo and Niagara Falls. Our work is rooted in the belief that a garden has the power to transform an urban neighborhood. Gardens deliver beauty and escape and produce healthy food in unexpected places that previously had little value. A garden creates a shared sense of purpose that empowers a community, creates environmental awareness and improves public health.**

Grassroots Gardens of Buffalo | 30C Essex Street | Buffalo, NY 14213

grassrootsgardens.org | director@grassrootsgardens.org | 716.783.9653

*Please complete the Letter of Intent, Garden Narrative, and Garden Sustainability plan and submit them to Grassroots Gardens as soon as possible.*

### **For Office Use Only:**

Date Received: \_\_\_\_\_

Comments:

Accepted: \_\_\_\_\_

Incomplete: \_\_\_\_\_

Rejected: \_\_\_\_\_

Thank you for taking the first step in empowering your neighborhood! Community gardens are a powerful tool for citizen activism and energy. Grassroots Gardens WNY (GGWNY) is here to help you through the process of applying to set up a community garden, and if approved, its set up and maintenance.

In this packet:	Your Task:
<b>1) Information Guide</b> <i>...Pages 3-6</i>	<ul style="list-style-type: none"> <li>• Share information provided with your team of gardeners</li> <li>• Visit current community gardens for ideas</li> <li>• Ask GGWNY any questions you may have</li> </ul>
<b>2) Garden Plans</b> <i>...Pages 7-11</i>	<ul style="list-style-type: none"> <li>• Fill out your own timeline using the template provided</li> <li>• Describe your vision and plans for the community garden</li> </ul>
<b>3) Community Garden Application</b> <i>...Pages 12-17</i>	Return to Grassroots Gardens by <b><i>November 30, 2018</i></b>
<b>4) Communication for Conflict Resolution</b> <i>...Page 18</i>	<ul style="list-style-type: none"> <li>• Explore ways to resolve conflict in community gardens using nonviolent communication methods</li> </ul>



## Starting a Community Garden with Grassroots Gardens WNY

### Information Guide

**What is a community garden?** A community garden is a piece of land used communally by friends and neighbors for growing vegetables and flowers, and providing opportunities for positive social interactions and recreation. There are many different kinds of community gardens – plots can be divided up among neighbors, a garden could be a school-based garden, some gardens grow food for food pantries, while others are purely ornamental with space for block club meetings and neighborhood celebrations - the possibilities are endless.

### Approved Community Garden projects will receive the following support from GGWNY:

- GGWNY provides materials such as topsoil, raised bed materials, plant material, and seeds. Quantities available to each garden are subject to availability each growing season. It is important to work with our staff during the winter months to plan for your upcoming seasonal needs, so that we can budget for expenses accordingly. **As your garden ages, its material needs will dwindle. Keep in mind that newer gardens will receive more initial material support in their first season and less in following seasons.**
- We hold plant distributions as soon as material becomes available, typically beginning in mid-May.
- We provide liability insurance for the garden parcel, which provides liability coverage for gardeners, volunteers and garden visitors. Structures (such as tool sheds and greenhouses) are not permitted.
- We hold workshops throughout the year – workshop topics include: building raised beds, approaching garden design, harvesting and preserving herbs, creating healthy soil, and more.
- If you need access to a fire hydrant for watering your garden, we can help you acquire a use permit from the City of Buffalo, Division of Water. We will supply you with a copy of the permit (for seasonal use from April – October), and we will retain a copy in our office. GGWNY will supply your garden's initial hydrant wrench and adapter, but if they are lost, you are responsible for purchasing the replacement hardware needed to use the hydrant. We have information on where to purchase this hardware, as well as instructions on how to use a fire hydrant available for community gardeners.
- We have a limited number of tools available for use when you have larger work days. We do not have any power tools. Tools are accessed from the tool shed at the GGWNY office. For instructions on how to access the shed or sign out tools, simply contact any member of the GGWNY staff.
- At the end of each gardening season, community gardens are asked to submit an Annual Garden Plan for the next season. This plan is your tool to let GGWNY know what types of materials you

need for your gardening plans next season. If you fail to complete your garden plan, we cannot guarantee we will be able to provide you with materials.

