

COMMITTEE OF THE WHOLE – MARCH 25, 2014

COMMUNITY GARDEN POLICY

Recommendation

The Commissioner of Strategic and Corporate Services in consultation with the Commissioner of Legal Services, Director of Legal Services, Manager of Environmental Sustainability and the Parks Service Manager recommend:

1. That the City of Vaughan adopt the preliminary Community Garden Policy;
2. That staff identify one (1) community garden for the 2014 growing season to assess the effectiveness of the attached Community Garden guidelines, procedures and policy;
3. That the Environmental Sustainability Office report back to a future Committee of the Whole meeting with findings from the 2014 Community Garden policy assessment.

Contribution to Sustainability

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. Research has shown that gardens within a community and other community greening activities contribute to community development.

This report is consistent with the priorities previously set by Council in the *Green Directions Vaughan*, Community Sustainability Environmental Master Plan:

- Goal 5, Objective 5.2: To continue the City's role in advocacy and information sharing on environmental issues; and
- Goal 5, Objective 5.1: To share sustainable best practices and ideas between and among municipal staff and the community.

Economic Impact

The establishment of a network of community gardens translates directly into tangible economic benefits such as lower food costs for the gardeners and increased sales for local businesses. Community gardens allow for a greater availability of local, nutritious food which can serve to reduce transportation-related food costs. In addition, the expansion of a network of community gardens can serve to increase the local business activity of suppliers to the gardens (plant nurseries, home, hardware and garden suppliers).

The City of Vaughan is currently involved in three community garden initiatives located at Baker Sugarbush Heritage Park, Michael Cranny House and Vaughan Fire Hall #7-1. To date, budget impacts of the Sugarbush and Michael Cranny House gardens have included the initial and annual site preparation. As both gardens are located adjacent to city-owned buildings, the installation of exterior water taps was a minimal cost. Temporary fencing has also been installed at the Sugarbush Garden. Total annual costs, including staff hours for oversight, are being absorbed through the Parks & Forestry Operations operating budget and are estimated to be approximately \$3,500 per year.

In 2011, the City of Vaughan provided the Growing to Give Garden at Vaughan Fire Hall #7-1 with \$1,500 in cash funding support as well as in-kind contributions of soil testing, tilling of the garden, mulch and compost materials, water access and staff support. Following this initial financial support Seeds for Change, the organization partnering with the City of Vaughan on the Growing to Give garden, received support from third parties such as local businesses, community groups and members of the general public. With the exception of the in-kind support, including

water access from Fire Hall #7-1 to irrigate the garden, the Growing to Give project has become self-sufficient.

In support of the City of Vaughan's existing community gardens, Parks Operations has dedicated approximately 98 staff hours (4 staff working 3.5 days) for initial garden set-up and installation, and 70 staff hours (up to 2 staff working 2 days in the Spring, 1 day mid-season and 2 days in the Autumn) for annual maintenance, per garden.

With this past experience, it is anticipated that Parks Operations can continue to accommodate a similar commitment in terms of staff hours to prepare and maintain community gardens in 2014. Efforts will be made to ensure that the respective resource needs of each community garden be kept to a minimum. Additionally, efforts will also be made to leverage existing staff time to administer the community garden program, and to utilize student interns and other resources to increase the number of gardens in 2014. We will continue to leverage our experience of using strategic site selection, creative site design, and volunteer garden coordinators to establish an inventory of potential, preferred community garden locations. Should it be determined that additional resources are required to address future demand for community gardens beyond 2014, the Environmental Sustainability Office will work in conjunction with Parks Operations to develop the necessary documentation for the 2015 budget cycle.

As the community garden program evolves and grows, increased staff support and staffing resources may need to be considered and evaluated based on program size and success. Based on our own experience and consistent with other municipalities, the future program costs can range from \$11,500 to \$25,000. The former being the figure for strategically located sites with expenditures for community consultation (\$3,500), garden start-up costs including soil testing, site preparation, rototilling, placement of a water source (\$3,500), garden promotion (\$500) and program oversight/administration (\$4,000) with maintenance provided by the gardeners themselves. The \$25,000 figure is more realistic for community garden locations lacking any of the basic amenities such as: fencing, a storage area/shed and a source of potable water. These minimal requirements must be taken into consideration when establishing community gardens. The overall suitability of the site is critical to these considerations. A green field site for example, far from a water source and requiring the installation of other amenities could require an initial investment of up to \$25,000. This investment would provide the required water infrastructure (up to \$12,000 for a new, self-draining yard hydrant with backflow preventer, chamber and meter), fencing (up to \$3,000 depending on site requirements), a storage facility or shed (up to \$2,500), soil testing and the provision of top soil, mulch, compost and other amenities (up to \$1,500) and more substantial staff support for oversight, maintenance and administration (up to \$6,000).

