

**City of Vaughan
Policy Manual**

SECTION: 1	POLICY NO: 1
DEPARTMENT: Environmental Sustainability Office	SUBJECT: Community Gardens

1. BACKGROUND

In April 2009, the City of Vaughan approved *Green Directions Vaughan*, the Community Sustainability and Environmental Master Plan, which outlines several initiatives that pertain to demonstrating leadership in sustainability and encouraging the environmental, social and economic sustainability of the community. The Community Garden Policy provides a framework for managing future community garden initiatives as part of a larger community garden network within the City.

2. PURPOSE

The City of Vaughan recognizes that the principles of sustainability must be incorporated into our activities. Community gardens positively contribute to environmental, social and economic sustainability and overall community development.

The purpose of this policy is to:

- Provide a framework for the establishment of sustainable and successful community gardens within the City of Vaughan which will nurture a more integrated urban community and increase civic engagement.
- Encourage a community culture that recognizes and places a priority on sustainability.
- Promote the cultivation of local, healthy and affordable food within the community.
- Provide healthy food to members of the community who may not otherwise have access.
- Raise awareness within the community of collective actions that can help to reduce greenhouse gas emissions from food transportation.
- Increase foliage within the community that can sequester carbon, offsetting a portion of community greenhouse gas emissions while working to improve air quality.

3. SCOPE

This policy applies to all City-owned land and all community gardens located on City-owned land.

4. TERMS AND DEFINITIONS

4.1 Community Gardens are outdoor spaces on designated, underutilized municipal land where City of Vaughan residents and employees of Vaughan-based businesses can meet to grow and care for fruits, vegetables, herbs, flowers, native and/or ornamental plants.

4.2 A “Common” Community Garden is managed and gardened collectively by a group of people. They are community initiated and volunteer managed. These gardens must have a minimum of 3 “donation plots” with collaborative or shared upkeep, the produce of which must be donated to a charitable cause and/or community members in need. In consultation with City staff, the garden volunteers can then determine whether the remaining garden plots are available for individuals or are gardened collectively, whether participation involves fees, donations or is free, and whether the produce is used by the volunteers or is donated.

4.3 An “Allotment” Community Garden is an area of land where garden plots are made available for individual or organizational use. The individual garden plots are rented and are made available annually in exchange for a fee that will be structured to include a fee waiver or sliding scale fee to ensure equal access and opportunity for all community members. This fee will be designated for continual improvement initiatives related to community gardening and provides for garden cost neutrality for the City of Vaughan. Renewal of an allotment plot is contingent upon upholding maintenance standards. Allotment Community Gardens would be administered by the City of Vaughan or an organizational partner and would require consistent and adequate funding.

4.4 It is recognized that Community Gardens in the City of Vaughan may take the form of the “Common” or “Allotment” style or a combination of the two styles of gardens.

4.5 It is understood that community gardening differs from urban agriculture or other forms of urban food production that involves the harvesting of agricultural and/or animal products for distribution and sale in local or international markets. This Policy does not cover urban agriculture issues.

5. GENERAL

5.1 Community Gardens may produce edible and ornamental plants for the personal use of the garden members or for donation to charitable causes and/or local food banks.

5.2. Community Gardens are to be kept accessible to the general public at all times.

5.3 Community Gardens may have one or more of the following features subject to City approval:

5.3.1. Garden plots and amenities including a source of water.

- 5.3.2. Compost bins, shared tools, sheds for tools and storage.
- 5.3.3. Signage and temporary fencing.

5.4 The City of Vaughan may demonstrate its support for Community Gardens by:

- 5.4.1. Compiling and maintaining an inventory of suitable sites for Community Gardens on City-owned property.
- 5.4.2. Encouraging developers to make available suitable lands for community gardens within planned developments.
- 5.4.3. Encouraging other owners of underutilized, unused, open land (i.e. hydro right of ways) to make available these lands for community gardens.
- 5.4.4. Assisting in the development of a code of conduct and memorandum of understanding for City owned lands.
- 5.4.5. Establishing a small fund for start-up costs.
- 5.4.6. Providing, subject to the availability of staff, equipment, and material, rototilling and transportation of topsoil and mulch as well as water sources if community gardeners are unable to provide this on their own.
- 5.4.7. Supporting the development of a Community Garden network with the common goals of information and knowledge sharing, skill development, community engagement and interaction, and increased awareness of Community Garden programs within the City of Vaughan.

