

THE CORPORATION OF THE CITY OF VAUGHAN

CORPORATE POLICY

POLICY TITLE: COMMUNITY GARDEN

POLICY NO.: 18.C.01

Section:	Recreation		
Effective Date:	March 10, 2021	Date of Last Review:	April 8, 2014
Approval Authority: Council	Policy Owner: DCM, Planning & Growth Management		

POLICY STATEMENT

The City of Vaughan (hereinafter referred to as the “City”) recognizes that the principles of sustainability should be incorporated into our daily activities and that Community Gardens positively contribute to environmental, social and economic sustainability and overall community development.

PURPOSE

This Policy provides guidelines for the successful operation of Community Gardens on City-owned land, by:

1. Providing a framework for the establishment of sustainable and successful Community Gardens within the City, which will nurture a more integrated urban community and increase civic engagement through volunteering and collaboration.
2. Encouraging a community culture that recognizes and places a priority on sustainability and acknowledges Indigenous traditional and treaty land rights within Vaughan through plantings, education and partnerships.
3. Promoting the cultivation of local, healthy and affordable food within the community and providing healthy food to members of the community.
4. Raising awareness within the community of collective actions that can help to reduce greenhouse gas emissions from food transportation.
5. Improving vegetation cover within the community that will build healthy soil and organic matter to sequester carbon, thereby offsetting a portion of community greenhouse gas emissions while working to improve air quality.

POLICY TITLE: COMMUNITY GARDEN

POLICY NO.: 18.C.01

SCOPE

This Policy applies to all Community Gardens located on City-owned land or other public lands in which the City has entered into an agreement with the property owner(s) to utilize a parcel for a Community Garden.

This Policy does not cover urban agriculture issues.

LEGISLATIVE REQUIREMENTS

There are no legislative requirements, however Section 11(2) of the *Municipal Act, 2001* recognizes the ability of lower-tier municipalities to promote, among other matters:

- Economic, social and environmental well-being of the municipality, including respecting climate change.

DEFINITIONS

- 1. Allotment Community Garden:** Garden where designated plots are made available for individual or organizational use.
- 2. Collective Community Garden:** Garden that is managed and gardened collectively by a group of people.
- 3. Community Gardens:** Outdoor spaces on designated, underutilized municipal land where City residents and employees of Vaughan-based businesses, organizations and other agencies can meet to grow and care for fruits, vegetables, herbs, flowers, native and/or ornamental plants.
- 4. Community Garden Coordinator:** Person, organization or agency assigned to oversee the garden operations, manage Gardeners, prepare garden plans and maintain regular contact with the City.
- 5. Community Group Plot:** Garden plot(s) reserved for shared gardening by schools, community groups or organizations or other community members for the purposes of individual consumption, social/environmental stewardship or education.
- 6. Distribution Partner:** School, organization, association, agency or other appropriately insured entity that enters into an agreement with the City for the purpose of gardening and distribution/donation of food or strictly for the distribution/donation of food from Community Gardens.

POLICY TITLE: COMMUNITY GARDEN

POLICY NO.: 18.C.01

7. **Gardener:** Person(s) whom have been approved by the City to participate in a Collective Community Garden and assigned a plot in an Allotment Community Garden.
8. **Organizational Partner:** Organization, association, agency or other appropriately insured entity that administers the Community Garden program on behalf of the City. An Organizational Partner may also act as a Community Garden Coordinator and/or Donation Partner.

POLICY

Community Gardens on public lands (i.e. owned by the Toronto and Region Conservation Authority) require approval from the property owner(s) and an appropriate agreement in order to implement this Policy.

Amendments to Appendices 1A (Allotment Gardener License Agreement), 1B (Collective Gardener License Agreement), 2 (Community Garden Coordinator Memorandum of Understanding) and 3 (Waiver of Liability), and any other applicable agreement, to this Policy shall be made by City staff without Council approval.

1. Community Garden Overview

1.1. Community Gardens may be operated as:

- 1.1.1. Allotment Community Gardens;
- 1.1.2. Collective Community Gardens; or,
- 1.1.3. A combination of the two styles.

1.2. Gardens will be administered by the City or an Organizational Partner and will require consistent and adequate funding. These gardens must have a minimum of one dedicated Community Group Plot.

1.3. Community gardening differs from commercial agriculture or other forms of urban food production as community gardening does not involve the harvesting of agricultural and/or animal products for distribution and sale in local or international markets. The goal of community gardening is to produce plants and/or food for the personal use and consumption of the Gardeners or for donation to charitable cause(s) and/or community members. Donation or distribution of food will be carried out by means of a Distribution Partner.

1.4. The City may demonstrate its support for Community Gardens by:

- 1.4.1. Compiling and maintaining an inventory of suitable sites for Community Gardens on City-owned property.

