

CHECK LIST FOR ALDERMANIC SUBMISSIONS

☒	Cover Letter
☒	Resolutions/ Orders/ Ordinances
☒	Prior Notification Form
☒	Fiscal Impact Statement - Should include comprehensive budget
☒	Supporting Documentation (if applicable)
☒	E-mailed Cover letter & Order

IN ADDITION [IF A GRANT]:

☐	Notice of Intent
☐	Grant Summary
☐	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: March 25th , 2023

Meeting Submitted For: April 3rd , 2023

Regular or Suspension Agenda: Regular

Submitted By: Arlevia Sanuel, Executive Director, LCI

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND
DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN GATHER NEW
HAVEN, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT
VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN

Comments: Legistar File ID: LM-2023-0207

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



Call (203) 946-7670 or bmontalvo@newhavenct.gov with any questions.

CHECK LIST FOR ALDERMANIC SUBMISSIONS

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IN ADDITION IF A GRANT:

☐	Notice of Intent
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Date Submitted: March 25th, 2023

Meeting Submitted For: April 3rd, 2023

Regular or Suspension Agenda: Regular

Submitted By: Arlevia Sanuel, Executive Director, LCI

Title of Legislation:

**ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE
MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE
(5) YEAR GROUND LEASE BY AND BETWEEN THE NEW HAVEN LAND
TRUST, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS
AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN.**

Comments: _____

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

MDL

[Signature]

Call (203) 946-7670 or bmontalvo@newhavenct.gov with any questions.



LIVABLE CITY INITIATIVE - CITY OF NEW HAVEN
CITY OF NEIGHBORHOODS

Arlevia T. Samuel
Executive Director

CITY OF NEW HAVEN

Justin Elicker, Mayor

LIVABLE CITY INITIATIVE

165 Church Street, 3rd Floor
New Haven, CT 06510
Phone: (203) 946-7090 Fax: (203) 946-4899



CITY OF NEW HAVEN

AN ECONOMIC DEVELOPMENT DEPT.

Michael Piscitelli
Economic Development
Administrator

March 24, 2023

The Honorable Tyisha Walker-Myers, President
Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

RE: ORDER OF BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN GATHER NEW HAVEN, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN

Dear President Walker-Myers:

In accordance with the Board of Alders parliamentary procedure, from the Executive Director, Livable City Initiative submitting for communication an Order requesting a lease (the "Lease Agreement") between Gather New Haven, Inc. (the "Gather New Haven") and the City of New Haven (the "City").

Gather New Haven operates community gardens to serve the residents of our City. The Community gardens contribute to the vitality of our neighborhood by engaging residents and strengthening our community, improving our health, and protecting the environment.

I attach a proposed draft Order for the Board of Alders and the proposed form of Lease Agreement. This lease is in the form of the existing five-year lease agreement which terminates June 30, 2023. The attached "Schedule A" contains a list of all the addresses of the community gardens that will be covered by the Lease Agreement. I will be happy to answer any questions or concerns the Board of Alders may have concerning these materials.

Sincerely,

Arlevia T. Samuel
Executive Director
Livable City Initiative



Arlevia T. Samuel
Executive Director

CITY OF NEW HAVEN

Justin Elicker, Mayor

LIVABLE CITY INITIATIVE

165 Church Street, 3rd Floor
New Haven, CT 06510
Phone: (203) 946-7090 Fax: (203) 946-4899



CITY OF NEW HAVEN

AN ECONOMIC DEVELOPMENT DEPT.

Michael Piscitelli
Economic Development
Administrator

March 24, 2023

The Honorable Tyisha Walker-Myers, President
Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

RE: ORDER OF BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN GATHER NEW HAVEN, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN

Dear President Walker-Myers:

In accordance with the Board of Alders parliamentary procedure, from the Executive Director, Livable City Initiative submitting for communication an Order requesting a lease (the "Lease Agreement") between Gather New Haven, Inc. (the "Gather New Haven") and the City of New Haven (the "City").

Gather New Haven operates community gardens to serve the residents of our City. The Community gardens contribute to the vitality of our neighborhood by engaging residents and strengthening our community, improving our health, and protecting the environment.

I attach a proposed draft Order for the Board of Alders and the proposed form of Lease Agreement. This lease is in the form of the existing five-year lease agreement which terminates June 30, 2023. The attached "Schedule A" contains a list of all the addresses of the community gardens that will be covered by the Lease Agreement. I will be happy to answer any questions or concerns the Board of Alders may have concerning these materials.

Sincerely,

Arlevia T. Samuel
Executive Director
Livable City Initiative

..TITLE

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN GATHER NEW HAVEN, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN

..BODY

WHEREAS, for many years, the New Haven Land Trust, Inc. (the "Land Trust") has operated community gardens in the City of New Haven on land owned by the City of New Haven; and

WHEREAS, for many years, the New Haven Farms, Inc. (the "New Haven Farms") has operated community gardens in the City of New Haven on land owned by the City of New Haven; and

WHEREAS, the Land Trust has merged with New Haven Farms to form a new entity know as Gather New Haven, Inc (the "Gather New Haven"); and

WHEREAS, the Gather New Haven serves the residents of New Haven through the community gardens by teaching about the environment, health, and social justice, and

WHEREAS, the Land Trust has and New Haven Farms previously leased land from the City of New Haven for terms of five (5) years for a rent of \$1.00 per annum; and

WHEREAS, the current leases will expire on June 30, 2023.