## **Planning the garden:**

**We require that at least 5 people commit to the garden for 5 years to act as your Garden Team.**

Of those we suggest that two people take on these roles and work together:

- Community Garden Contact: Primary point of contact for GGWNY, coordinates pickup of plant material and available donations at distributions, helps garden team keep in touch with each other via chosen method of communication, such as email, phone, weekly meetings, etc. deals with the mechanics of the garden - watering, building beds, how much topsoil they need, administrative issues, mowing, etc.
- Community Garden Coordinator: Leads garden maintenance, such as coordinating weeding, watering, and mowing tasks, bed building and repairs, etc.

*These roles are suggestions – feel free to customize based on your neighborhood and your needs.*

- Using the site plan of the garden you submitted to GGWNY with your application, you will need to decide what materials you will need and where to source them. When laying out the garden think about leaving plenty of room for getting materials in and out, including a place for trucks to deliver large materials, such as topsoil.
- It is also important to set up some rules/guidelines for the garden - are the beds going to be communal or is everyone going to have their own bed? How will you water (sprinklers, soaker hoses, drip irrigation, handheld hoses)? Who is responsible for watering? What is the protocol for putting the beds to rest in the fall? How often do people have to work in the garden (if people have their own raised beds do they have to put in hours working in the communal areas)? Try researching community gardens online to find some different examples of how a garden might be managed. These are just a few suggestions. It is helpful to make the rules collaboratively as a team and set the rules in writing before starting the garden.

## **Preparing and developing the site:**

- This is when all of your plans come to fruition! Work days and volunteers need to be organized. If both the community garden contact and community garden coordinator cannot be there, another member of your garden team should be on-site so that they can help lead the projects and ensure the garden plans are followed.
- It is good to have a garden workday for cleanup and preparation before starting large projects.
- Vegetables need to be planted in beds that are at least 10" high. A good first project is to develop the beds and paths. Usually, all of the garden plans cannot be executed in one year. If

you are doing vegetable beds this would be a good first project so that the veggies can be planted and you can have produce your first year.

- Be ready for new gardeners to join! Once the groundwork is laid more community members may be interested in joining the garden. The larger your garden team, the more your space will grow and thrive!

### Things to consider when starting a community garden:

- Community engagement – Be creative and plan activities and events that will involve neighbors with your garden, such as potlucks, art in the garden activities, live music, or movie nights. This is a great way to recruit new gardeners/volunteers from your neighborhood.
- Gardener organization and management – Community gardens are source of diversity, and sometimes there will be disagreements. Be prepared to address conflicts quickly, before they escalate, and always try to use empathetic communication styles. One good example is Nonviolent Communication-see Appendix 1 at the end of this packet for basic guidelines on using the Nonviolent Communication Process for conflict resolution.
- Soil health—To combat poor soil, you might add cover crops or organic matter. **All food crops are required by GGWNY to be grown in raised beds containing fresh topsoil brought into the garden, not soil found in the garden.** This is due to the risk of lead contamination in Buffalo soils. You may grow ornamental plants in-ground but GGWNY strongly recommends wearing gloves.
- Garden maintenance— Gardens must be kept regularly mowed and trimmed in order to maintain a neat appearance for the surrounding community. Weekly weeding and harvesting is important to fully utilize the garden and is also important in maintaining the appearance of the space. Schedule larger work days in the throughout the season beginning in spring to tackle larger projects that you may need additional help with such as installing pathways, art installations, and building raised beds.
- Vandalism/theft – Sometimes your produce just looks too good to refuse. Minimize vandalism with signage, vigilance, and community outreach. You might consider designating one bed the “Community” bed or “Free” bed, and clearly label it as such, so that visitors in the garden know they are allowed to help themselves to a bit of free produce.