- 1.4.2. Encouraging developers to make available suitable lands for Community Gardens within planned developments.
- 1.4.3. Encouraging other landowners of underutilized, unused, or open parcels (i.e. hydro right of ways) to make available these parcels for Community Gardens.
- 1.4.4. Assisting in the development of a code of conduct and memorandum of understanding for Community Gardens.
- 1.4.5. Establishing a small fund for start-up costs, when approved through the City's budget process.
- 1.4.6. 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.
- 1.4.7. Supporting the development of a Community Garden network with the common goal(s) of information and knowledge sharing, skill development, community engagement and interaction, and increased awareness of Community Garden programs within the City.

2. Community Garden Setup

- 2.1. Gardeners must be residents of the City of Vaughan, unless otherwise determined by the City in particular cases.
- 2.2. A community consultation process will occur prior to the approval of a new Community Garden. Special interest groups and other community members will be identified and notified in writing of the proposal for the new Community Garden.
- 2.3. Where there are more Community Garden requests and/or proposals than the yearly plan and budget can support, or where two or more community or special interest groups express interest in establishing a Community Garden on the same plot of land, and partnership and/or amalgamation is not possible/feasible, the City or Organizational Partner may assign the designated site to the group that presents the most detailed, comprehensive and feasible garden description, layout and community engagement plan.

3. Roles and Responsibilities

- 3.1. All parties will be required to sign appropriate documentation, as set out in the attached Appendices.
- 3.2. Community Garden Coordinator

Represent all site Gardeners. Serve as main contact person for the Garden. Community Garden groups must identify the proposed Community Garden

POLICY TITLE: COMMUNITY GARDEN

POLICY NO.: 18.C.01

Coordinator in their application. Initial arbitrator for dispute resolution. Assign plots to Gardeners, if applicable, and provide orientation at start of season. Provide intake of documentation from each Gardener and distribute garden keys. Provide detailed description of the proposed layout of the garden and any suggested modifications to the City. Develop communications and engagement plan for Community Garden.

3.3. Distribution Partner

Manage donation and distribution of food where applicable. Enter into any required agreements with the City or Gardener groups.

3.4. Organizational Partner

Oversee administration of Community Garden program including daily operations. Provide funding, where applicable, for start-up costs or regular operation of Community Gardens. Conduct inspections of Community Gardens.

4. Community Garden Fees and Expenses

4.1. Where approved through the City's budget process or through in-kind contribution, the City may support ongoing maintenance and operation of the Community Garden.

4.2. The individual garden plots in an Allotment Community Garden may be made available to Gardeners annually in exchange for a structured fee that considers equitable access and opportunity for all community members. This fee will be designated for continual improvement initiatives related to community gardening.

4.3. Community Garden groups/Gardeners will be responsible for all expenses associated with the sustained operation and maintenance of the Community Garden. The City will encourage Community Garden groups to seek additional funding sources as needed. Permitted funding methods include community fundraising efforts conducted in accordance with all applicable permits and/or licenses and the City's Corporate Partnership Policy. Gardeners will not be permitted to sell garden produce or engage in for-profit business practices.

5. Responsibility of City Departments

5.1. Policy Planning & Environmental Sustainability

POLICY TITLE: COMMUNITY GARDEN

POLICY NO.: 18.C.01

Point of contact with Community Garden groups, assisting with community garden start-up and carrying out associated administrative tasks.

5.2. Parks, Forestry & Horticulture Operations

Responsible for opening and closing operations, such as tilling and preparing the sites, and general grounds maintenance surrounding the garden site. Parks, Forestry and Horticulture may assist with installing or repairing infrastructure such as fences.

5.3. Facility Management

Responsible for turning on the water source at the beginning of the season and winterizing the water source at the end of the season. Facility Management may also assist with installing sources of water.

5.4. Corporate & Strategic Communications

Will handle promotion and marketing of the Community Garden program.

5.5. Municipal Partnership Office within the Economic & Cultural Development Department

May assist with identifying and/or securing alternative sources of revenue in cash or in-kind for the Community Garden program, through corporate sponsorship or grant opportunities that will go toward garden start-up costs, enhancement of existing gardens or to offset operational costs.

ADMINISTRATION

Administered by the Office of the City Clerk.

Review Schedule:	3 Years If other, specify here	Next Review Date:	March 10, 2024
Related Policy(ies):			
Related By-Law(s):			
Procedural Document:	PRC.24 – Community Garden		

POLICY TITLE: COMMUNITY GARDEN

POLICY NO.: 18.C.01

Revision History	
Date:	Description:
Click or tap to enter a date.	
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THE CORPORATION OF THE CITY OF VAUGHAN

PROCEDURE APPENDIX

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

APPENDIX

Community Garden Rules/Allotment Gardener License Agreement

1. DEFINITIONS:

“Plot” defined as an individual section of the garden including raised beds and exhibit gardens, designated for planting.