NOW, THEREFORE, BE IT ORDERED that the City hereby approves the execution and delivery of a five (5) year Ground Lease between the Gather New Haven, Inc. and the City of New Haven with respect to the following properties at a rent of \$1.00 per annum:

Garden Name	Address
Ann Street Garden	11-13 Ann Street
Armory	280 Goffe Street
Bassett Street Garden	49 Bassett Street
Bristol Street	117 Bristol Street
Catholic Worker Garden	211 Rosette Street
Davenport Children's Garden	145 Davenport Avenue
English Street Garden	216-220 English Street
Ferry Street Farm	613-619 Ferry Street
Field of Greens	8-10 Arthur Street
Field of Greens	12 Arthur Street
Hazel Street	221-225 Shelton Avenue
Ivy Street	255 Shelton Avenue
Ivy Street	257 Shelton Ave
Ivy Street	138 Ivy St
Liberty Street Garden	66 Liberty Street
Martin Luther King Peace Garden	24-26 Adeline Street
Martin Luther King Peace Garden	28 Adeline Street
Redfield Street Garden	36 Redfield Street
Shelter Street Garden	42 Shelter Street
Shepard Street Garden	96 Shepard Street
Stallworth Garden	358 Blatchley Avenue
Starr Street - Big Farm	226 - 228 Starr Street
Starr Street - Little Farm	242 - 248 Starr Street

Stevens Street	47 Stevens Street
Truman Street Greenspace & Garden	60-62 Truman Street
Truman Street Greenspace & Garden	64-66 Truman Street
Ward Street Garden	170 Ward Street
William Street	56 William Street

AND FURTHER, BE IT ORDERED that the Mayor be and hereby is authorized to execute and deliver the Lease Agreement on behalf of the City of New Haven

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : All Honorable Members of the Board of Alders

DATE: **April 3, 2023**

FROM: Department Livable City Initiative

Person

Evan Trachten

Telephone X 8373

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders.

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING
THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5)
YEAR GROUND LEASE BY AND BETWEEN GATHER NEW HAVEN, INC. AND THE
CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS
WITHIN THE CITY OF NEW HAVEN

Check one if this an appointment to a commission

☐ Democrat

☐ Republican

☐ Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the Alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the Alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the Alder(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.

FISCAL IMPACT STATEMENT

DATE: April 3, 2023
FROM (Dept.): Livable City Initiative (LCI)
CONTACT: Arlevia Samuel, Executive Director PHONE (203) 946-8436

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN GATHER NEW HAVEN, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO ☐
YES ☐

1. One-time
2. Annual \$1.00

Other Comments: Five (5) year lease at \$1.00 per year

**LEASE
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
GATHER NEW HAVEN, INC.
A23-**

This Lease Agreement (this "Lease"), is entered into as of the _____ day of _____, 2018 (the "Effective Date") by and between the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the state of Connecticut and having offices at 165 Church Street, New Haven, Connecticut (the "Lessor"), and **GATHER NEW HAVEN, INC.**, a non-stock corporation organized and existing under the laws of the state of Connecticut and having offices at 470 James Street #007, New Haven, Connecticut (the "Lessee").

Lessor does hereby lease to Lessee those parcels of land (individually a "Parcel" or "Parcels" and together the "Premises") described in Schedule A hereto upon the terms and conditions herein contained. It is hereby acknowledged that any prior lease agreements by and between the Parties affecting the Premises are hereby terminated as of the commencement date as stated herein.

In consideration of the rent herein reserved and the covenants and agreements herein expressed, Lessor and Lessee covenant and agree as follows:

1. The term of this Lease shall commence on **July 1, 2023** and continue for a period of five (5) years from said commencement date (the "Lease Term"), unless sooner terminated as set forth below.
2. The rent payable by Lessee shall be one dollar (\$1.00) per year.
3. Lessee shall, at Lessee's sole cost and expense, improve, equip, operate, utilize and maintain each Parcel as a Community Garden (as defined below), and Lessee shall not use the Premises for any purpose or purposes other than as community gardens, without the prior written consent of Lessor. Lessee shall not construct any additional structure, building, out-building or underground improvements requiring a building permit without the prior consent of Lessor and the issuance of all applicable permits. A "Community Garden" as referenced herein shall refer to a garden where people share land, water and sunlight for the combined activities of food production, recreation, social and cultural exchange in furtherance of community spirit. Lessee shall maintain the Premises in accordance with the most recent version of the Community Gardens/Greenspaces: Management Guidelines, a copy of which is attached hereto.
4. (a) In the event of any threat to public health, safety or welfare (an "Emergency") which shall include (without limitation) the need to repair water lines, sewer lines, gas lines, or electrical lines at or running through a Parcel, Lessor or its agents or designees shall have the right to immediately enter upon the Parcel for the purpose of addressing the Emergency. In the event of an Emergency, Lessor shall try to make an effort to give to Lessee such notice prior to such entry as may be feasible under the circumstances. All costs related to any Emergency will be the Lessor's responsibility. Upon completion of any work at a Parcel by Lessor or by its agents or designees resulting from an Emergency, Lessor shall, to the extent reasonably practicable, and at Lessor's expense, restore the Parcel (or cause the Parcel to be restored) to the condition of the same prior to the performance of such work.

- (b) If Lessor, its employees, agents, designees or any person or entity acting with its or their apparent or actual authority or approval shall otherwise cause damage to a Parcel or to the plants, improvements, structures or other property of Lessee, Lessor shall promptly repair the physical damage (or cause it to be repaired) to the condition existing prior to the occurrence of the damage (to the extent feasible) and shall reimburse Lessee for the cost of purchasing trees, plants or other such vegetation, as replacements for those damaged or destroyed.
- 5. Lessee shall be responsible for preserving the public peace at the Premises.
- 6. Lessee agrees to indemnify and hold Lessor harmless for any and all loss, expense, damage, judgment, reasonable attorneys' fees, claims or demands arising out of Lessee's improvement, maintenance, equipment or operation of the Premises, except as may arise out of the negligence or willful misconduct of Lessor, its employees, officers or agents. At Lessee's sole cost and expense, Lessee shall obtain an insurance policy covering all of its operations at the Premises, with liability coverage in amounts reasonably acceptable to Lessor. Lessee shall submit to Lessor a certificate of insurance for such policy, showing the City of New Haven as a certificate holder and additional insured. Lessee shall maintain such insurance policy for the entire Lease Term, and shall not change the terms and conditions of such insurance policy without the Lessor's prior written approval, which approval shall not be unreasonably denied.
- 7. Lessee shall, in its use of the Premises, comply with all applicable state and federal laws and with all applicable codes, ordinances, and regulations established by Lessor. In particular, at all times during the Lease Term, Lessee agrees:
 - (a) to comply with all provisions of Executive Order 11246, Executive Order 11375, the Connecticut Fair Employment Practices Act and Chapter 12½, the Code of Ordinances of the City of New Haven (the "Code") including all standards and regulations which are accepted by the governmental authority establishing the requirement in question, and that all such standards and regulations are incorporated herein by reference;
 - (b) not to discriminate against any person, including employees and applicants for employment, because of race, color, religion, age, sex, sexual orientation, physical disability or national origin, and to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, age or national origin and physical handicap, which shall include (without limitation) actions as to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or any other forms of compensation, and selection for training, including apprenticeship;
 - (c) to post in plain view, in places available to employees and applicants for employment, any notices provided by Lessor setting forth the provisions of Lessor's equal opportunity program (the "Program");
 - (d) to state, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, or national origin;

