



Town of Whitby Procedure

Procedure Title:	Community Garden Procedure
Procedure Number:	MS 340-001
Reference:	Community Garden Policy MS 340
Date Approved:	August 28, 2017
Date Revised:	Not Applicable
Approval:	Chief Administrative Officer
Point of Contact:	Community and Marketing Services

Purpose

The purpose of this procedure is to outline the guidelines for the development and operation of Community Gardens on Town owned and leased/licensed lands. The Community Garden Policy establishes the Town as the administrator.

Scope

This procedure applies to all Community Gardens on Town owned and leased/licensed lands within the Town of Whitby.

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1 Definitions

- 1.1 **AGR** means Authorized Group Representative which is an individual in the Community Garden Group that has been selected and/or elected to be the point of contact with the Community and Marketing Services Department, Supervisor of Parks Development or designate for a specific community garden.
- 1.2 **Accessible Garden Plot** means a garden plot raised above the ground surface that is accessible for people of all abilities. Must be in compliance with Town of Whitby standards and with the Design of Public Spaces Standards, within the Government of Ontario, Integrated Accessibility Standards.
- 1.3 **Application Form** means a form that the Authorized Group Representative (AGR) must complete and submit to the Community and Marketing Services (CMS) Department in order to apply for a Community Garden. The Application Form is Appendix 1 in this document.
- 1.4 **CMS** means the Community and Marketing Services Department.
- 1.5 **Community Consultation** means a public consultation process conducted by the Town to obtain comments and input from the community regarding the proposed Community Garden.
- 1.6 **Community Garden** means a site, located on Town owned or leased/licensed lands, that is divided into plots and operated by a Community Group for growing produce, flowers and native plants for not-for-profit use.
- 1.7 **Community Garden Group** means all the people participating in the Community Garden at a specific location.
- 1.8 **Community Garden Group Core Members** means a team of a minimum of five (5) members which are part of the decision making process of the Community Garden Group.
- 1.9 **Community Garden Group Agreement** means an agreement created by the Community Garden Group which outlines the conduct, practices and responsibilities of each participant within the Community Garden.
- 1.10 **Conditional Approval** means approval may be granted when the Town is satisfied regarding the results of the Community Consultation, the Soil Testing, and upon review of the Community Group Agreement submitted by the AGR. Once Conditional Approval has been granted the Town will issue a Letter of Conditional Approval either through mail or email regarding the additional steps that need to be completed.
- 1.11 **Donation Plot** means a garden plot where produce is planted and harvested by a Community Garden Group member(s) and donated to a local food bank, soup kitchen or other such related organization.

- 1.12 Environmentally Sustainable Gardening Practices** means growing food without the use of petrochemical pesticides, herbicides and inorganic fertilizers. It relies on the use of beneficial insects, diversity of plants, and the use of compost to supply the soil with nutrients. The practice also includes but is not limited to drip irrigation, mulching, and planting native fruits, vegetables and plants.
- 1.13 Final Approval** means the Town is satisfied that the Community Garden Group Agreement and proof of insurance are acceptable and the Community Garden Group can proceed to develop or extend the Community Garden. Once Final Approval has been granted the Town will issue a Letter of Final Approval to the Community Garden Group either by mail or by email and the Community Garden Group can proceed to develop or extend the Community Garden.
- 1.14 Garden Plot** means an assigned, delineated portion of ground, within the Community Garden, where produce, flowers or native plants are planted and harvested by a Community Garden Group member(s).
- 1.15 Heavy Equipment** means any motorized equipment over 400lbs.
- 1.16 Soil Testing** means a test of the soil to measure levels of contaminants and tested by a Standards Council of Canada and/or the Canadian Association for Laboratory Accreditation accredited laboratory.
- 1.17 Town** means The Corporation of the Town of Whitby.
- 1.18 Water Conservation Plan** means a plan that considers irrigation techniques and surface treatment area (i.e. mulching that helps to reduce evaporation and run off and drift thereby conserving water requirements).