“Allotment Gardener” defined as person(s) assigned to a Plot within the designated area. Responsible for the planting and maintenance of the assigned Plot.

“Community Garden Coordinator” defined as a person, organization or agency assigned to oversee the garden operations, manage Gardeners, prepare garden plans and maintain regular contact with the City.

2. TERM:

The period of public participation in City of Vaughan community gardens is seasonal, from May 1 to November 30 every year. This period is subject to opening and closing operations conducted by City Public Works staff. The City reserves the right to adjust this period as necessary. Notice will be given to all Allotment Gardeners from the City’s Sustainability Coordinator or the Community Garden Coordinator outlining any such changes.

This License Agreement becomes effective upon the date set out below and ends on November 30 of the same year or upon such earlier termination date as may apply.

3. GARDEN RULES:

COVID-19 has changed how community gardens will operate in 2021. COVID-19 is a public health crisis, and the health and safety of the Gardeners and the community is the City of Vaughan’s top priority. As such, the City of Vaughan has a zero-tolerance policy this year. If anyone puts the health and safety of others at risk by not abiding by the rules outlined below, the Gardener will lose their privilege to participate in the community garden. If you choose not to garden in the 2021 season due to the risk of COVID-19, you are welcome to participate in 2022.

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

The _____ (garden name) Community Garden is a community space. As a member of the community, we ask that you follow these guidelines at the garden:

COVID-19 GUIDELINES

- i. I understand if there is a contradiction between the following COVID-19 guidelines and any other section of this Agreement, including the Regular Garden Guidelines, the COVID-19 Guidelines will apply.
- ii. I agree that if I am displaying symptoms of COVID-19 or I have come into contact with someone who has shown symptoms, I will not come to the garden. In addition, I understand anyone who is exhibiting symptoms of COVID-19 or has been exposed to the virus must stay at home for 14 days.
- iii. I will plan to be at the garden as little as possible and not to loiter in the garden. I understand that community gardens are only permitted to open this year because they are recognized as an essential food service.
- iv. I agree to maintain a physical distance of 2 metres (6 feet or more) from all Gardeners, always. I understand this does not apply if I am gardening with members of my household who are registered Gardeners.
- v. I understand the community garden is closed to the public and is only open for registered Gardeners. Accordingly, I:
 - a. Understand I cannot bring friends, extended family members, neighbours and other non-registered gardeners into the garden with me.
 - b. Understand children should only be brought to the garden on an as-needed basis. Children cannot be brought to the garden if they are too young to understand physical distancing and hygiene practices in the garden (unless they can be kept in a stroller or are carried in an on-body support).
 - c. Agree to be responsible for any child I bring to the garden. I will make sure they follow the COVID-19 guidelines and I agree to sanitize any tools they touch.
- vi. I understand that workshops, training sessions and events are prohibited to take place at the garden this year.
- vii. I understand that I am encouraged to wear a face mask and gardening gloves while in the garden. In addition, I agree to not share my face mask and gardening gloves with anyone else and will launder my masks and gloves after each use.
- viii. I agree to bring my own tools to use in the garden this year. Should that not be possible, I understand that a limited number of tools will be available, and I agree

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

to disinfect the shared tools before and after using them. I understand that a disinfectant spray and paper towel will be available in the shed.

- ix. I agree to disinfect any common areas of the garden that I touch, including the lock and handle of the shed or storage box, other handles, pens, water tap, hose and tools. I understand sanitizing towelettes will be made available.
- x. I agree to sanitize my hands when I arrive at the garden and before I leave the garden. I understand that hand sanitizer will be made available.
- xi. I agree to sign-in and sign-out every time I go to the garden. Accordingly, I:
 - a. Understand that if a COVID-19 outbreak happens at the garden, the City of Vaughan and the Garden Coordinator need to be able to quickly identify who is most at risk.
 - b. Understand the sign-in and sign-out form will be available in the [Community Garden Coordinator to enter].
- xii. I understand that Gardeners will not be scheduled to attend the garden on a certain day/time. Accordingly, I:
 - a. Understand that this may change as the season unfolds.
 - b. Understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.
- xiii. I understand that contravention of the COVID-19 guidelines is cause for immediate exclusion from the garden.

GENERAL GARDEN RULES

The City of Vaughan is hereby granting permission at its sole discretion for the Allotment Gardener to use the designated Plot(s) at _____ (garden name) Community Garden on a non-exclusive basis and for the sole purpose of allotment gardening, during one season, over the period of operation of this License Agreement, unless extended on mutual agreement.