5.5 In general, new Community Garden sites must be:

- 5.5.1. Consistent with the City's overall development plan for the land.
- 5.5.2. Suitable for successful gardening with appropriate sun exposure, soil quality and drainage (site and soil testing may be required prior to garden development).
- 5.5.3. Appropriate for the intended surrounding community.
- 5.5.4. Where possible, in accordance with the principles of universal accessibility design.
- 5.5.5. In close proximity to urban neighbourhoods and areas of high population density.
- 5.5.6. Accessible by public transit and/or have accessible parking facilities.
- 5.5.7. Able to access existing municipally managed water infrastructure. As water is a limited resource, gardeners are encouraged to use water resources sparingly and/or implement a rainwater collection system for irrigation, pending the City's guidance, review and approval.

5.6 Community Gardens are to be operated in a safe and transparent manner and in accordance with the following guidelines:

- 5.6.1. A community consultation process will occur prior to the approval of the Community Garden. Special interest groups and other community members will be identified and notified in writing of the proposal for the new community garden. In addition, notification of a public open house to obtain public comments and input regarding the proposed community garden will be mailed to all residents living within 120 m (394 ft.) of the property boundary where the proposed garden site is located.

5.6.2. In the instance where two or more community garden groups express interest in establishing a community garden on the same plot of land, the City of Vaughan will, where possible, encourage the garden groups to explore partnership and/or amalgamation opportunities. Where partnership and/or amalgamation is not possible/feasible, the City of Vaughan may assign the designated site to the garden group that presents the most detailed, comprehensive and feasible garden description, site plan and community engagement plan.

5.6.3. In the instance where the City receives more community garden requests and/or proposals than the yearly plan and budget can support, the City of Vaughan may assign the available sites to the garden group(s) that presents the most detailed, comprehensive and feasible garden description, site plan and community engagement plan.

5.6.4. Each Community Garden location must elect or designate one person annually to serve as Community Garden Coordinator. This individual will represent all site gardeners and will serve as the main contact person with the City of Vaughan. The selected Community Garden Coordinator must be identified in the application process for new garden sites.

5.6.5. The selected Community Garden Coordinator will agree to abide by and sign a Memorandum of Understanding/Garden Agreement with the City of Vaughan, which will be valid for the period of one year (Appendix 2).

5.6.6. Each gardener participating at the site will agree to abide by and sign the Community Garden Rules/Gardener License Agreement, which will be valid for the period of one year (Appendix 1).

5.6.7. Where the Community Garden is operated and/or tended by individual volunteers, each volunteer will be required to sign the City of Vaughan's Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (Appendix 3).

5.6.8. Where the Community Garden is operated and/or tended by an incorporated garden group or other incorporated entity, the group will be required to provide a Certificate of Insurance naming the City of Vaughan as an additional insured in the amount of no less than CAD\$2 million. Coverage should include Motor Vehicle Liability and Comprehensive General Liability each in the respective amount.

5.6.9. The Community Garden group will draft and submit to the City of Vaughan for review, a plan for community engagement and involvement in the garden activities.

5.6.10. The Community Garden group will draft and submit to the City of Vaughan for review, a detailed description and/or site plan outlining the proposed layout of the garden.

5.6.11. The City of Vaughan reserves the right to reject or deny a site plan for any reason at its sole discretion.

5.6.12. Site enhancements or modifications to the original site plan, including the installation of any permanent structures, will require prior review and approval by the City of Vaughan.

5.6.13. All instances of theft, vandalism or site disruption must be reported to the City of Vaughan immediately.

5.6.14. Any garden member who feels rules governing the garden have been violated is to provide a written complaint to the Community Garden Coordinator and the City of Vaughan.

5.6.15. In instances where there is a dispute regarding the garden operation and/or maintenance or the participation and/or conduct of a garden member in either a “Common” or an “Allotment” Community Garden, the Community Garden Coordinator will act as the initial arbitrator for dispute resolution. In instances where the Community Garden Coordinator is unable to address the dispute, the issue may be brought forward to the City of Vaughan. City staff will provide support and guidance, where feasible, on a case by case basis as needed.

5.6.16. City staff may conduct the regular inspection of garden areas. If any contravention of rules is found, the Community Garden Coordinator will be notified, and it may result in the cancellation of the gardener’s privileges.

5.7 The garden will be developed and maintained at no cost to the City of Vaughan.

5.7.1. Except that prior to the first season, the City may, at its cost, prepare the site for planting by removing undesired vegetation, leveling the land, adding in compost or mulch etc. as needed.

5.7.2. Community Garden groups are responsible for all expenses associated with the sustained operation and maintenance of the Community Garden site. The City of Vaughan encourages Community Garden groups to seek additional funding sources as needed. Permitted funding methods include user/participant fees and community fundraising efforts conducted in accordance with all applicable permits and/or licenses. Gardeners are not permitted to sell garden produce or engage in for-profit business practices.