**Ready to apply? Make sure you have completed and submitted the following to ensure a complete application:**

<b>Form</b>	<b>Submitted</b>
Letter of intent to apply, Garden Narrative, and Garden Sustainability Plan (pages 8-10)	
Garden sketch (page 11)	
Garden application form (pages 12-14)	
Neighborhood support sheet (page 15)	
Letters of support from neighbors adjacent to the garden (page 16)	
"Before" photo of the garden site (page 17)	

## Start Planning Your Garden

Winter	
Spring	
Summer	
Fall	

*Please complete the Letter of Intent and Garden Narrative and submit them to Grassroots Gardens WNY as soon as possible.*

### **Letter of Intent**

**Your Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

\_\_\_\_\_

**Garden Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**How many neighbors have expressed interest in the garden?** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Garden Narrative

Before you fill out our application we would like to learn more about your community. What are your motivations for creating a community garden? How do you envision your community garden changing the neighborhood? How do you plan on getting community members involved in the project? Attach extra pages if needed.

[illegible]

**Mail to:**

Grassroots Gardens WNY

30C Essex Street

Buffalo, NY 14201

**Or E-mail to:**

director@grassrootsgardens.org

## Garden Sustainability Plan

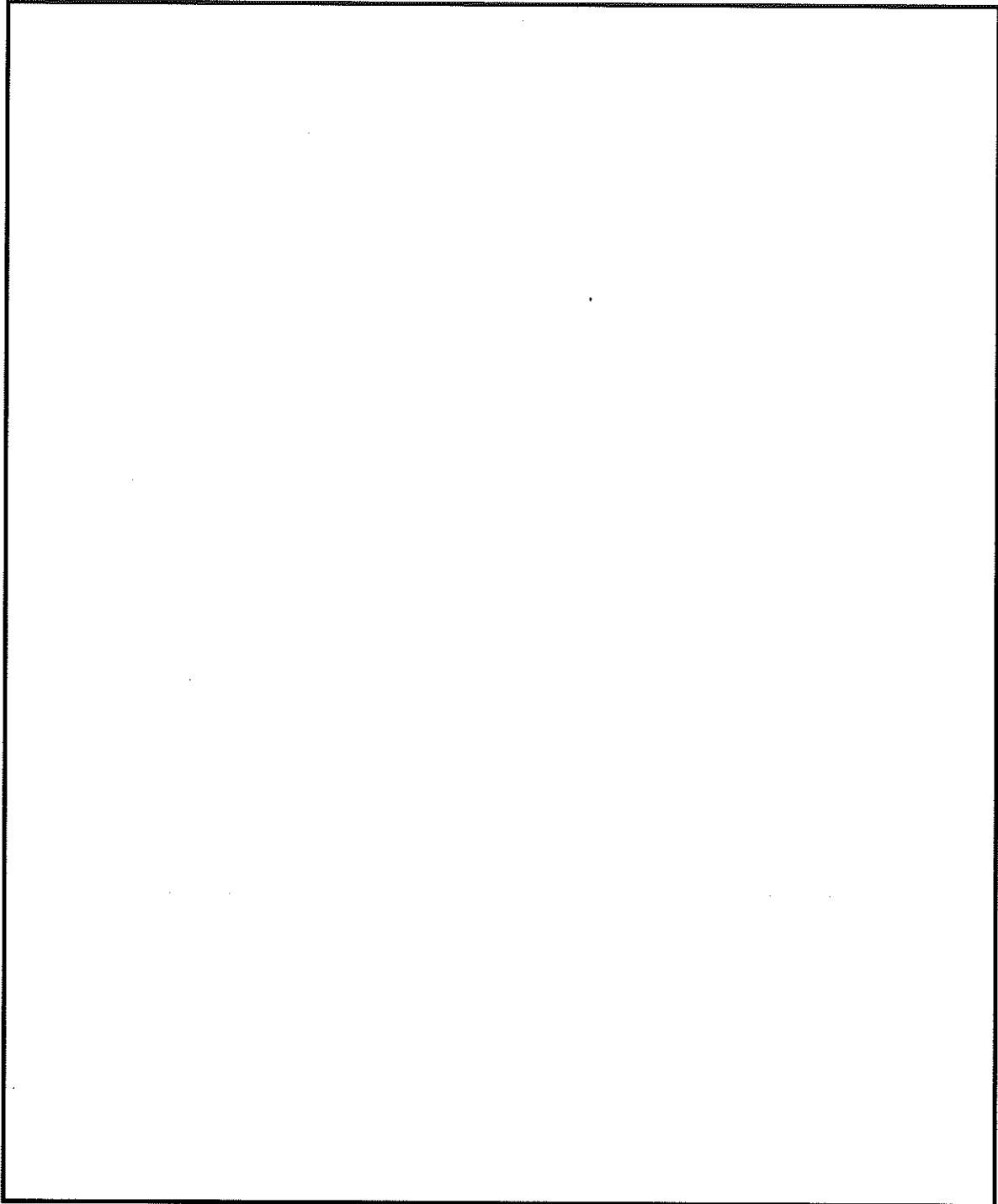
How do you and your fellow gardeners plan to maintain the garden over time? That is, who will take care of the garden if garden members move away, lose interest, etc.? What is your long-term plan to sustain the garden? Attach extra pages if needed.