I, the Allotment Gardener, UNDERSTAND AND AGREE with the following Rules:

i. CONDUCT

I agree to abide by all City of Vaughan By-laws and Provincial regulations, including the Pesticide By-law (88-2008), Parks By-law (134-95, as amended), and legislation regarding noxious weeds (*Weed Control Act, 1990*) which regulates the use of fertilizers, insecticides and weed repellents.

I will respect other Allotment Gardeners and the general public utilizing the grounds surrounding the community garden. I understand that no form of

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

disrespectful or harassing behaviour will be tolerated and that all Allotment Gardeners must comply with the City of Vaughan's policies with respect to the following:

- a) Application of the Vaughan Inclusion Charter. The City is committed to taking action to achieve the vision of the Charter in the organization and in the community. The Charter promotes and celebrates human rights and accessibility and strengthens a sense of belonging for everybody in the community to ensure they all have access to the same opportunities.
- b) Definition and comprehension of harassment as any improper conduct by an individual, that is directed at and offensive to another person or persons, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles, or causes personal humiliation or embarrassment, and any act of intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act. Harassment will also be defined as any verbal abuse, bullying or aggressive approaches to an individual or group. It may also include remarks and actions that create a hostile or intimidating environment.

ii. COMMUNITY GARDEN COORDINATOR

There will be a Community Garden Coordinator at each community garden location and this individual will represent all site Allotment Gardeners and will serve as the main contact person with the City of Vaughan.

- a) I agree to provide my contact information to the designated Community Garden Coordinator and agree that the designated Community Garden Coordinator will represent me in relations with the City of Vaughan.
- b) I may contact the City of Vaughan's Sustainability Coordinator if I have a conflict that the Community Garden Coordinator cannot resolve, I have a conflict with the Community Garden Coordinator that cannot be resolved, or if the Community Garden Coordinator is in violation of the Community Garden Policy.

iii. MAINTENANCE REQUIREMENTS

All Allotment Gardeners will begin preparation and planting on the earlier of May 31 or the date of commencement of this License Agreement, provide continued maintenance of assigned Plot/s and plant materials within the Plot/s, for the duration of this License Agreement. In particular, I confirm that I:

- a) WILL NOT modify the size or existing configuration of my Plot;

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

- b) 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, will help to open and close the garden during the garden season and will work to maintain the areas immediately surrounding my plot (edges, walkways and paths). If I am not available to do so myself, it is my responsibility to arrange for another Gardener/s to water and tend to my Plot as needed;
- c) WILL ensure my Plot is planted, maintained and kept clean and tidy. If I do not plant or if my Plot becomes unkempt, I understand that I will be given four (4) weeks notice to plant or clean it up. At that time, if I have not done so, the Plot may be reassigned to another Allotment Gardener and I will lose my License to participate in the Community Garden;
- d) WILL ensure that edges, walkways and paths are kept clear of obstacles and that no tools or personal property are left on the site or out of storage overnight;
- e) WILL notify the Community Garden Coordinator as soon as possible if I must withdraw from maintaining my Plot and participating in the garden for any reason;
- f) WILL keep trash and litter out of my Plot, as well as from adjacent edges, walkways, paths and fences. I will dispose of trash properly, in appropriate garbage cans and/or receptacles, if available. If appropriate receptacles are not available, I will take my trash out of the garden to dispose of properly.

iv. ALLOCATION OF PLOTS

Each Allotment Gardener must apply each year for a Plot. Returning Allotment Gardeners will be given first right of refusal to a Plot. Plots will be assigned based on household. The number of Plots per Allotment Gardener/household is limited to one (1), unless otherwise approved by the Community Garden Coordinator and the City of Vaughan.

- a) I understand that the Community Garden Coordinator will assign Plots, maintain a waitlist of interested Allotment Gardeners and distribute garden keys to Allotment Gardeners.
- b) I will not duplicate my garden key and will return it to the Community Garden Coordinator upon termination of this License Agreement.

At least one (1) Plot in the garden will be reserved for shared gardening by schools, community groups or other community members. The harvest from this

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

Plot/s will be shared among the users and surplus harvest may be donated to a charitable cause and/or community member/s.

v. GARDEN ETIQUETTE

a) The following are all prohibited in the garden:

- (1) planting of marijuana or any illegal or invasive plants;
- (2) campfires, candles, gas and/or open flame lanterns or torches and the use and storage of hazardous substances;
- (3) loud music, causing a disturbance or interfering with the quiet enjoyment of other Allotment Gardeners or neighbours of the garden area;
- (4) smoking, vaping, drinking alcoholic beverages, gambling or the use of illegal drugs in the garden, or coming to the garden while under the influence of marijuana, alcohol or illegal drugs;
- (5) pets (dogs, cats, etc.) are not permitted in the garden, and must be on a leash in all of the surrounding areas of the garden. Trained service animals are not considered pets.

b) The harvest from my Plot is intended for personal consumption and not for distribution or donation. In addition, I agree that if I have a surplus of vegetables or fruits or other harvest that I wish to donate, I will notify the Community Garden Coordinator to determine if there are any approved partners to manage donation of the surplus.

c) I am responsible for supervising guests that I may bring to the garden including other adults, youth and children and all guests must also abide by the rules outlined in this License Agreement. Children under the age of 14 are allowed in the garden; however, they must always be accompanied and supervised by an adult.

d) I will not take food or plants from other Allotment Gardeners' Plots unless given express permission by the Allotment Gardener to whom the Plot is assigned. I will not take any tools or personal property from the garden that do not belong to me.