5.8 The City of Vaughan reserves the right to request basic information pertaining to the operation, maintenance and/or harvest of the Community Garden, and the membership participation and/or conduct of garden members for program development, monitoring and evaluation.

5.8.1. Each gardener’s contact information will be provided to their Garden Coordinator and the City of Vaughan.

6. RESPONSIBILITY OF CITY DEPARTMENTS

A number of departments have a role to play in facilitating community gardens with the Parks & Forestry Department and the Environmental Sustainability Office at the forefront of this initiative. The Environmental Sustainability Office will assist with community garden start-ups and carry out other associated administrative tasks.

7. RISK MANAGEMENT

The City of Vaughan is not responsible for the loss, damage, injury or any other type of incident or claim arising from the creation, operations, products or site of the community garden. The City of Vaughan has the authority to stop any activities deemed unsafe.

8. CONTINUAL IMPROVEMENT

The City of Vaughan is committed to a process of continuous improvement through regular annual review of this policy, its scope and implementation processes.

APPENDIX 1: Community Garden Rules/Gardener License Agreement

DEFINITIONS:

“Owner” defined as The Corporation of the City of Vaughan

“Animals” defined as any animal kept as a pet

“Plot” defined as the sections of the collaborative garden including raised beds and exhibit gardens, designated for planting

“Gardener” and/or “Plot User” defined as person(s) assigned to a plot within the designated area. Responsible for the planting and maintenance of the assigned plot and bound by the terms of this license agreement.

TERM:

Participation in this Community Garden agreement will be annual, from June 1 to November 2, and the agreement will end.

RULES:

I understand that the City of Vaughan is hereby granting permission at its sole discretion for me to use the designated plots at [name of community garden] on a non-exclusive basis and for the sole purpose of community and/or allotment gardening, from June 1 to November 2 annually for a [X] year period, unless extended on mutual agreement. I agree to abide by the City's applicable policies and practices.

I will abide by all City of Vaughan Bylaws and Provincial regulations.

In accordance with the Pesticide Free Bylaw, Parks Bylaw, and Noxious Weed Act, I agree not to use fertilizers, insecticides or weed repellents.

I understand that each community garden location must elect or designate one person annually to serve as Community Garden Coordinator and that this individual will represent all site gardeners and will serve as the main contact person with the City of Vaughan.

I agree that the designated Community Garden Coordinator will represent me vis-à-vis the City of Vaughan.

I will begin planting by June 1st and provide continued maintenance of my plot, and plant materials within my plot, for the duration of the period June 1 to November 2.

I will be responsible for the maintenance and upkeep of my garden plot including: watering, weeding, harvesting, removal of fallen or rotten produce on a weekly basis, litter removal and any other garden related maintenance from June 1 to November 2 and will help to “close the garden”. I understand gardeners may arrange for other gardeners to water their plots.

If I must withdraw from maintaining my plot and participating in the garden for any reason, I will notify the garden coordinator.

I will not plant any illegal plants. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs.

I understand that children under the age of 16 are allowed in the garden; however, they must be accompanied and supervised by an adult at all times.

I understand that I am responsible for supervising those individuals I may bring to the garden including other adults, youths and children.

I understand that animals, i.e., dog, cats, other pets are not are not permitted in the garden and all pets outside of the garden and surrounding area are to be kept on a leash.

I will not take food or plants from other gardeners' plots unless given express permission by the other gardener. I will not take anything from the garden that is not rightfully mine.

I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.

I understand that loud music is prohibited and that I must respect the neighbours of the garden area.

I agree not to cause a nuisance, disturbance or to interfere with the quiet enjoyment of other gardeners.

I will keep the garden plot weeded on a weekly basis and will work to maintain the areas immediately surrounding my plot (edges, walkways and paths).

I understand that edges, walkways and paths are to be kept clear of obstacles and that any tools and personal property must not be left on the site overnight.

I understand that the use and storage of hazardous substances at the garden site is prohibited.

I understand that camp fires, candles, gas and/or open flame lanterns or torches are prohibited on the garden site.

If my plot becomes unkempt, I understand I will be given one (1) weeks' notice to clean it up. At that time, it will be re-assigned to another gardener or tilled in.

I will keep trash and litter out of the plot, as well as from adjacent edges, walkways, paths and fences. I will dispose my trash properly, in appropriate garbage cans and/or receptacles if available. If appropriate receptacles are not available, I will take my trash back home to dispose of properly.

I will plant tall crops where they will not shade neighbouring plots.

I understand that each garden user must apply each year for a plot. The number of plots per gardener may be limited according to demand.

If I have a surplus of vegetables or fruits or other harvest, I will notify the garden coordinator and will work to donate the surplus harvest to a charitable cause and/or community members in need.