Communications Plan

The Environmental Sustainability Office will work directly with Corporate Communications staff on a news release announcing the Community Garden Policy and its key aspects, and the timing and content of any broader messaging for the community. The Environmental Sustainability area of the City of Vaughan's website will highlight the Community Garden Policy and community engagement opportunities. The Environmental Sustainability Office will continue to disseminate the Community Garden Policy to existing networks within the community with an interest in this area.

This is consistent with Goal 5 of *Green Directions Vaughan* "To be leaders in advocacy and education on sustainability issues" where "Vaughan is committed to sharing its successes with the community".

Purpose

The purpose of this report is to seek Committee approval of the preliminary Community Garden Policy and of the City's facilitation of one (1) additional community garden for the 2014 growing season, to assess the effectiveness of the Community Garden guidelines, procedures and policy.

Background - Analysis and Options

Benefits of Community Gardens

According to the American Journal of Public Health, "community gardens build and nurture community capacity, which is defined as the sum total of commitment, resources, and skills that a community can mobilize and deploy to address community problems and strengthen community assets and strong community capacity increases the effectiveness and quality of community health interventions" (American Journal of Public Health, 2003).

Community gardens encourage community building and enhanced levels of civic engagement and community vitality. These gardens provide a livable environment by controlling physical factors such as temperature, noise and pollution while protecting and promoting biodiversity; they help create a community image that is perceived as positive by both residents and outsiders; they create opportunities to improve communities by encouraging physical activity and healthy living, the cultivation of local, healthy, and affordable food, and increased environmental awareness. Neighbourhoods containing community gardens will be more attractive places to live and work as community engagement and connectivity grows. In addition, regular garden users also provide an additional level of security and monitoring of the spaces where community gardens are located. This promotes one of the key CPTED (Crime Prevention Through Environmental Design) principles and contributes to a safer community.

Public Demand for Community Gardens in other Canadian Municipalities

Several municipalities including Barrie, Calgary, Guelph, Halifax, Hamilton, Kingston, London, Markham, Mississauga, Peterborough, Oshawa, Ottawa, Toronto, Vancouver, and Windsor have established community garden policies and programs.

Interest in and demand for community gardens in Canadian municipalities has been developing progressively over the last decade. Seeking to evaluate the community demand for and support of community gardens in other jurisdictions, the Environmental Sustainability Office conducted research into the community garden programs of other municipalities across Canada. A comparative review was conducted of the formalized community garden policies of 18 Canadian jurisdictions. The Environmental Sustainability Office also inquired individually into the community garden programs of 10 municipalities of comparable population size to the City of Vaughan. Detailed responses were received from seven municipalities.

The majority of responding municipalities reported that their community garden programs were created primarily in response to growing community demand for gardens. The community garden programs in all of the responding municipalities included garden sites on both municipally-managed properties as well as on privately-owned lands. Total number of garden sites (on both municipal and private lands) in these municipalities ranged from 7 to 60 sites. Many of these municipalities reported several hundred active gardeners participating in their community garden programs. Frequently located in high density areas, several of the garden sites within these municipalities were identified as having a greater community demand for garden plots than were available at the existing garden sites.

Public Demand for Community Gardens in Vaughan

Recognizing the need to assess demand for community gardens in the City of Vaughan, the Environmental Sustainability Office hosted an online Community Garden Survey for the period of one month. The survey was promoted online through the Community Garden webpage on vaughan.ca/environment, Twitter and Facebook. Additionally, it was also sent out to 12 community partner and stakeholder groups; to the City's existing community gardeners; to citizens through Councillor newsletters; to City staff through the use of Jostle; and to Vaughan-based businesses through the Vaughan Chamber of Commerce e-Bulletin. A total of 50 responses were received and of those 50 respondents, 88% identified themselves as either living

or working in the City of Vaughan. Approximately 50% of all respondents were already aware of the City of Vaughan's existing community gardens. 35 out of 50, or 70% of respondents expressed a further interest in participating in a community garden within the City of Vaughan. When asked if they felt there should be an increased number of community gardens in the City of Vaughan, 35 respondents said 'yes', 0 respondents said 'no' and 15 respondents did not provide an answer. When probed on where potential future gardens should be located, strong support was shown for locating future garden sites near community centres, libraries and retirement homes, and in high density areas near condominiums and apartment buildings. Additional detail was gathered through the Community Garden Survey, including detail on preferred garden types, motivations and barriers to participating in a community garden and basic demographic information. This data will be referenced and leveraged in the future development of Vaughan's Community Garden program.

Existing Community Gardens in Vaughan

Currently in the City of Vaughan, the Parks & Forestry Operations Department supports community garden projects located at Baker Sugarbush Heritage Park and Michael Cranny House. The Sugarbush Community Garden began as a pilot project in 2010, while the Michael Cranny House Community Garden was established in 2012.