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

f) I understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

- g) I understand that the community garden will be closed between December 1 - April 30 and that activities at the garden during this time are strictly prohibited.

4. INDEMNITY:

I [Click or tap here to enter text.](#) (Allotment Gardener's name) shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action loss, costs or damages whatsoever that the City of Vaughan may suffer, incur or be liable for, arising out of or related to this License Agreement.

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.

5. TERMINATION OF LICENSE:

This License Agreement may be terminated by the City:

1. If required by City policy, upon two (2) weeks written notice; or
2. For breach by the Allotment Gardener of any of the rules of this License Agreement. The procedure for breach will be as follows:
 - 1) Verbal warning from the Community Garden Coordinator.
 - 2) Written notice one (1) week later if no correction or arrangement to correct has been made.
 - 3) Written notice of cancellation of gardening privileges and Plot three (3) weeks later, if no correction or arrangement to correct has been made since notice was provided.

An Allotment Gardener whose license is terminated for breach may be allowed to reapply for another garden Plot after one (1) year, and only at the discretion of the Community Garden Coordinator and the City of Vaughan.

I [Click or tap here to enter text.](#) (Allotment Gardener's name) have read and understand this License Agreement and accept these rules, terms, and conditions stated above for the participation in the community garden. I have read and understand the Community Garden Policy (18.C.01) and agree to sign the Waiver of Liability (Appendix 3 to Policy 18.C.01). I understand that the City of Vaughan has the right to create new rules if a situation warrants.

APPENDIX TITLE: ALLOTMENT

APPENDIX NO.: 1A

X _____

Gardener Signature

Allotment Gardener Home Address: Click or tap here to enter text.

Allotment Gardener Email or Phone Number: Click or tap here to enter text.

Approved: _____ Date: _____

City of Vaughan Sustainability Coordinator

Email: environment@vaughan.ca

THE CORPORATION OF THE CITY OF VAUGHAN

PROCEDURE APPENDIX

APPENDIX TITLE: **COMMUNITY GARDEN RULES/GARDENER LICENSE AGREEMENT**

APPENDIX NO.: **1B**

APPENDIX

Community Garden Rules/Collective Gardeners License Agreement

1. DEFINITIONS:

“Community Garden Coordinator” defined as a person, organization or agency assigned to oversee the garden operations, manage Gardeners, prepare garden plans and maintain regular contact with the City

“Collective Gardener” defined as a person(s) who has/have been approved by the City to participate in a Collective Community Garden.

2. TERM:

The period of public participation in City of Vaughan community gardens is seasonal, from May 1 to November 30 every year. This period is subject to opening and closing operations conducted by City Public Works staff. The City reserves the right to adjust this period as necessary. Notice will be given to all Gardeners from the City's Sustainability Coordinator or the Community Garden Coordinator outlining any such changes.

This License Agreement becomes effective upon the date set out below and ends on November 30 of the same year or upon such earlier termination date as may apply.

3. GARDEN RULES:

COVID-19 has changed how community gardens will operate in 2021. COVID-19 is a public health crisis, and the health and safety of the Gardeners and the community is the City of Vaughan's top priority. As such, the City of Vaughan has a zero-tolerance policy this year. If anyone puts the health and safety of others at risk by not abiding by the rules outlined below, the Gardener will lose their privilege to participate in the community garden. If you choose not to garden in the 2021 season due to the risk of COVID-19, you are welcome to participate in 2022.