[illegible]



## Garden Sketch

Sketch proposed landscape plan for prospective community garden here.



## Grassroots Gardens WNY Community Garden Application

***\*\*By applying you are committed to the garden for AT LEAST 5 years\*\****

Location of Proposed Garden (with zip code):
Garden / Organization Name:
<b>Garden Contact</b>
Name:
Address:
Phone Number:
Email:
<b>Names and Numbers/Emails of 5 People who are Committed to Working in the Garden:</b>
1. Garden Contact (primary contact):
2.
3.
4.
5.

<b>Site Information</b>
<p>Landowner Name:</p> <p>(Note: For City of Buffalo applicants, you can determine landowner info via the OAR search engine:  <a href="http://www.buffalo.oarsystem.com/SearchOARS.aspx">http://www.buffalo.oarsystem.com/SearchOARS.aspx</a>)</p> <p><i>**If land is privately owned, you must attach a copy of a letter from the landowner granting your group permission to use the lot for the purpose of establishing / maintaining a community garden.**</i></p>
<p>How far away is the garden from the garden contact/garden coordinator's homes or your organization's office?</p>
<p>What are the approximate dimensions and location (corner, between two houses, etc). of the lot?</p>
<p>What will be the water source?</p>
<p>What is the street address of the nearest fire hydrant?</p>
<b>Support</b>
<p>Are there any other organizations in your neighborhood (or near the proposed garden site) that you have or are forming partnerships with to help with the establishment and upkeep of the community garden? Please list them:</p>
<p>List sources of funding, in-kind services (supplies, professional advice, plants &amp; materials, volunteers) that your organization plans to put toward creating and maintaining your garden:</p>
<p>List any donations you expect to receive or fundraisers you would like to host for the garden:</p>

<b>If you are an organization, please fill out the following questions.</b>
How long has your organization been in existence?
How many volunteers / members are in your organization?
Is your organization registered with the IRS as an official 501c (3) nonprofit?
Is your organization a Block Club?
<p>If not, are you aware of an existing block club in the neighborhood, and has your organization reached out to the block club for support of this project?</p> <p><i>*For a list of all Buffalo block clubs and contact information, please contact the Board of Block Clubs at 716-851-6500**</i></p>

<p><b>How did you hear about Grassroots Gardens WNY?</b></p>
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## Neighborhood Support Sheet

Your neighbors are interested in establishing a community garden on your block. Please let us know if you support this proposed project. Thank you.