2 Responsibilities

2.1 Community and Marketing Services to:

- (1) Review and approve the Community Garden site plan as outlined in Section 3.2.
- (2) Implement the procedure and steps required for Town approval and support for the Community Garden.
- (3) Conduct Community Consultation in accordance with Section 3.4.
- (4) Coordinate the Soil Testing, if deemed necessary in accordance with Section 3.7.
- (5) Undertake monthly inspections of approved Community Gardens to ensure they are operating in compliance with the Town's requirements, Community Garden Policy and Community Garden Procedure, and safety for all users.

- (6) Coordinate the closure of the Community Garden with the Operational Services Division of the Public Works Department if the Community Garden is no longer in operation by the Community Group.

2.2 The Operational Services Division of the Public Works Department to:

- (1) Provide an inspection, if requested by the CMS Department, to ensure compliance to the Community Garden Policy, Community Garden Procedure, and safety for all users.

2.3 Community Garden Group to:

- (1) Select an AGR. Refer to Sections 3.1.2, and 3.3.1(1)(a)(ii).
- (2) Complete the Community Garden Application Form, Sections (i) to (v). Refer to Section 3.3 for the Application and Approval Process and Appendix 1 for the Application Form.
- (3) Provide a certificate of insurance in a form satisfactory to the Town. Refer to Sections 3.3 and 3.6 for the Application and Approval Process.
- (4) Complete the Community Garden Group Agreement Form. Refer to 3.3 for the Application and Approval Process and Appendix 3 for the Community Garden Agreement Form.
- (5) Provide for and be responsible for the development and administration of the Community Garden Group Agreement in accordance with Section 3.5.
- (6) Provide an annual statistical profile of the Community Garden to the CMS, Supervisor of Parks Development or designate. The following information is to be provided in the statistical profile:
 - (a) Number of garden plots.
 - (b) Number of members in the Community Group.
 - (c) Number of garden plots available for new members of the Community Group.
 - (d) Number of individuals on the waiting list to join the Community Group.
 - (e) Fee charged for an individual garden plot.

3 Procedure Requirements

3.1 Community Garden Group

- 3.1.1** A Community Garden Group must be established and comprised of individual citizens.

- 3.1.2** The Community Garden Group shall elect an AGR in an open process who would be responsible for administration and coordination of the Community Garden Group and liaise with the Town in accordance with Section 3.3.1(1)(a)(i).
- 3.1.3** There must be a minimum of five (5) core members within the group that are committed to the Community Garden in order to establish, operate and maintain the Community Garden properly in accordance with Section 3.3.1(1)(a)(ii).

3.2 Community Garden Location and Garden Site Plan

- 3.2.1** In order to propose and operate a Community Garden, the Community Garden Group wishing to participate in the creation of a Community Garden must contact the CMS Department, Supervisor of Parks Development or designate to receive necessary approvals to develop and maintain a Community Garden on Town owned or leased/licensed property.
- 3.2.2** The Town reserves the right to deny a site and/or application for any reason at its sole discretion.
- 3.2.3** If the proposed location for the Community Garden is on land leased/licensed by the Town, the CMS Department will obtain the landowner's permission.
- 3.2.4** In the instance where two or more Community Garden groups express interest in establishing a community garden on the same plot of land, the Town will, where possible, encourage the Community Garden Groups to explore partnerships and/or amalgamation opportunities for the purpose of cost savings and membership opportunities.
- 3.2.5** Preference will be given to projects that demonstrate environmentally sustainable construction, operating practices, as well as those in proximity to higher density residential areas.
- 3.2.6** The Supervisor of Parks Development or designate will coordinate with the AGR, and Operations Staff to determine the suitability of a proposed Community Garden location.
- 3.2.7** The location of the Community Garden site must meet the following requirements:
- (1) Free from hazards;
 - (2) A level or not excessively sloping terrain, as determined by CMS;
 - (3) Adequate sun exposure;
 - (4) Adequate drainage;

- (5) Adequate water source;
- (6) Access for emergency vehicles;
- (7) Accessibility for community users;
- (8) Availability and accessibility of parking, where applicable; and
- (9) Not located in close proximity to storm water management ponds or drainage swales.

