



**Five-Season Garden Permit Application**

**\*Applicant must be a community organization or not-for-profit, acknowledged by their local NSC office or provide documentation verifying their status as a not-for-profit, with a current garden that they have operated for 3 consecutive seasons without complaint or citation.**  
*Please print clearly and complete all areas. Applications missing information will be returned.*

Name of Primary Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Print clearly)

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Location of Garden (exact street address must be included): \_\_\_\_\_

Organization Name: \_\_\_\_\_

List of Organization Principles/Managers/Owners:  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: You must fill out an information sheet (attached as exhibit A) for all individuals listed above

**TERMS AND PROVISIONS**

I/We, the Garden Permit Holder(s) hereby release the City of Rochester, its officers, agents, servants, and employees from any and all damages and claims sustained by reason of the use of said property for a garden, in consideration of the City of Rochester granting the free use of said land for said use. The City makes no representations as to the condition of the soil in the area or of the prior use of said property. Accordingly, no growing of food items (fruit, vegetables or herbs) should be done on the property except in raised planters or containers with growing medium/topsoil brought in from offsite locations.

I/We agree to use said land solely for a garden, and understand that a separate permit shall be required for special events (such as parties, community or press events etc. where road closures and/or police presence may be needed)

I/We agree to prevent damage to the property and to indemnify and save harmless the City of Rochester from all loss, cost, damages or expense or resulting directly or indirectly by reason of such occupation by the Garden Permit Holder(s).

I/We have read the Garden Permit Guidelines/Landscape Features section on page 1 and understand that any permanent fixtures installed on the site become property of the City at the end of the permit unless arrangements for removal were agreed upon when installed.

I/We understand and agree to provide insurance as required in exhibit C: Insurance Requirements.

I/We understand that on the last day of the term, or upon the sooner termination of the term, agree to peaceably and quietly surrender and deliver the Property to City free of all personal property and equipment, unless City consents, in writing, to such personal property and equipment to remain after the term has expired. Licensee shall also restore the lot, which may be damaged due to the Work after the term has expired but not later than one month after the end of the term unless the City consents, in writing, to such extension.

I/We understand that Garden Permit authorizes use of the City owned land for 5 Years from City Council Approval. New applications to the City are required upon expiration of the 5<sup>th</sup> year of the term. Right of first refusal for garden permit use will be offered to permit holder upon expiration. I/We acknowledge that said permit may be revoked by the City of Rochester with notification as described in the final license agreement, and agree that notice by letter addressed to the address set forth in this Permit shall be sufficient notice of such revocation.

I/We understand that I/We, as Garden Permit Holder, will be contacted for immediate action by the City of Rochester if the garden exhibits excessive weed coverage or grass height more than 5 inches. Suggested mowing height is three inches. I/We further understand that all litter and leaf debris must be disposed of properly and all equipment, such as plant supports, chairs, storage bins, netting and containers, shall be stored out of view when not in use. I/We agree to not use pesticides, **including Round-Up**, without a current New York State Pesticide License and that all New York State Department of Environmental Conservation and Monroe County laws must be followed.

**I/We understand that it is the responsibility of the Garden Permit Holder(s) to follow all applicable City codes and obtain any necessary permits.**

**\*\*Please note\*\*:** After issuance of this garden permit, any issues or concerns with this vacant lot should be directed to your Neighborhood Service Center – call 311.

***The undersigned have read and understand and accept the Terms and Provisions and the Gardening Permit Guidelines provided by the City. I/We understand the responsibilities and time commitment necessary to plan, establish, and properly maintain a garden.***

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

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**Office use only**

Approved by: \_\_\_\_\_ **Garden Permit**

**Guidelines**

Guidelines are established to ensure acceptable aesthetic and sanitary conditions for neighboring homes and community. Any Garden Permit Holder in violation of any terms set forth in this Permit may have their Garden Permits revoked. The City also reserves the right to prohibit issuance of future Garden Permits. The Guidelines are as follows:

- **LANDSCAPE FEATURES.** The installation of features such as walkways, retaining walls, fountains, trellises may be acceptable. Call 428-6951 for more information. The use of tires in the garden is not allowed. Other permanently affixed structures such as gazebos, permanent garden sheds or other structures must have advanced permission at the city's discretion.  
**NOTE:** *Landscape features that are installed in violation of this permit are subject to removal by the City of Rochester.*
  - **FENCING.** All fencing is subject to City Zoning approvals. For more information, call the City Zoning office at 428-7043.
  - **GARDEN SIGNS.** Any signs installed are subject to removal by the City if the sign is improperly maintained OR blighting OR upon termination of the garden permit. Signs installed at the garden site cannot be used to advertise a business, neither can they be permanent (no steel, concrete footings, etc.) nor greater than 15 square feet in area. All signage shall conform to City Zoning code chapter 120-177.
  - **STANDING WATER.** Containers such as water barrels and planters shall not hold standing water unless they are completely covered. Standing water provides breeding grounds for mosquitoes and creates a public health concern.  
***The City reserves the right to remove any of the above features if they are deemed hazardous by City staff. An attempt will be made to contact the Garden Permit Holder prior to removal.***
  - **SOIL TESTING.** Soil testing is the responsibility of the Garden Permit Holder. For information on soil condition, analysis, or composition, call Cornell Cooperative Extension Monroe County at 753-2550. **NOTE:** *ALL food grown on City property MUST be grown in raised beds.*
  - **DIG SAFE.** Before digging you **MUST** call for a utility stake out: 1-800-962-7962.
  - **SOIL AMENDMENTS.** Contact your Neighborhood Service Center to find out what materials are available and to schedule deliveries. All deliveries must be scheduled at least TWO WEEKS in advance of your needs in order to ensure successful delivery.
    - Mulch (bulk) – may be available for free to all permit holders; call first.
    - Compost (bulk) – may be available for free to all permit holders; call first. (See \*Note following.)
    - Topsoil (bulk) – not available.
- \*NOTE:** City compost is designated for the growth of ornamental crops, and should not be used to grow fruits and vegetables. Onsite composting is permitted, as long as proper composting techniques are utilized. The composting of meat, human or pet waste is strictly prohibited.
- **WATER ACCESS.** The City does not have the resources to provide water to gardens. (see exhibit B)