- (e) to send to each labor union or representative of workers with whom Lessee has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of Lessee's commitments hereunder (and under Chapter 12½ the Code) to post in plain view copies of the notice in places available to employees and applicants for employment and to register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- (f) to utilize labor department and Lessor-sponsored manpower programs as a source of recruitment and to notify Lessor's contract compliance unit and such programs of all job vacancies;
- (g) to take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Lease;
- (h) to cooperate with appropriate departments of Lessor in implementing any obligations contained in this Lease with respect to increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- (i) to provide all information and reports required by Lessor's contract compliance director pursuant to Section 12½ -19 through Section 12½-32 of the Code, and to permit access to Lessee's books, records and accounts by Lessor's contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the Program;
- (j) to take such action, with respect to any subcontractor, as Lessor may direct as a means of enforcing the provisions of the Program, provided however that, in the event that Lessee becomes involved in or is threatened with litigation as a result of such direction by Lessor, Lessor will intervene in such litigation to the extent necessary to protect the interests of Lessor and to effectuate the Program;
- (k) to include the provisions of the Program in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- (l) that a finding, as hereinafter provided, of a refusal by Lessee, or any subcontractor, to comply with any portion of the Program may subject the offending party to any or all of the following penalties:
 - (i) withholding of all future payments to Lessee under any public contract until it is determined that Lessee, or subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (ii) refusal of all future bids by Lessee for any public contract with Lessor, or any of its departments or divisions, until such time as Lessee, or any subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (iii) cancellation of this Lease;

- (iv) recovery of specified monetary penalties; and/or
 - (v) in case of substantial or material violation or the threat of substantial or material violation, appropriate equitable or legal proceedings may be brought to enforce the Program against contractors, subcontractors, or other organizations, individuals or groups that directly or indirectly are not in compliance with the Program.
- 8. Notwithstanding any other provision contained in this Lease, it is agreed and understood that if during the Lease Term, Lessor shall require the return of any Parcel or Parcels for any purpose, Lessor may deliver not less than one (1) year's written notice to Lessee (the "Notice Period") terminating this Lease with respect to the Parcel or Parcels in question, and upon the expiration of the Notice Period, Lessor and Lessee shall execute and deliver a modification to this Lease, releasing the Parcel or Parcels in question which modification be recorded on the New Haven Land Records. In the event of a termination of this Lease with respect to a Parcel or Parcels in accordance with this Section 8, Lessor shall use all reasonable efforts to find a suitable space for relocation of the Community Garden(s) affected thereby and shall be responsible for the costs of relocation, as more particularly described in Section 12 below.
- 9. Lessee may terminate this Lease or terminate this Lease with respect to any Parcel or Parcels at any time upon at least one (1) years' written notice to Lessor.
- 10. Lessee shall not assign all or any partial interest in this Lease, and shall not sublet all or any portion of the Premises without the Lessor's prior written approval, which approval may be granted or denied in the Lessor's sole and absolute discretion.
- 11. In the event that Lessee shall be in material default with respect to its obligations under Sections 6, 7 and/or 10 of this Lease, then Lessor shall deliver written notice of such default to Lessee, at which point Lessee shall have thirty (30) days to cure the default (or, if the default is not curable within thirty (30) days then Lessee shall have such cure period as the Lessor finds to be reasonable with respect to the default in question, provided that the cure is commenced within said thirty (30) day period and is thereafter completed promptly and with sufficient effort). If Lessee fails to cure, Lessor may (at Lessor's sole discretion) terminate this Lease by written notice to Lessee of such termination, upon which Lessor shall be permitted to immediately re-enter the Premises and this Lease shall be null and void and of no further effect.
- 12.
 - (a) Except as set forth in Section 8 above, upon the expiration or earlier termination of this Lease with respect to any Parcel or Parcels, Lessee shall be responsible for relocation of the Community Gardens affected thereby, at Lessee's own expense, including, but not limited to, the prompt removal of all of Lessee's equipment, all materials associated with the work on the Community Garden and any and all debris associated with Lessee's use of such Parcel or Parcels;
 - (b) At all times during the term of and at the termination of this Lease, Lessee may remove any and all improvements installed at the Parcel or Parcels by Lessee, provided that Lessee shall be responsible for the cost of repairing any installation at, under or through any Parcel (such as sewer, water, electricity, gas or other utility line) that is damaged by that removal.
 - (c) In the event that Lessor or Lessee shall fail to carry out its obligations under Paragraphs 12(a) and 12(b) above, then without prejudice to any other rights or

remedies which may be available to the non-breaching party, it is hereby agreed, stipulated and understood that the non-breaching party shall be permitted to carry out such work and recover the cost thereof from the breaching party.

13. This Lease, its terms and conditions, and any claims arising therefrom, shall be governed by Connecticut law. Lessor and Lessee each waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Lease.
14. Lessor and Lessee each binds itself and its respective successors and assigns, if any, with respect to all of the terms and conditions of this Lease.
15. If any provision of this Lease is held invalid, the remaining provisions of this Lease shall not be affected thereby if those provisions would then continue to conform to the requirements of applicable laws.
16. Any waiver of any one or more of the terms and conditions of this Lease by either Lessor or Lessee shall not be interpreted as a waiver of any other term or condition of this Lease by the party waiving the same, and shall not constitute a future waiver of the provision being waived, unless expressly so stated.
17. Except as otherwise specifically provided in this Lease, whenever under this Lease notices, approvals, authorizations determinations, terminations, cancellations, requests, revocations, satisfactions, renewals, continuations or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of Lessor or Lessee (as appropriate) and delivered by hand or sent by first class mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, shall be as follows:

Lessor:	The Livable City Initiative Department of Neighborhood Beautification City of New Haven 165 Church Street New Haven, CT 06510 Attn: Executive Director
Lessee:	Gather New Haven, Inc. 470 James Street #007 New Haven, CT 06513 Attn: Executive Director
18. To the extent that any Parcel is, at the Effective Date, subject to an existing lease or other agreement between Lessor and Lessee, then by execution and delivery of this Lease, any such existing lease or other agreement is hereby automatically terminated by mutual consent and this Lease shall, as of the Effective Date, govern the relationship of the parties with respect thereto.
19. No contract of employment is intended or implemented by this Lease and no fringe benefits will be paid to Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed two (2) counterparts of this Lease as of the date first above written.