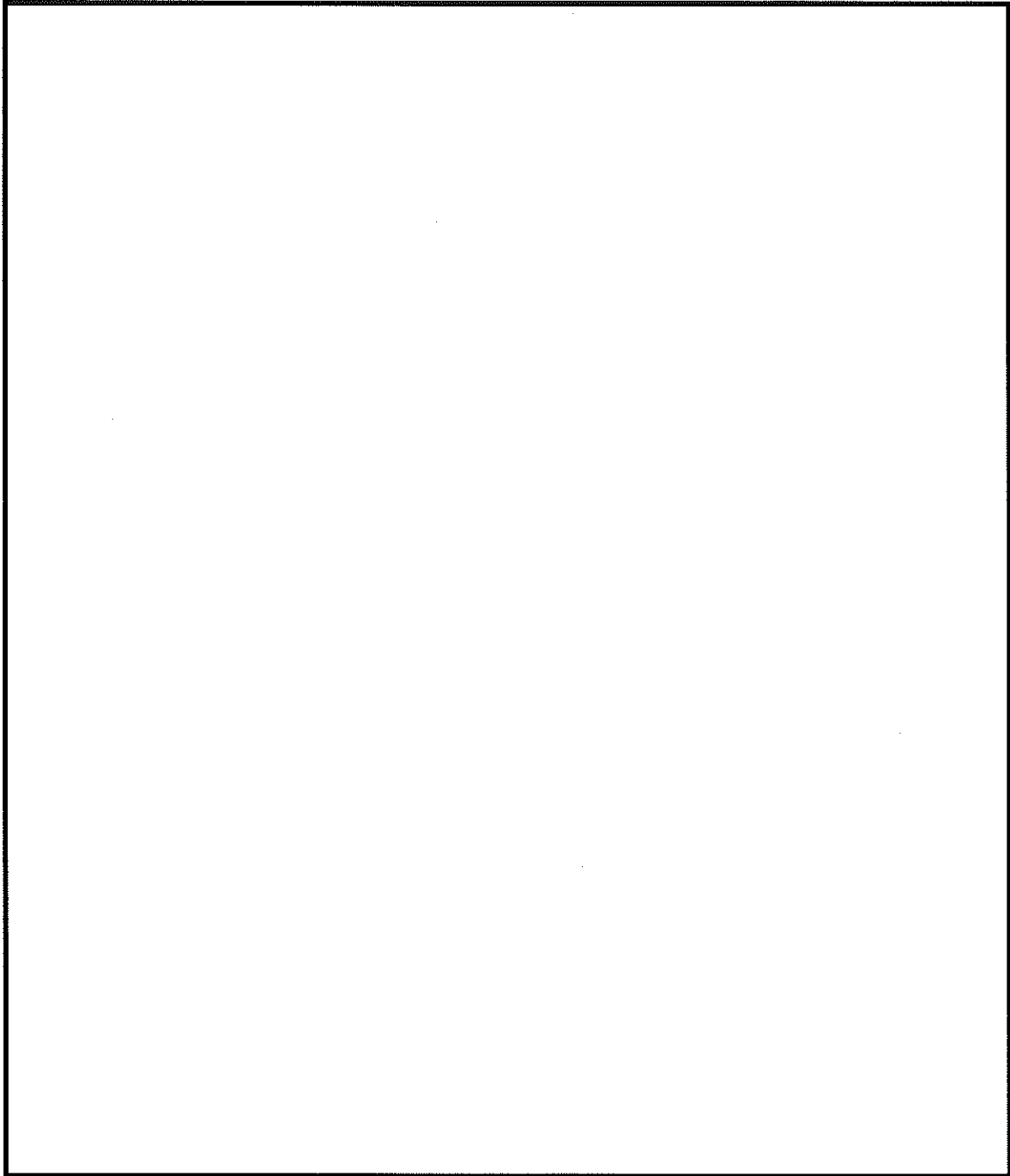
Name	Address	Support? (Y/N)

## Optional Letters of Support

Use this space to attach any letters of support you have gathered from neighbors or organizations in support of the proposed community garden. If you are submitting your application electronically, feel free to leave this page blank and attach the letters as separate attachments.

### **"Before" Picture of Garden Site**

Use this space to attach at least one photo of the proposed garden site as it currently looks. If you are submitting your application electronically, feel free to leave this page blank and attach your photo(s) as separate attachments when you submit the application.