The _____ (garden name) Community Garden is a community space where Gardeners share the work and share the harvest. Surplus

APPENDIX TITLE: COLLECTIVE

APPENDIX NO.: 1B

harvest is donated to a charitable cause and/or community member(s). As a member of the community, we ask that you follow these guidelines at the garden:

COVID-19 GUIDELINES

- i. I understand if there is a contradiction between the following COVID-19 guidelines and any other section of this Agreement, including the Regular Garden Guidelines, the COVID-19 Guidelines will apply.
- ii. I agree that if I am displaying symptoms of COVID-19 or I have come into contact with someone who has shown symptoms, I will not come to the garden. In addition, I understand anyone who is exhibiting symptoms of COVID-19 or has been exposed to the virus must stay at home for 14 days.
- iii. I will plan to be at the garden as little as possible and not to loiter in the garden. I understand that community gardens are only permitted to open this year because they are recognized as an essential food service.
- iv. I agree to maintain a physical distance of 2 metres (6 feet or more) from all Gardeners, always. I understand this does not apply if I am gardening with members of my household who are registered Gardeners.
- v. I understand the community garden is closed to the public and is only open for registered Gardeners. Accordingly, I:
 - a. Understand I cannot bring friends, extended family members, neighbours and other non-registered gardeners into the garden with me.
 - b. Understand children should only be brought to the garden on an as-needed basis. Children cannot be brought to the garden if they are too young to understand physical distancing and hygiene practices in the garden (unless they can be kept in a stroller or are carried in an on-body support).
 - c. Agree to be responsible for any child I bring to the garden. I will make sure they follow the COVID-19 guidelines and I agree to sanitize any tools they touch.
- vi. I understand that workshops, training sessions and events are prohibited to take place at the garden this year.
- vii. I understand that I am encouraged to wear a face mask and gardening gloves while in the garden. In addition, I agree to not share my face mask and gardening gloves with anyone else and will launder my masks and gloves after each use.
- viii. I agree to bring my own tools to use in the garden this year. Should that not be possible, I understand that a limited number of tools will be available, and I agree

APPENDIX TITLE: COLLECTIVE

APPENDIX NO.: 1B

to disinfect the shared tools before and after using them. I understand that a disinfectant spray and paper towel will be available in the shed.

- ix. I agree to disinfect any common areas of the garden that I touch, including the lock and handle of the shed or storage box, other handles, pens, water tap, hose and tools. I understand sanitizing towelettes will be made available.
- x. I agree to sanitize my hands when I arrive at the garden and before I leave the garden. I understand that hand sanitizer will be made available.
- xi. I agree to sign-in and sign-out every time I go to the garden. Accordingly, I:
 - a. Understand that if a COVID-19 outbreak happens at the garden, the City of Vaughan and the Garden Coordinator need to be able to quickly identify who is most at risk.
 - b. Understand the sign-in and sign-out form will be available in the [Community Garden Coordinator to enter].
- xii. I understand that Gardeners will not be scheduled to attend the garden on a certain day/time. Accordingly, I:
 - a. Understand that this may change as the season unfolds.
 - b. Understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.
- xiii. I understand that contravention of the COVID-19 guidelines is cause for immediate exclusion from the garden.

GENERAL GARDEN RULES

The City of Vaughan is hereby granting permission at its sole discretion for the Collective Gardener to garden at _____ (collective garden name) Community Garden on a non-exclusive basis and for the sole purpose of collective gardening, during one season, over the period of operation of this License Agreement, unless extended on mutual agreement.

The above-mentioned Collective Community Garden is a community space where Collective Gardeners share the work and share the harvest.

I, the Collective Gardener, UNDERSTAND AND AGREE with the following Rules:

i. CONDUCT

I agree to abide by all City of Vaughan By-laws and Provincial regulations, including the Pesticide By-law (88-2008), Parks By-law (134-95, as amended),

APPENDIX TITLE: COLLECTIVE

APPENDIX NO.: 1B

and legislation regarding noxious weeds (*Weed Control Act, 1990*) which regulates the use of fertilizers, insecticides and weed repellents.

I will respect other Collective Gardeners and the general public utilizing the grounds surrounding the community garden. I understand that no form of disrespectful or harassing behaviour will be tolerated and that all Gardeners must comply with the City of Vaughan's policies with respect to the following:

- a) Application of the Vaughan Inclusion Charter. The City is committed to taking action to achieve the vision of the Charter in the organization and in the community. The Charter promotes and celebrates human rights and accessibility and strengthens a sense of belonging for everybody in the community to ensure they all have access to the same opportunities.
- b) Definition and comprehension of harassment as any improper conduct by an individual, that is directed at and offensive to another person or persons, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles, or causes personal humiliation or embarrassment, and any act of intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act. Harassment will also be defined as any verbal abuse, bullying or aggressive approaches to an individual or group. It may also include remarks and actions that create a hostile or intimidating environment.

ii. **COMMUNITY GARDEN COORDINATOR**

There will be a Community Garden Coordinator at each community garden location and this individual will represent all site Collective Gardeners and will serve as the main contact person with the City of Vaughan.