I will utilize the designated parking lots and not drive motorized vehicles into the garden area.

I understand that the community garden will close nightly at 11pm and that overnight activities are strictly prohibited.

INDEMNITY:

I _____ shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action loss, costs or damages that the City of Vaughan may suffer, incur or be liable for, resulting from the performance of this agreement, be it by me or any of my guests.

I understand that contravention of any rules, terms, conditions, Bylaws and legislation is cause for exclusion from the garden and loss of the plot and possible liability on my part.

EXCLUSIVE ACTION PROCEDURE:

Should the rules of this agreement be breached the following procedure will follow:

1. You will receive one (1) verbal warning from the garden coordinator.
2. If no response or correction has been made, you will receive written notice one (1) week later.
3. In another one (1) week, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one (1) year, and only at the discretion of the garden coordinator and property owner.

I _____, have read and understand this license agreement and accept these rules, terms, and conditions stated above for the participation in the community garden. I understand that the Owner has the right to create new rules if a situation warrants.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
City of Vaughan Representative

APPENDIX 2: Memorandum of Understanding/Garden Agreement

[Date]

[Attention]

Re: **[Community Garden]**
Memorandum of Understanding and Garden Agreement

Dear Community Garden User:

This is a Memorandum of Understanding between [name of community garden], Garden Coordinator and the City of Vaughan and constitutes a garden agreement regarding the future planting of [name of community garden] to be located at [address].

City of Vaughan's Annual Responsibilities

- Supply and preparation of planting area
- Supply of rain barrels and/or water source
- Supply of temporary fencing (if applicable)
- Maintenance of surrounding trees related to pruning and fertilizing (if applicable)
- Assist the Garden Coordinator with the communication and promotion of garden events and initiatives, as appropriate
- Assist the Garden Coordinator, where feasible and when necessary, with any disciplinary actions should any rules of the Gardener License Agreement be breached

Garden Coordinator's Responsibility

- Comply with all City of Vaughan Bylaws and Provincial regulations and maintain a high level of respect for the City property
- Maintain regular contact with the City of Vaughan representative
- Maintain a "waiting list" for those interested in participating in the garden activities
- Submit a detailed description of the proposed layout of the garden and community engagement plans
- Planting of annuals (i.e. vegetables, herbs and flowers)
- On-going bed maintenance including: weeding, watering, litter pick-up, removal of fallen or rotten produce on a weekly basis.
- Ensure Gardeners are following the Community Garden Rules/Gardener License Agreement, including harvesting when required. Failure to comply with Garden Rules will forfeit that individual's space which will be given to the next person on the waiting list.

Date: _____

[name]

Community Garden Coordinator

Date: _____

[name]

[City of Vaughan Representative]

Cc. [additional City of Vaughan staff as needed]

APPENDIX 3: Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Read carefully. By signing this document you will waive certain legal rights, including the right to sue.

Name: _____

Address: _____ City / Province: _____ Postal Code: _____

Home Tel. No: () _____ Bus. No: () _____ Cell No: () _____

Email Address: _____

Birth Date (yy/mm/dd) _____ Age: _____ Sex: Male Female _____

To: The Corporation of the City of Vaughan, and its respective elected officials, directors, officers, employees, agents, independent contractors, sub-contractors, representatives, successors and assigns (hereinafter collectively referred to as the "Releasees"):

I, _____ freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation as a volunteer in _____.

Release of Liability, Waiver of Claims & Indemnity Agreement

In consideration of the releasees permitting me to participate as a volunteer with _____ and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **To waive any and all claims** that I have or may have in the future against **the Releasees** and **to release the Releasees** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my involvement in the above noted program or event DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.O. 1990, C.O.2, AS AMENDED, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in _____.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of _____ other than what is set forth in this Agreement.

<p>I am aware that participating as a volunteer with _____ I am not provided with any disability, accident or medical insurance or compensation and that I am not covered by The Workplace Safety & Insurance Act, 1997, S.O. 1997c. 16, Schedule A, as amended, should I become injured while participating as a volunteer.</p>	<p>_____</p> <p>Initial</p>
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I confirm that I have read and understood this agreement prior to signing it, and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Signed this _____ day of _____ 201_____.

*Signature of Parent/Guardian (for children under 18 years of age): _____
 *Signatures of all parents / guardians are required for this release

Signature of Volunteer: _____ Print Name Clearly: _____

Signature of Witness: _____ Print Name Clearly: _____

Personal information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001 c.25, as amended and will be used for the purpose of confirming the release of liability, waiver of claims and indemnity agreement. Questions about this collection should be directed to the Environmental Sustainability Office, City of Vaughan, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1, 905-832-8585.