**Signed, Sealed and Delivered
In the presence of:**

CITY OF NEW HAVEN

BY: _____
Justin Elicker
Its Mayor

Approved as to Form and Correctness:

Michael J. Pinto
Assistant Corporation Counsel

GATHER NEW HAVEN, INC.

BY: _____
Leigh Youngblood
Its Executive Director

“Schedule A”

Garden Name	Address
Ann Street Garden	11-13 Ann Street
Armory	280 Goffe Street
Bassett Street Garden	49 Bassett Street
Bristol Street	117 Bristol Street
Catholic Worker Garden	211 Rosette Street
Davenport Children's Garden	145 Davenport Avenue
English Street Garden	216–220 English Street
Ferry Street Farm	613-619 Ferry Street
Field of Greens	8-10 Arthur Street
Field of Greens	12 Arthur Street
Hazel Street	221–225 Shelton Avenue
Ivy Street	255 Shelton Avenue
Ivy Street	257 Shelton Ave
Ivy Street	138 Ivy St
Liberty Street Garden	66 Liberty Street
Martin Luther King Peace Garden	24-26 Adeline Street
Martin Luther King Peace Garden	28 Adeline Street
Redfield Street Garden	36 Redfield Street
Shelter Street Garden	42 Shelter Street
Shepard Street Garden	96 Shepard Street
Stallworth Garden	358 Blatchley Avenue
Starr Street - Big Farm	226 - 228 Starr Street
Starr Street - Little Farm	242 - 248 Starr Street
Stevens Street	47 Stevens Street
Truman Street Greenspace & Garden	60-62 Truman Street
Truman Street Greenspace & Garden	64-66 Truman Street
Ward Street Garden	170 Ward Street
William Street	56 William Street

“Schedule A”

Garden Name	Address
Ann Street Garden	11-13 Ann Street
Armory	280 Goffe Street
Bassett Street Garden	49 Bassett Street
Bristol Street	117 Bristol Street
Catholic Worker Garden	211 Rosette Street
Davenport Children's Garden	145 Davenport Avenue
English Street Garden	216-220 English Street
Ferry Street Farm	613-619 Ferry Street
Field of Greens	8-10 Arthur Street
Field of Greens	12 Arthur Street
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Starr Street - Little Farm	242 - 248 Starr Street
Stevens Street	47 Stevens Street
Truman Street Greenspace & Garden	60-62 Truman Street
Truman Street Greenspace & Garden	64-66 Truman Street
Ward Street Garden	170 Ward Street
William Street	56 William Street

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN GATHER NEW HAVEN, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN

“Schedule A”

Garden Name	Address
Ann Street Garden	11-13 Ann Street
Armory	280 Goffe Street
Bassett Street Garden	49 Bassett Street
Bristol Street	117 Bristol Street
Catholic Worker Garden	211 Rosette Street
Davenport Children's Garden	145 Davenport Avenue
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Truman Street Greenspace & Garden	64-66 Truman Street
Ward Street Garden	170 Ward Street
William Street	56 William Street

**LEASE
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
THE NEW HAVEN LAND TRUST, INC.
A18-0652**

**EXECUTED
ORIGINAL**

This Lease Agreement (this "Lease"), is entered into as of the 22nd day of July, 2019, effective as of July 1, 2018 (the "Effective Date") by and between the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the state of Connecticut and having offices at 165 Church Street, New Haven, Connecticut (the "Lessor"), and **THE NEW HAVEN LAND TRUST, INC.**, a non-stock corporation organized and existing under the laws of the state of Connecticut and having offices at 458 Grand Avenue, New Haven, Connecticut (the "Lessee").

Lessor does hereby lease to Lessee those parcels of land (individually a "Parcel" or "Parcels" and together the "Premises") described in Schedule A attached hereto and upon the terms and conditions herein contained. It is hereby acknowledged that any prior lease agreements by and between the Parties affecting the Premises are hereby terminated as of the commencement date as stated herein.

In consideration of the rent herein reserved and the covenants and agreements herein expressed, Lessor and Lessee covenant and agree as follows:

1. The term of this Lease shall commence on **July 1, 2018** and continue for a period of five (5) years from said commencement date (the "Lease Term"), unless sooner terminated as set forth below.
2. The rent payable by Lessee shall be one dollar (\$1.00) per year.
3. Lessee shall, at Lessee's sole cost and expense, improve, equip, operate, utilize and maintain each Parcel as a Community Garden (as defined below), and Lessee shall not use the Premises for any purpose or purposes other than as community gardens, without the prior written consent of Lessor. Lessee shall not construct any additional structure, building, out-building or underground improvements requiring a building permit without the prior consent of Lessor and the issuance of all applicable permits. A "Community Garden" as referenced herein shall refer to a garden where people share land, water and sunlight for the combined activities of food production, recreation, social and cultural exchange in furtherance of community spirit..
4.
 - (a) In the event of any threat to public health, safety or welfare (an "Emergency") which shall include (without limitation) the need to repair water lines, sewer lines, gas lines, or electrical lines at or running through a Parcel, Lessor or its agents or designees shall have the right to immediately enter upon the Parcel for the purpose of addressing the Emergency. In the event of an Emergency, Lessor shall try to make an effort to give to Lessee such notice prior to such entry as may be feasible under the circumstances. All costs related to any Emergency will be the Lessor's responsibility. Upon completion of any work at a Parcel by Lessor or by its agents or designees resulting from an Emergency, Lessor shall, to the extent reasonably practicable, and at Lessor's expense, restore the Parcel (or cause the Parcel to be restored) to the condition of the same prior to the performance of such work.
 - (b) If Lessor, its employees, agents, designees or any person or entity acting with its or their apparent or actual authority or approval shall otherwise cause damage to a Parcel or to the plants, improvements, structures or other property of Lessee,

Lessor shall promptly repair the physical damage (or cause it to be repaired) to the condition existing prior to the occurrence of the damage (to the extent feasible) and shall reimburse Lessee for the cost of purchasing trees, plants or other such vegetation, as replacements for those damaged or destroyed.