- a) I agree to provide my contact information to the designated Community Garden Coordinator and agree that the designated Community Garden Coordinator will represent me in relations with the City of Vaughan.
- b) I may contact the City of Vaughan's Sustainability Coordinator if I have a conflict that the Community Garden Coordinator cannot resolve, I have a conflict with the Community Garden Coordinator that cannot be resolved, or if the Community Garden Coordinator is in violation of the Community Garden Policy .

iii. **MAINTENANCE REQUIREMENTS**

APPENDIX TITLE: COLLECTIVE

APPENDIX NO.: 1B

All Collective Gardeners will aid in preparation and planting and provide continued maintenance of the community garden for the duration of this Agreement. In particular, I confirm that I:

- a) WILL NOT create new garden beds or make modifications to the existing garden configuration, unless agreed upon by the City of Vaughan.
- b) WILL keep trash and litter out of the garden beds, as well as from adjacent edges, walkways, paths and fences. I will dispose of trash properly, in appropriate garbage cans and/or receptacles, if available. If appropriate receptacles are not available, I will take my trash out of the garden to dispose of properly.

iv. GARDEN ETIQUETTE

- a) The following are all prohibited in the garden:
 - 1) planting of marijuana or any illegal or invasive plants;
 - 2) campfires, candles, gas and/or open flame lanterns or torches and the use and storage of hazardous substances;
 - 3) loud music, causing a disturbance or interfering with the quiet enjoyment of other Collective Gardeners or neighbours of the garden area;
 - 4) smoking, vaping, drinking alcoholic beverages, gambling or the use of illegal drugs in the garden, or coming to the garden while under the influence of marijuana, alcohol or illegal drugs;
 - 5) pets (dogs, cats, etc.) are not permitted in the garden, and must be on a leash in all of the surrounding areas of the garden. Trained service animals are not considered pets.
- b) I agree that the vegetables, fruits or other harvest from the garden will be used for personal consumption. In addition, I agree to notify the Community Garden Coordinator if there is a surplus of harvest to determine if there are any approved partners to manage donation of the surplus.
- c) I am responsible for supervising guests that I may bring to the garden including other adults, youth and children and all guests must also abide by the rules outlined in this Agreement. Children under the age of 14 are allowed in the garden; however, they must always be accompanied and supervised by an adult.
- b) I will not take any tools or personal property from the garden that belong to the garden or other Collective Gardeners.

APPENDIX TITLE: COLLECTIVE

APPENDIX NO.: 1B

- c) I understand that any tools and personal property must not be left on the site or out of storage overnight.
- d) I will utilize the designated parking area and not drive motorized vehicles into the garden area.
- e) I understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.
- f) I understand that the community garden will be closed between December 1 - April 30 and that activities at the garden during this time are strictly prohibited.

4. INDEMNITY:

I [Click or tap here to enter text.](#) (Collective Gardener's name) shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action loss, costs or damages whatsoever that the City of Vaughan may suffer, incur or be liable for, arising out of or related to this License Agreement.

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

5. TERMINATION OF LICENSE:

This License Agreement may be terminated by the City:

- 1. If required by City policy, upon two (2) weeks written notice; or
- 2. For breach by the Collective Gardener of any of the rules of this License Agreement. The procedure for breach will be as follows:
 - 1) Verbal warning from the Community Garden Coordinator.
 - 2) Written notice one (1) week later if no correction or arrangement to correct has been made.
 - 3) Written notice of cancellation of gardening privileges three (3) weeks later, if no correction or arrangement to correct has been made since notice was provided.

A Collective Gardener whose License Agreement is terminated for breach may be allowed to reapply for a community garden after one (1) year, and only at the discretion of the Community Garden Coordinator and the City of Vaughan.

APPENDIX TITLE: COLLECTIVE

APPENDIX NO.: 1B

I Click or tap here to enter text. (Collective Gardener's name) have read and understand this License Agreement and accept these rules, terms, and conditions stated above for the participation in the community garden. I have read and understand the Community Garden Policy (18.C.01) and agree to sign the Waiver of Liability (Appendix 3 to Policy 18.C.01). I understand that the City of Vaughan has the right to create new rules if a situation warrants.

X

Gardener Signature

X

Gardener Signature

Collective Gardeners Home Address: Click or tap here to enter text.

Collective Gardeners Email or Phone Number: Click or tap here to enter text.

Approved: _____ Date: _____

City of Vaughan Sustainability Coordinator

Email: environment@vaughan.ca

THE CORPORATION OF THE CITY OF VAUGHAN

PROCEDURE APPENDIX

APPENDIX TITLE: MEMORANDUM OF UNDERSTANDING FOR GARDEN COORDINATOR

APPENDIX NO.: 2

APPENDIX

Memorandum of Understanding/Garden Agreement

Date: [enter date]

Attention: Community Garden Coordinator

Re: [garden name] Community Garden Memorandum of Understanding and Garden Agreement

This is a Memorandum of Understanding between _____, Community Garden Coordinator, and the City of Vaughan and constitutes a garden agreement regarding the future planting of the _____ Community Garden that is located at _____ in the City of Vaughan.