3.2.8 A Community Garden Group's AGR must submit a site plan for the Community Garden. The site plan must include:

- (1) Garden plot design;
- (2) Layout of garden plots;
- (3) Dimensions of each garden plot;
- (4) Location and construction details of accessible garden plot(s);
- (5) Layout, dimensions and material of all internal paths;
- (6) Source and quantity of imported topsoil/fill;
- (7) Type, location, and dimensions of all fencing, storage sheds and other structures;
 - (a) Accessory structures for the Community Garden shall be less than 10 square meters and must comply with the provisions of the Town's Zoning By-laws.
- (8) Accessible pathways to Community Garden;
- (9) The Community Garden must meet Accessibility Standards in accordance with Section 3.2.10.
- (10) A 5.5 metre unobstructed clear zone around the perimeter of the Community Garden shall be provided. This area will allow access around the Community Garden for maintenance work.

3.2.9 Site enhancements or modifications that deviate from the original site plan will require prior review and approval by the Town. For example, altering the layout of garden plots or installing new structures such as fences or sheds, will require further approvals.

3.2.10 Community Garden Accessibility Requirements

- (1) Community Gardens shall provide accessible garden plots, to meet the demand of the community garden membership. Accessible garden plots must be located on an exterior path of travel that meets minimum clear width (1.5 m) and height (0.6 – 1 m), maximum running slope ratios shall be no more than 1:20, have a firm, stable and slip-resistant surface and it must comply with the Town of Whitby Accessibility Standards and the Design of Public Spaces Standards, within the Government of Ontario, Integrated Accessibility Standards, and municipal by-laws.
- (2) Community Gardens must be designed and developed to comply with the Town of Whitby Accessibility Standards and the Design of Public Spaces Standards, within the Government of Ontario, Integrated Accessibility Standards, and municipal by-laws.

3.3 Application and Approval Process

3.3.1 The Application and Approval process is a three (3) stage process; Application, Conditional Approval and Final Approval. In order to construct a Community Garden, each stage must be completed in consecutive order.

(1) Application

- (a) The Community Garden Group shall complete, sign and submit the Community Garden Application Form to the CMS, Supervisor of Parks Development or designate (Appendix 1) including the following required information:
 - (i) The name and contact information of the AGR who will act as the primary contact person between the Town and the Community Garden Group;
 - (ii) A list of Community Garden Group Core Members. It is mandatory that a minimum of five (5) individuals be committed to the Community Garden.
 - (iii) Indicate the number of additional members, excluding the Community Garden Group Core members.
 - (iv) A site plan prepared in consultation with the CMS Department in accordance with Section 3.2;
 - (v) Agreement to develop and operate a Community Garden for at least a five (5) year period; and
 - (vi) Submission of the Community Garden Application Form (Appendix 1) to the CMS, Supervisor of Parks Development or designate, for Conditional Approval. This form must be signed by the AGR.

- (b) If application is deemed complete, the CMS, Supervisor of Parks Development or designate will notify the AGR on the other requirements that need to be completed.

(2) Conditional Approval

- (a) To receive Conditional Approval the following requirements must be met:
 - (i) Community Consultation, to be completed by the Town in accordance with Section 3.4;
 - (ii) Soil Testing, if deemed necessary, will be coordinated by the Town in accordance with Section 3.7; and
 - (iii) The AGR must provide a copy of the Community Group Agreement to the Town for approval in accordance with Section 3.5.
- (b) If Conditional Approval is granted, the AGR would receive a Letter of Conditional Approval (Appendix 2) from the Town indicating the Community Garden Group can move forward with obtaining insurance for the Community Garden.