**EXHIBIT A**

**\*Please make copies of this form and include one for each applicant, organization principal, manager or owner.**

**Garden Permit Applicant Information Form**

*Please print clearly and complete all areas as accurately as possible. Applications missing information will be returned.*

Name of Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Print clearly)

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Addresses of all property currently owned within the city or owned within the last 5 years: \_\_\_\_\_

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

Have you ever had a property taken by the city for foreclosure, owe back taxes or have any properties cited for code violations?

Circle One: Yes or No; If you answered Yes, please provide details \_\_\_\_\_

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

I swear under penalties of perjury that I have answered the questions above completely and accurately. I understand that failure to complete the questions completely and accurately could result in forfeiture of the garden permit.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

# EXHIBIT B

## Water Service/Installations

A new water line installation is available to you at your cost; this would apply to those parcels where the old line is deemed unusable or for an entirely new site installation: there are no funds, grants or line items from a particular department's budget available to help mitigate fees. You can expect to pay \$4,000 to 5,000 per line, and there are several factors that can influence the bottom line. You will not be refunded for the outlay once you leave the site or are no longer a permit holder.

For new site installations, please note that depending on the location of your lot and the existing water mains, it may not be feasible to extend a water line to your garden.

You may call (585) 428-7562 to start the process of installation or if you have further questions about getting a line put in. A valid garden permit will be prerequisite for getting a line installation and for the bill to be issued in your name.

For new lines and for lots that may have an existing serviceable water line, the City Water Bureau will apply a \$175 meter fee (for a 5/8 inch line) or \$205 (for a ¾ inch line) that MUST be paid before the water meter will be installed. Your yearly water bills will be forwarded to the garden contact provided on the garden permit. Failure to pay the water bill will result in the discontinuation of water service and a revoking of the garden permit for that site.

Once you start using water, your water bill will be issued quarterly (every 90 days) and is composed of two charges: the base charge (dependent on the size of your meter) and the consumption charge (the amount of water you use). For most garden permit properties, the quarterly bill would look something like this if, say, 3,000 gallons of water were used:

Meter base charge per quarter	\$24.93*
Water Consumption; \$3.62/1000 gallons* x 3	\$10.86
Total bill for the quarter	<b>\$35.79</b>
(* based on FY2018/19 Rates)	

You will be billed for each quarter that you leave the water in service. However, if you disconnect in the fall, a \$50 service fee is levied each spring to turn on the water service at the curb.

All repairs and maintenance of the water spigot are the responsibility of the applicant. Although infrequent, there have been instances where vandals have damaged water spigots and/or utilized garden water for purposes not related to gardening. To deter unwanted use of garden water resources, it is highly recommended that the water spigot be locked with a padlock and/or hidden when not in use as you will be solely responsible for any and all water usage.

Alternatives to installing a new water line include bartering with a neighbor for water access, bringing in water from off-site and rain water collection systems.

## **EXHIBIT C**

### **Insurance Requirements**

The Garden Permit applicant covenants that at all times during the term of this permit it shall maintain, at its expense, general liability policy for the premises which shall afford protection to the limit of \$1,000,000 in the event of injury or death to a single person and to the limit of \$1,000,000 in the event of any one accident, and to the limit of \$1,000,000 for property damage. The policy shall be issued in the name of the Applicant with the City of Rochester listed as an additional insured. The insurance policy shall be placed with a financially sound and reputable insurer licensed to do business in New York State, and shall not contain any exclusions on the insurance coverage regarding property owned or leased by municipalities or corporate governmental agencies, or the personnel, employees, invitees, licensees or agents of municipalities or corporate governmental agencies. Each said policy shall contain a ten day cancellation or expiration, to notify the City of such cancellation or expiration. A copy of all such policies or a bona fide certificate of insurance, evidencing the coverage provided in the policies, shall be delivered to the City.

This Agreement shall be null and void unless the Applicant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. Applicant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Applicant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

Applicant shall not use the premises or permit anything to be done on the Premises in any manner which shall make it impossible for Applicant or the City to obtain at standard rates any insurance required or desired or which will invalidate or increase the cost to Licensor of any existing insurance or which will cause structural injury to the premises or which would constitute a public or private nuisance and/or violate any present or future laws or ordinances applicable to the Premises.