5. Lessee shall be responsible for preserving the public peace at the Premises.
6. Lessee agrees to indemnify and hold Lessor harmless for any and all loss, expense, damage, judgment, reasonable attorneys' fees, claims or demands arising out of Lessee's improvement, maintenance, equipment or operation of the Premises, except as may arise out of the negligence or willful misconduct of Lessor, its employees, officers or agents. At Lessee's sole cost and expense, Lessee shall obtain an insurance policy covering all of its operations at the Premises, with liability coverage in amounts reasonably acceptable to Lessor. Lessee shall submit to Lessor a certificate of insurance for such policy, showing the City of New Haven as a certificate holder and additional insured. Lessee shall maintain such insurance policy for the entire Lease Term, and shall not change the terms and conditions of such insurance policy without the Lessor's prior written approval, which approval shall not be unreasonably denied.
7. Lessee shall, in its use of the Premises, comply with all applicable state and federal laws and with all applicable codes, ordinances, and regulations established by Lessor. In particular, at all times during the Lease Term, Lessee agrees:
 - (a) to comply with all provisions of Executive Order 11246, Executive Order 11375, the Connecticut Fair Employment Practices Act and Chapter 12½, the Code of Ordinances of the City of New Haven (the "Code") including all standards and regulations which are accepted by the governmental authority establishing the requirement in question, and that all such standards and regulations are incorporated herein by reference;
 - (b) not to discriminate against any person, including employees and applicants for employment, because of race, color, religion, age, sex, sexual orientation, physical disability or national origin, and to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, age or national origin and physical handicap, which shall include (without limitation) actions as to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or any other forms of compensation, and selection for training, including apprenticeship;
 - (c) to post in plain view, in places available to employees and applicants for employment, any notices provided by Lessor setting forth the provisions of Lessor's equal opportunity program (the "Program");
 - (d) to state, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, or national origin;
 - (e) to send to each labor union or representative of workers with whom Lessee has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of Lessee's commitments hereunder (and under Chapter 12½ the Code) to post in plain view copies of the

notice in places available to employees and applicants for employment and to register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- (f) to utilize labor department and Lessor-sponsored manpower programs as a source of recruitment and to notify Lessor's contract compliance unit and such programs of all job vacancies;
- (g) to take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Lease;
- (h) to cooperate with appropriate departments of Lessor in implementing any obligations contained in this Lease with respect to increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- (i) to provide all information and reports required by Lessor's contract compliance director pursuant to Section 12½ -19 through Section 12½-32 of the Code, and to permit access to Lessee's books, records and accounts by Lessor's contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the Program;
- (j) to take such action, with respect to any subcontractor, as Lessor may direct as a means of enforcing the provisions of the Program, provided however that, in the event that Lessee becomes involved in or is threatened with litigation as a result of such direction by Lessor, Lessor will intervene in such litigation to the extent necessary to protect the interests of Lessor and to effectuate the Program;
- (k) to include the provisions of the Program in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- (l) that a finding, as hereinafter provided, of a refusal by Lessee, or any subcontractor, to comply with any portion of the Program may subject the offending party to any or all of the following penalties:
 - (i) withholding of all future payments to Lessee under any public contract until it is determined that Lessee, or subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (ii) refusal of all future bids by Lessee for any public contract with Lessor, or any of its departments or divisions, until such time as Lessee, or any subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (iii) cancellation of this Lease;
 - (iv) recovery of specified monetary penalties; and/or
 - (v) in case of substantial or material violation or the threat of substantial or material violation, appropriate equitable or legal proceedings may be

brought to enforce the Program against contractors, subcontractors, or other organizations, individuals or groups that directly or indirectly are not in compliance with the Program.

8. Notwithstanding any other provision contained in this Lease, it is agreed and understood that if during the Lease Term, Lessor shall require the return of any Parcel or Parcels for any purpose, Lessor may deliver not less than one (1) year's written notice to Lessee (the "Notice Period") terminating this Lease with respect to the Parcel or Parcels in question, and upon the expiration of the Notice Period, Lessor and Lessee shall execute and deliver a modification to this Lease, releasing the Parcel or Parcels in question which modification be recorded on the New Haven Land Records. In the event of a termination of this Lease with respect to a Parcel or Parcels in accordance with this Section 8, Lessor shall use all reasonable efforts to find a suitable space for relocation of the Community Garden(s) affected thereby and shall be responsible for the costs of relocation, as more particularly described in Section 12 below.
9. Lessee may terminate this Lease or terminate this Lease with respect to any Parcel or Parcels at any time upon at least one (1) years' written notice to Lessor.
10. Lessee shall not assign all or any partial interest in this Lease, and shall not sublet all or any portion of the Premises without the Lessor's prior written approval, which approval may be granted or denied in the Lessor's sole and absolute discretion.
11. In the event that Lessee shall be in material default with respect to its obligations under Sections 6, 7 and/or 10 of this Lease, then Lessor shall deliver written notice of such default to Lessee, at which point Lessee shall have thirty (30) days to cure the default (or, if the default is not curable within thirty (30) days then Lessee shall have such cure period as the Lessor finds to be reasonable with respect to the default in question, provided that the cure is commenced within said thirty (30) day period and is thereafter completed promptly and with sufficient effort). If Lessee fails to cure, Lessor may (at Lessor's sole discretion) terminate this Lease by written notice to Lessee of such termination, upon which Lessor shall be permitted to immediately re-enter the Premises and this Lease shall be null and void and of no further effect.
12.
 - (a) Except as set forth in Section 8 above, upon the expiration or earlier termination of this Lease with respect to any Parcel or Parcels, Lessee shall be responsible for relocation of the Community Gardens affected thereby, at Lessee's own expense, including, but not limited to, the prompt removal of all of Lessee's equipment, all materials associated with the work on the Community Garden and any and all debris associated with Lessee's use of such Parcel or Parcels;
 - (b) At all times during the term of and at the termination of this Lease, Lessee may remove any and all improvements installed at the Parcel or Parcels by Lessee, provided that Lessee shall be responsible for the cost of repairing any installation at, under or through any Parcel (such as sewer, water, electricity, gas or other utility line) that is damaged by that removal.