## Appendix 1: Nonviolent Communication Basics for Conflict Resolution

### How You Can Use the NVC Process



Clearly expressing  
how I am  
without blaming  
or criticizing

Empathically receiving  
how you are  
without hearing  
blame or criticism

#### OBSERVATIONS

1. What I observe (*see, hear, remember, imagine, free from my evaluations*) that does or does not contribute to my well-being:  
"When I (*see, hear*) . . ."

1. What you observe (*see, hear, remember, imagine, free from your evaluations*) that does or does not contribute to your well-being:  
"When you *see/hear* . . ."  
(Sometimes unspoken when offering empathy)

#### FEELINGS

2. How I feel (*emotion or sensation rather than thought*) in relation to what I observe:  
"I feel . . ."

2. How you feel (*emotion or sensation rather than thought*) in relation to what you observe:  
"You feel . . ."

#### NEEDS

3. What I need or value (*rather than a preference, or a specific action*) that causes my feelings:  
". . . because I need/value . . ."

3. What you need or value (*rather than a preference, or a specific action*) that causes your feelings:  
". . . because you need/value . . ."

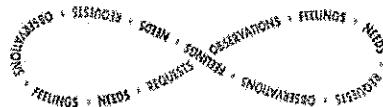
Clearly requesting that  
which would enrich my  
life without demanding

Empathically receiving that  
which would enrich your life  
without hearing any demand

#### REQUESTS

4. The concrete actions I would like taken:  
"Would you be willing to . . . ?"

4. The concrete actions you would like taken:  
"Would you like . . . ?"  
(Sometimes unspoken when offering empathy)



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## MEMBER GARDEN AGREEMENT

IT IS HEREBY AGREED, by and between Grassroots Gardens WNY and \_\_\_\_\_ Member Garden (hereafter Member Garden), that subject to the terms, limitations and conditions as set forth herein, the Member Garden has the right and obligation to actively create and maintain Community Gardens and to pursue Community Gardening on the subject premises identified as \_\_\_\_\_, \_\_\_\_\_, New York.

Community gardening is defined as an activity where residents work together to grow food and/or flowers on a shared piece of land. Community gardens use sustainable growing practices. Gardeners on a community garden may work jointly on a single garden plot, or divide a land parcel into garden plots assigned to individual gardeners. Member gardens must meet the criteria of either a neighborhood community garden and/or school-based or other institutional-based community garden.

### **Neighborhood community gardens must fulfill the following criteria:**

- More than one household is involved
- Community residents from the neighborhood are engaged in the gardening project and support the garden
- Produce may only be sold in compliance with the Green Code or other applicable laws in each city and after consulting with GGWNY

### **School-based or other institutional-based, community gardens must fulfill the following criteria:**

- School-based: Must be supported by school administration, teachers, students, students' parents, and residents of properties in the neighborhood of the gardens.
- Institutional (example: faith-based): Must be supported by institution leadership and membership, and residents of the properties in the neighborhood of the garden.
- Produce may only be sold in compliance with the Green Code or other applicable laws in each city and after consulting with GGWNY

In consideration of Member Garden's active use of the premises as set forth herein, GGWNY shall provide liability insurance for Member Garden's authorized activities on the premises and, as resources permit, may provide consultations, financial support and other resources including plants, seeds, bulbs, soil, lumber and other supplies. GGWNY will also provide assistance with seeking a hydrant permit and provide 1 hydrant wrench per garden. If wrenches are stolen or lost after the first wrench is provided, it



will be the responsibility of the Member Garden to contact GGWNY and arrange for another to be ordered and paid for by the Member Garden.