Terms of Use

The term covered by this Memorandum of Understanding will be a period of one year commencing on the date set out above and ending on the first year anniversary of that date.

The intended use of _____ Community Garden is for gardening and the eventual individual/personal consumption of the produce harvested. No produce will be distributed or donated to third parties by the undersigned.

City of Vaughan's Annual Responsibilities

- Supply and preparation of planting area
- Supply of rain barrel(s) and/or water source(s)
- Supply of temporary fencing (if applicable)
- Maintenance of surrounding grass (cutting) and trees (pruning and fertilizing if applicable)
- Assist the Community Garden Coordinator with the communication and promotion of garden events and initiatives, as appropriate

APPENDIX TITLE: MEMORANDUM OF UNDERSTANDING FOR GARDEN COORDINATOR

APPENDIX NO.: 2

- Assist the Community Garden Coordinator, where feasible and when necessary, with any disciplinary actions should any rules of the Gardener License Agreement be breached

Community Garden Coordinator’s Responsibility

- Comply with the Community Garden Policy, Gardeners License Agreement, this Memorandum of Understanding/Garden Agreement and all City of Vaughan By-laws and Provincial regulations and maintain a high level of respect for City property
- Maintain regular contact with the City’s Sustainability Coordinator
- Maintain a “waiting list” for those interested in participating in the garden activities
- Submit a detailed description of the proposed layout of the garden plan and community engagement plan each year
- 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 and Gardener License Agreement, including harvesting when required

INDEMNITY:

We/I, _____, shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action, loss, costs or damages whatsoever that the City of Vaughan may suffer, incur or be liable for, arising out of or related to the exercise of the Community Garden Coordinator’s Responsibilities under this agreement.

_____	_____
X	X
_____	_____
Community Garden Coordinator	City of Vaughan Representative
_____	_____
Date	Date
_____	_____
Witness	Witness
Name	Name
Date	Date

THE CORPORATION OF THE CITY OF VAUGHAN

PROCEDURE APPENDIX

APPENDIX TITLE: WAIVER OF LIABILITY

APPENDIX NO.: 3

APPENDIX

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.
This document is dated and effective from the date of signing set out below.*

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, as well as the land owner/s, where applicable (hereinafter collectively referred to as the “City”)

Re: Participation by the undersigned as a volunteer in gardening and all related activities at any City community garden located in the City of Vaughan (the “Activity”)

1. ACKNOWLEDGMENT OF INHERENT RISK

I acknowledge that participating in the Activity will involve certain inherent risks. I understand that with the emergence of the COVID-19 virus, these will include additional risks. Examples may include, but are not limited to, potential exposure to the virus and liability to other parties if I were to expose them to the virus whether knowingly or unknowingly.

2. ASSUMPTION OF RISK

I understand that the City is not responsible for my actions. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation in the Activity. I further acknowledge that as a result of the COVID-19 pandemic crisis which commenced in 2020 my personal health and that of others is further exposed to additional risk due to the virus. I assume all risks related to this Activity inclusive of community engagement which may increase my risk of virus exposure.

APPENDIX TITLE: WAIVER OF LIABILITY

APPENDIX NO.: 3

3. ASSUMPTION OF RESPONSIBILITY AND ADHERENCE TO RULES

I understand the rules of the Community Garden Policy and my responsibilities to adhere to the rules for the protection of myself and others while participating in the Activity.

I acknowledge that the City of Vaughan has a zero-tolerance policy. I understand that should it be deemed that I failed to adhere to the rules and public health guidelines, I put the health and safety of others at risk and I will lose my privilege to participate in the community garden and may possibly be subject to legal action.

4. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the City of Vaughan permitting me to participate in the Activity and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- i. To hold harmless and indemnify the City for any liability, damage, loss or claim that may occur in connection with, or arising out of, the Activity by me, my group, family or guests due to any cause whatsoever, including COVID-19 related causes, 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 City, and including the failure by the City to safeguard or protect me from any risks, dangers or hazards.
- ii. To waive any and all claims that I have or may have in the future against the City. 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.
- iii. I am aware that participating as a volunteer in the Activity 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. 1997 c. 16, Schedule A, as amended, should I become injured while participating as a volunteer.
- iv. I have been given the opportunity to seek independent legal advice prior to signing this document.
- v. This document will remain in force until a written agreement of termination is signed between the City of Vaughan and the undersigned.

APPENDIX TITLE: WAIVER OF LIABILITY

APPENDIX NO.: 3

Signed at the City of Vaughan this _____ day of _____, 20____.

INDIVIDUAL VOLUNTEER

X

Volunteer Signature

Print Name Clearly

Witness Signature

Print Name Clearly

CORPORATE VOLUNTEER

Name

Title

Name

Title

I/We have authority to bind the Corporation

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.