In addition, the City of Vaughan has been participating in a two-year community garden pilot project at Vaughan Fire Hall #7-1. This Growing to Give garden project is a partnership between the City's Parks & Forestry Operations Department, Environmental Sustainability Office, Vaughan Fire & Rescue Services, Seeds For Change and the York Region Food Network. The main objectives of the pilot were to provide a model for how a community garden could be successful in the City of Vaughan; provide healthy food to members of the community who may not otherwise have access; and raise awareness about reducing greenhouse gas emissions from food transportation. The Growing to Give garden was officially opened on June 1st, 2011 and continued with its third summer in operation in 2013. The Growing to Give garden now has 30 active volunteers, ranging from seniors to youth, who maintain 17 plots while continuing to donate fresh produce to community members in need. The 2013 harvest produced approximately 100 kilograms of organic produce. In addition, the garden has hosted several successful community educational workshops over its three-year operation. A series of Toronto Star articles over Q3/2013 has resulted in excellent exposure highlighting the social and environmental benefits achieved by the Growing to Give garden.

Analysis and Options

Future Program Development

Given that the demand for community gardens in Vaughan has been from seniors in predominantly high density neighborhoods, an effort will be made target these areas for future community garden development initially. The Community Garden Policy provides guidance for establishing community gardens on City of Vaughan lands but efforts will be made to encourage other stakeholders such as developers and other open space landowners to establish community gardens as well. The City of Vaughan can play the role of facilitator to encourage these other landowners to establish community gardens where demand has been confirmed.

In adopting this formalized preliminary Community Garden Policy, the City of Vaughan would be providing guidance to community groups wishing to establish community gardens within the City. The Policy includes information about the roles and responsibilities of various City departments in the development of community gardens, allocation of in-kind services if applicable, and maintenance guidelines. The Environmental Sustainability Office would provide program oversight and administrative support. These responsibilities would be incorporated into the existing roles of staff thereby exercising cost-efficiency. Additionally, the Environmental Sustainability Office would liaise with the community volunteer garden coordinators as they conduct the required day-to-day garden management activities. Subject to the availability of staff,

equipment and material, the Parks & Forestry Operations Department would provide initial operational and maintenance support for garden sites. These responsibilities would also be seamlessly integrated into existing staff roles so as to maintain negligible additional costs to the City.

In the context of Vaughan municipal service offerings, community gardens would be considered a premium, community building program that is slowly evolving into a standard, desirable program as it is being more frequently requested and provided by most urban GTA municipalities. Similar to other premium service offerings that strive to reduce financial impact, the community garden initiative would be structured to engage community groups in day-to-day management activities, leverage resources, integrate full cost recovery components where possible as well as be situated and maintained at negligible costs to the City. Experience from the 2014 gardening season will help define the rationale for full cost recovery and further enhance the preliminary Community Garden Policy.

It is anticipated however that as a community garden develops it will become increasingly self-sustaining and therefore will require a lessened financial and in-kind investment from the City of Vaughan.

Relationship to Vaughan Vision 2020/Strategic Plan

This report is consistent with Vaughan Vision 20/20 and the priorities previously set by Council. In addition it supports the City's goal of providing service excellence to its citizens and the strategic objective to lead and promote environmental sustainability.

Regional Implications

The benefits of local food growth and local food distribution are components of York Region's "SM4RT LIVING" Integrated Solid Waste Management Master Plan.

In November of 2013, a joint presentation was made to the Priorities and Key Initiatives Committee from York Region and City staff, outlining the Region's "SM4RT LIVING" Integrated Solid Waste Management Master Plan (ISWMMP). The Master Plan is designed to provide a framework for managing solid waste over the next 40 years, and its creation involved input and guidance from all of the local area municipal staff.

One of the key strategies identified in the ISWMMP was reducing food waste, including pilot projects that link the benefits of local food production and local food distribution, to overall waste reduction. One of the initiatives that Vaughan supported in the Plan, was encouraging community gardens, and supporting composting pilots at community gardens. The recommendations contained in this report, and in the draft policy, are in line with the goals outlined in the ISWMMP.

In addition, as community gardens and issues of food sustainability become more prominent, the City of Vaughan's community garden program will become part of a larger network of community-led gardening initiatives. This has the potential to positively impact the economic, social, environmental, and food sustainability of the region.

Conclusion

Establishing the framework for a larger community garden network, a formalized preliminary Community Garden Policy will help to demonstrate the City of Vaughan's ongoing commitment to sustainability. Results from this initiative would include tangible economic and social benefits, such as greater availability of nutritious food, increased business activity of suppliers to the gardens and greater community engagement and interaction. An established policy will better position the City of Vaughan to encourage and manage future community garden initiatives.

Attachments

1. Community Garden Policy

Report prepared by:

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Respectfully submitted,

Joseph Pittari
Commissioner Strategic and Corporate Services

**City of Vaughan
Policy Manual**

SECTION:	POLICY NO:
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DEPARTMENT:	SUBJECT: Community Gardens
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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.

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.	_____ Initial
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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.