(c) In the event that Lessor or Lessee shall fail to carry out its obligations under Paragraphs 12(a) and 12(b) above, then without prejudice to any other rights or remedies which may be available to the non-breaching party, it is hereby agreed, stipulated and understood that the non-breaching party shall be permitted to carry out such work and recover the cost thereof from the breaching party.

13. This Lease, its terms and conditions, and any claims arising therefrom, shall be governed by Connecticut law. Lessor and Lessee each waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Lease.
14. Lessor and Lessee each binds itself and its respective successors and assigns, if any, with respect to all of the terms and conditions of this Lease.
15. If any provision of this Lease is held invalid, the remaining provisions of this Lease shall not be affected thereby if those provisions would then continue to conform to the requirements of applicable laws.
16. Any waiver of any one or more of the terms and conditions of this Lease by either Lessor or Lessee shall not be interpreted as a waiver of any other term or condition of this Lease by the party waiving the same, and shall not constitute a future waiver of the provision being waived, unless expressly so stated.
17. Except as otherwise specifically provided in this Lease, whenever under this Lease notices, approvals, authorizations determinations, terminations, cancellations, requests, revocations, satisfactions, renewals, continuations or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of Lessor or Lessee (as appropriate) and delivered by hand or sent by first class mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, shall be as follows:

Lessor: The Livable City Initiative
City of New Haven
165 Church Street
New Haven, CT 06510
Attn: Executive Director

Lessee: The New Haven Land Trust, Inc.
458 Grand Avenue
New Haven, CT 06511
Attn: Director of Community Gardens

18. To the extent that any Parcel is, at the Effective Date, subject to an existing lease or other agreement between Lessor and Lessee, then by execution and delivery of this Lease, any such existing lease or other agreement is hereby automatically terminated by mutual consent and this Lease shall, as of the Effective Date, govern the relationship of the parties with respect thereto.
19. No contract of employment is intended or implemented by this Lease and no fringe benefits will be paid to Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed two (2) counterparts of this Lease as of the date first above written.

Signed, Sealed and Delivered
In the presence of:

Alexis Perkins
Jalynn McCoun

CITY OF NEW HAVEN

BY: Toni N. Harp
Toni N. Harp
Its Mayor

Approved as to Form and Correctness:

[Signature]
Alison Lencore
Assistant Corporation Counsel

[Signature]
[Signature]

THE NEW HAVEN LAND TRUST, INC.

BY: [Signature]
Gregg Davis, MBA
Interim Executive Director

SCHEDULE A

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN THE NEW HAVEN LAND TRUST, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN.

"Schedule A"

Garden Name	Address
Ann Street Garden	11-13 Ann Street
Bristol Street	117 Bristol Street
Catholic Worker Garden	211 Rosette Street
Davenport Children's Garden	145 Davenport Avenue
English Street Garden	216-220 English Street
Field of Greens	8-10 Arthur Street
Field of Greens	12 Arthur Street
Hazel Street	221-225 Shelton Avenue
Ivy Street	255 Shelton Avenue
Ivy Street	257 Shelton Ave
Ivy Street	138 Ivy St
Martin Luther King Peace Garden	24-28 Adeline Street
Martin Luther King Peace Garden	28 Adeline Street
Redfield Street Garden	36 Redfield Street
Stallworth Garden	358 Blatchley Avenue
Starr Street - Big Farm	226 - 228 Starr Street
Starr Street - Little Farm	242 - 248 Starr Street
Stevens Street	47 Stevens Street
Truman Street Greenspace & Garden	60-62 Truman Street
Truman Street Greenspace & Garden	64-66 Truman Street
William Street	56 William Street
Armory	280 Goffe Street

**LEASE
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
NEW HAVEN FARMS, INC.
A18-0653**

EXECUTED
ORIGINAL

This Lease Agreement (this "Lease"), is entered into as of the 3rd day of October, 2018 (the "Effective Date") by and between the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the state of Connecticut and having offices at 165 Church Street, New Haven, Connecticut (the "Lessor"), and **NEW HAVEN FARMS, INC.**, a non-stock corporation organized and existing under the laws of the state of Connecticut with a mailing address at 817 Grand Avenue, New Haven, Connecticut (the "Lessee").

Lessor does hereby lease to Lessee those parcels of land (individually a "Parcel" or "Parcels" and together the "Premises") described in Schedule A hereto upon the terms and conditions herein contained. It is hereby acknowledged that any prior lease agreements by and between the Parties affecting the Premises are hereby terminated as of the commencement date as stated herein, including the Lease by and between the City of New Haven and the New Haven Farms, Inc. (A14-0816).

In consideration of the rent herein reserved and the covenants and agreements herein expressed, Lessor and Lessee covenant and agree as follows:

1. The term of this Lease shall commence on **July 1, 2018** and continue for a period of five (5) years from said commencement date (the "Lease Term"), unless sooner terminated as set forth below.
2. The rent payable by Lessee shall be one dollar (\$1.00) per year.
3. Lessee shall, at Lessee's sole cost and expense, improve, equip, operate, utilize and maintain each Parcel for urban farming (as defined below), and Lessee shall not use the Premises for any purpose or purposes other than for urban farming, without the prior written consent of Lessor. Lessee shall not construct any additional structure, building, out-building or underground improvements requiring a building permit without the prior consent of Lessor and the issuance of all applicable permits. A "Urban Farming" as referenced herein shall refer to a garden where people share land, water and sunlight for the combined activities of food production, recreation, social and cultural exchange in furtherance of community spirit.
4.
 - (a) In the event of any threat to public health, safety or welfare (an "Emergency") which shall include (without limitation) the need to repair water lines, sewer lines, gas lines, or electrical lines at or running through a Parcel, Lessor or its agents or designees shall have the right to immediately enter upon the Parcel for the purpose of addressing the Emergency. In the event of an Emergency, Lessor shall try to make an effort to give to Lessee such notice prior to such entry as may be feasible under the circumstances. All costs related to any Emergency will be the Lessor's responsibility. Upon completion of any work at a Parcel by Lessor or by its agents or designees resulting from an Emergency, Lessor shall, to the extent reasonably practicable, and at Lessor's expense, restore the Parcel (or cause the Parcel to be restored) to the condition of the same prior to the performance of such work.
 - (b) If Lessor, its employees, agents, designees or any person or entity acting with its or their apparent or actual authority or approval shall otherwise cause damage to

a Parcel or to the plants, improvements, structures or other property of Lessee. Lessor shall promptly repair the physical damage (or cause it to be repaired) to the condition existing prior to the occurrence of the damage (to the extent feasible) and shall reimburse Lessee for the cost of purchasing trees, plants or other such vegetation, as replacements for those damaged or destroyed.