In consideration of GGWNY's resources, the Member Garden:

- a) must utilize the premises only as set forth herein and as authorized per the lease agreement attached hereto and made part hereof, and per any subsequent revisions, modifications or alterations of said lease as may be entered into by GGWNY and The City of Buffalo or The City of Niagara Falls (respectively);
- b) shall keep, operate and maintain the garden premises in an orderly fashion and not permit any garbage, refuse, liter, weeds or debris of any sort to accumulate;
- c) shall not erect any structure on the premises;
- d) shall not sell, barter, trade or in any way exchange for value any flowers, soil, earth, rock, or stone of any kind derived from operation of the premises; produce may only be sold in compliance with the Green Code or other applicable laws in each city (Buffalo or Niagara Falls) and after consulting with GGWNY;
- e) will actively, in accord with the season, maintain and utilize the garden;
- f) will not keep or have on the properties, or permit to enter upon the properties any article, substance, or thing of a dangerous, inflammable, hazardous, or explosive character that might, (i) substantially increase the danger of fire on the properties; (ii) be considered dangerous by a responsible insurance company; or (c) be considered hazardous under any environmental statute, law, or regulation;
- g) shall comply with all laws codes, ordinances, rules, regulations and requirements of any governmental authority;
- h) shall not sublet, assign or in any way encumber all or any of its rights under this agreement and acknowledge that it is without capacity to do so;
- i) agrees and warrants that GGWNY shall not be held liable for any debts or obligations of the Member Garden;
- j) will allow GGWNY entry upon the premises at any time to inspect and confirm Member Garden's compliance with this agreement;
- k) agrees and warrants that GGWNY shall in no way be liable for any garden or non-garden activities that may occur on the premises in violation of this agreement;
- l) shall seek and encourage participation by all members of the community in all gardening activities.



## TERMINATION

IN THE EVENT of the failure of Member Garden to adhere to this agreement for any reason including due to its cessation of operation, dissolution, abandonment of the premises, lack of resources or other, its rights as stated herein may be terminated by notice sent by U.S. Mail to the address set forth herein, both first class and certified mail return receipt requested, said notice to be deemed complete 5 days after mailing regardless of proof of receipt. If terminated, the Member Garden must immediately cease any all activity on the premises and remove any of its property from the premises no later than 15 days after the date of mailing of the termination notice after which time any property will be deemed abandoned.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
On behalf of Member Garden (signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
On behalf of Grassroots Gardens WNY, Inc.

\_\_\_\_\_  
Witness

Member Garden Name and Address:

\_\_\_\_\_

Lead Gardener Contact Information: (name, phone(s), email, and street address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of approval of Member Garden by Grassroots Gardens: \_\_\_\_\_

Date of approval of Member Garden property by the landowner (City of Buffalo, City of Niagara Falls, or private owner): \_\_\_\_\_

INTERNAL USE ONLY: IF PRIVATE PROPERTY OWNER, ENSURE THERE IS A SIGNED PRIVATE PROPERTY AGREEMENT ON FILE.



## SCHEDULE C

### INSTRUCTIONS FOR CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

- ✓ Construction and Maintenance
- ✓ Purchase of, or Lease of, Merchandise or Equipment
- ✓ Professional Services
- ✓ Property Leased to Others or Use of Facilities or Grounds
- ✓ Concessionaire Services
- ✓ Livery Services
- ✓ All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, New York, 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302-0069 and should reference the operation.

In the description area of certificate, the name/purpose, dates, and places of event or encroachment must be specified.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Law Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. Comprehensive General Liability:

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for XCU coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS license)

If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.



The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
  2. The insurance shall apply separately to each insured (except with respect to the limit of liability.)
- B. Auto Liability (if licensed vehicles are to be used in the operation)  
With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy.)
- C. Excess Umbrella Liability:  
If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. Owners Protective Liability: (on contracts for construction which exceed a cost of \$100,000.00)  
With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. Professional Liability:  
If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. Property Insurance: (if applicable)  
Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor, and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the owner.
- G. Statutory Workers' Compensation and Employer's Liability:  
All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance in compliance with the Worker's Compensation Law of the State of New York.
- H. Performance and Payment Bond: (where applicable)  
A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than one hundred (100) per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

Note: If the contract is for Professional Services only (engineers, architects, etc.), Paragraphs D, F, and H will not apply.