5. Lessee shall be responsible for preserving the public peace at the Premises.
6. Lessee agrees to indemnify and hold Lessor harmless for any and all loss, expense, damage, judgment, reasonable attorneys' fees, claims or demands arising out of Lessee's improvement, maintenance, equipment or operation of the Premises, except as may arise out of the negligence or willful misconduct of Lessor, its employees, officers or agents. At Lessee's sole cost and expense, Lessee shall obtain an insurance policy covering all of its operations at the Premises, with liability coverage in amounts reasonably acceptable to Lessor. Lessee shall submit to Lessor a certificate of insurance for such policy, showing the City of New Haven as a certificate holder and additional insured. Lessee shall maintain such insurance policy for the entire Lease Term, and shall not change the terms and conditions of such insurance policy without the Lessor's prior written approval, which approval shall not be unreasonably denied.
7. Lessee shall, in its use of the Premises, comply with all applicable state and federal laws and with all applicable codes, ordinances, and regulations established by Lessor. In particular at all times during the Lease Term, Lessee agrees:
 - (a) to comply with all provisions of Executive Order 11246, Executive Order 11375, the Connecticut Fair Employment Practices Act and Chapter 121, the Code of Ordinances of the City of New Haven (the "Code") including all standards and regulations which are accepted by the governmental authority establishing the requirement in question, and that all such standards and regulations are incorporated herein by reference;
 - (b) not to discriminate against any person, including employees and applicants for employment, because of race, color, religion, age, sex, sexual orientation, physical disability or national origin, and to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, age or national origin and physical handicap, which shall include (without limitation) actions as to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or any other forms of compensation, and selection for training, including apprenticeship.
 - (c) to post in plain view, in places available to employees and applicants for employment, any notices provided by Lessor setting forth the provisions of Lessor's equal opportunity program (the "Program");
 - (d) to state, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
 - (e) to send to each labor union or representative of workers with whom Lessee has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of Lessee's commitments

hereunder (and under Chapter 12^a, the Code) to post in plain view copies of the notice in places available to employees and applicants for employment and to register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department:

- (f) to utilize labor department and Lessor-sponsored manpower programs as a source of recruitment and to notify Lessor's contract compliance unit and such programs of all job vacancies;
- (g) to take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Lease;
- (h) to cooperate with appropriate departments of Lessor in implementing any obligations contained in this Lease with respect to increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- (i) to provide all information and reports required by Lessor's contract compliance director pursuant to Section 12^a -19 through Section 12^a -32 of the Code, and to permit access to Lessee's books, records and accounts by Lessor's contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the Program;
- (j) to take such action with respect to any subcontractor, as Lessor may direct as a means of enforcing the provisions of the Program, provided however that, in the event that Lessee becomes involved in or is threatened with litigation as a result of such direction by Lessor, Lessor will intervene in such litigation to the extent necessary to protect the interests of Lessor and to effectuate the Program;
- (k) to include the provisions of the Program in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- (l) that a finding, as hereinafter provided, of a refusal by Lessee, or any subcontractor, to comply with any portion of the Program may subject the offending party to any or all of the following penalties:
 - (i) withholding of all future payments to Lessee under any public contract until it is determined that Lessee, or subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (ii) refusal of all future bids by Lessee for any public contract with Lessor, or any of its departments or divisions until such time as Lessee, or any subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (iii) cancellation of this Lease;
 - (iv) recovery of specified monetary penalties; and or

- (v) in case of substantial or material violation or the threat of substantial or material violation appropriate equitable or legal proceedings may be brought to enforce the Program against contractors, subcontractors, or other organizations, individuals or groups that directly or indirectly are not in compliance with the Program
- 8. Notwithstanding any other provision contained in this Lease, it is agreed and understood that if during the Lease Term, Lessor shall require the return of any Parcel or Parcels for any purpose, Lessor may deliver not less than one (1) year's written notice to Lessee (the "Notice Period") terminating this Lease with respect to the Parcel or Parcels in question, and upon the expiration of the Notice Period, Lessor and Lessee shall execute and deliver a modification to this Lease, releasing the Parcel or Parcels in question which modification be recorded on the New Haven Land Records. In the event of a termination of this Lease with respect to a Parcel or Parcels in accordance with this Section 8, Lessor shall use all reasonable efforts to find a suitable space for relocation of the Parcel or Parcels affected thereby and shall be responsible for the costs of relocation, as more particularly described in Section 12 below.
- 9. Lessee may terminate this Lease or terminate this Lease with respect to any Parcel or Parcels at any time upon at least one (1) years' written notice to Lessor.
- 10. Lessee shall not assign all or any partial interest in this Lease, and shall not sublet all or any portion of the Premises without the Lessor's prior written approval, which approval may be granted or denied in the Lessor's sole and absolute discretion.
- 11. In the event that Lessee shall be in material default with respect to its obligations under Sections 6, 7 and/or 10 of this Lease, then Lessor shall deliver written notice of such default to Lessee, at which point Lessee shall have thirty (30) days to cure the default (or, if the default is not curable within thirty (30) days then Lessee shall have such cure period as the Lessor finds to be reasonable with respect to the default in question, provided that the cure is commenced within said thirty (30) day period and is thereafter completed promptly and with sufficient effort). If Lessee fails to cure, Lessor may (at Lessor's sole discretion) terminate this Lease by written notice to Lessee of such termination, upon which Lessor shall be permitted to immediately re-enter the Premises and this Lease shall be null and void and of no further effect.
- 12.
 - (a) Except as set forth in Section 8 above, upon the expiration or earlier termination of this Lease with respect to any Parcel or Parcels, Lessee shall be responsible for relocation of the Parcel or Parcels affected thereby, at Lessee's own expense, including, but not limited to, the prompt removal of all of Lessee's equipment, all materials associated with the work on the Parcel or Parcels and any and all debris associated with Lessee's use of such Parcel or Parcels;
 - (b) At all times during the term of and at the termination of this Lease, Lessee may remove any and all improvements installed at the Parcel or Parcels by Lessee, provided that Lessee shall be responsible for the cost of repairing any installation at, under or through any Parcel (such as sewer, water, electricity, gas or other utility line) that is damaged by that removal.
 - (c) In the event that Lessor or Lessee shall fail to carry out its obligations under Paragraphs 12(a) and 12(b) above, then without prejudice to any other rights or remedies which may be available to the non-breaching party, it is hereby agreed.

stipulated and understood that the non-breaching party shall be permitted to carry out such work and recover the cost thereof from the breaching party.

13. This Lease, its terms and conditions, and any claims arising therefrom, shall be governed by Connecticut law. Lessor and Lessee each waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Lease.
14. Lessor and Lessee each binds itself and its respective successors and assigns, if any, with respect to all of the terms and conditions of this Lease.
15. If any provision of this Lease is held invalid, the remaining provisions of this Lease shall not be affected thereby if those provisions would then continue to conform to the requirements of applicable laws.
16. Any waiver of any one or more of the terms and conditions of this Lease by either Lessor or Lessee shall not be interpreted as a waiver of any other term or condition of this Lease by the party waiving the same, and shall not constitute a future waiver of the provision being waived, unless expressly so stated.
17. Except as otherwise specifically provided in this Lease, whenever under this Lease notices, approvals, authorizations determinations, terminations, cancellations, requests, revocations, satisfactions, renewals, continuations or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of Lessor or Lessee (as appropriate) and delivered by hand or sent by first class mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, shall be as follows:

Lessor: The Livable City Initiative
 Department of Neighborhood Beautification
 City of New Haven
 165 Church Street
 New Haven, CT 06510
 Attn: Executive Director

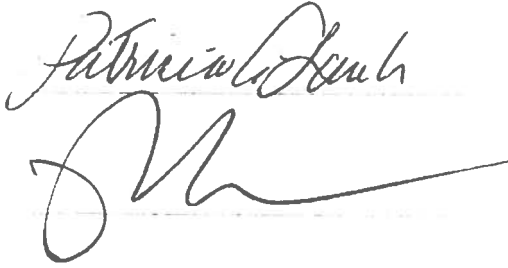
Lessee: New Haven Farms, Inc.
 817 Grand Avenue
 New Haven, CT 06511
 Attn: Executive Director

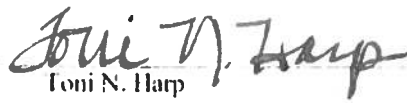
18. To the extent that any Parcel is, at the Effective Date, subject to an existing lease or other agreement between Lessor and Lessee, then by execution and delivery of this Lease, any such existing lease or other agreement is hereby automatically terminated by mutual consent and this Lease shall, as of the Effective Date, govern the relationship of the parties with respect thereto.
19. No contract of employment is intended or implemented by this Lease and no fringe benefits will be paid to Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed two (2) counterparts of this Lease as of the date first above written.

**Signed, Sealed and Delivered
In the presence of:**

CITY OF NEW HAVEN


Patricia A. Smith

BY: 
Toni N. Harp
Its Mayor

Approved as to Form and Correctness:


Alison Lamont
Assistant Corporation Counsel

NEW HAVEN FARMS, INC.

 Julie Davis
 Haley Goldblatt

BY: 
Jacqueline Maissonpierre
Its Executive Director

SCHEDULE A

248 Ferry Street

613-619 Ferry Street

66 Liberty Street

285 James Street

42 Shelter Street

170 Ward Street

Gather New Haven - Neighbors and Nature Thriving Together

Mission:

*To promote health, equity, and justice for people and the environment
by **cultivating connections** with each other and our local lands and waters, and
by **inspiring us to care** for ourselves, our community, and the natural world.*

Program Impacts: Fresh Food & Nature-based Wellness and Land & Water Stewardship

Community Gardens – Gather’s staff supports a network of volunteer District Coordinators who, in turn, support nearly fifty volunteer Garden Coordinators at a community-run gardens across the City of New Haven.

Farms – Gather’s Farm Manager staff operates multiple farm sites producing food to be delivered to our wellness program participants, community members in need of fresh, organic produce, and our farm stand.

Farm-based Wellness – Launched in 2012, the Farm-Based Wellness Program is an early intervention program for low-income people aimed at reducing the development and severity of diabetes and other diet-related chronic diseases.

Growing Entrepreneurs/Eco-Lab – Since 2016 we’ve been helping teens to prepare for both post-secondary education, careers, and businesses, and to become effective stewards of their own health and of our environment. The New Haven Eco-Entrepreneurship Creative Lab is building a community of young adult (ages 18-25) innovators that will deepen youth understanding of how thoughtful entrepreneurship can solve environmental issues.

Preserves/Natural Areas – Free and open access to experience trails and forested waterfront areas along with nature and wellness programs and events.

Schooner Camp – We bring kids ages 6-16 to the coastline and waters of the Long Island Sound for summer camp.

Organization background A 501(c)(3), Gather New Haven (Gather) launched in 2020 following the merger of Schooner Inc., the New Haven Land Trust, and New Haven Farms. Funded through public and private grants, donations, and program revenue, we support 2 urban micro-farms, 45 community gardens, and 3 nature preserves. Our dynamic, innovative programs address the intersecting crises of diabetes and obesity, food insecurity and poverty, and environmental justice and conservation. We focus on community health and wellbeing, youth leadership and development, environmental education and stewardship, and urban agriculture.

Gather runs several youth-oriented programs. Sailing and shoreline exploration programs engage campers in science-based learning, with leadership and youth development opportunities for teens. High school students in our Growing Entrepreneurs program develop professional skills, entrepreneurship, understanding of environmental issues, and gardening and carpentry skills in preparation for both post-secondary education, careers, and businesses, and becoming effective stewards of their own health and of our environment.

Gather supports community gardens across New Haven. A team of eight volunteer District Coordinators – leads the 45 current gardens. Most are Master Gardeners trained by the University of CT Cooperative Extension Master Gardening program. Six to 20 individuals and families manage their own beds at each site or join together to tend shared plantings. Several gardens have become social centers where neighbors gather to socialize or for events (e.g., musical performances, dinners, movie nights). Many, but sadly not all, of the gardens remained active throughout the pandemic, offering rare opportunities to safely connect with neighbors. We are revitalizing all of our gardens post-pandemic.

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