(3) Final Approval

- (a) After Conditional Approval has been granted, Final Approval shall only be granted if the following conditions are satisfied:
 - (i) The AGR provides a certificate of insurance in a form satisfactory to the Town, as required by Section 3.6.1; and
 - (ii) The AGR completes and submits the Community Garden Agreement Form (Appendix 3); and
 - (iii) The Town has approved the Community Garden Group Agreement as required by Section 3.5;
- (4) If Final Approval is granted, the AGR will be notified, through a Letter of Final Approval (Appendix 4). The Community Group may then proceed with development/extension/renewal of the Community Garden.

3.4 Community Consultation

- 3.4.1** CMS will seek community feedback, concerning the proposed Community Garden, through a Public Information Centre (PIC). The process will occur prior to the Conditional Approval of the Community Garden. Notifications, requesting attendance at the PIC and/or comments, will be mailed to all properties located within 120 metres of the proposed Community Garden site. In addition, special interest groups, and other community members will be identified and notified, about the proposed Community Garden, and given the opportunity to comment, as appropriate.
- 3.4.2** CMS may conduct a Public Information Centre for the Community Garden in conjunction with other park developments and redevelopments.
- 3.4.3** CMS will gather the feedback and incorporate it into the Community Garden site plans.

3.5 Community Garden Group Agreement

- 3.5.1** Each Community Garden Group is responsible for developing and administering a Community Garden Group Agreement that adheres to the Town Community Garden Policy and Procedure.
- 3.5.2** A copy of this Community Garden Group Agreement must be provided to the CMS, Supervisor of Parks Development or designate for review and approval.
- 3.5.3** The Community Garden Group Agreement must be signed by all new Community Garden members and signed annually, by all existing Community Garden members.
- 3.5.4** The Community Garden Group Agreement must specify and/or address:
 - (1) The garden plot and/or community garden fee, if applicable;
 - (2) The garden plot distribution system, which shall provide an open, and non-discriminatory process. Town of Whitby residents must be given priority;
 - (3) Rules covering the theft and/or removal of items from garden plots, and the Town will not be responsible theft, damages or vandalism to the Community Garden infrastructure, equipment or vegetation;
 - (4) The use of Environmentally Sustainable Gardening Practices;
 - (5) Maximum crop heights;

- (6) That all participants of the Community Garden are aware of plants and materials that are prohibited such as invasive and illegal plants and plants which may block other members garden plots;
- (7) The Community Garden Group member's responsibility towards the general care and overall appearance of their garden plot including: expected levels of maintenance, cleanliness, waste management, and weed control;
- (8) A statement as to how breaches or violations to the Community Garden Group Agreement will be addressed, such as the use of written notices as warnings for non-compliance, and the imposition of penalties that include, but are not limited to, the offender's expulsion from the Community Garden;
- (9) Description of the Water Conservation Plan and practices in accordance with Section 3.9.6; and,
- (10) The requirements that pets must be on a leash at all times and pet feces must be picked up and disposed as waste and not composted. A Community Garden Group Agreement may exclude pets.

3.6 Insurance and Indemnification

3.6.1 Where the Community Garden Group is operated and/or tended by an incorporated garden group or other incorporated entity, the Community Garden Group at its sole cost and expense, carry and maintain in full force and effect and any renewals thereof, Commercial General Liability insurance including products and completed operations in the amount of two million dollars (\$2,000,000) per occurrence naming the Town of Whitby as additional insured and be completed on a certificate of insurance form satisfactory to the Town. Where the Community Garden Group is not operated as an incorporated entity, insurance can be purchased through the Town's user group insurance program. CMS to refer to risk management to confirm eligibility upon the completion of the Community Garden Application Form in accordance with section 3.3.1 (1).

3.6.2 The Community Garden Group must sign the Community Garden Agreement Form (Appendix 3) which includes a hold harmless clause that will indemnify, defend and save harmless the Town from and against any damage or injury to any person or any real property.

3.7 Soil Testing

- 3.7.1** If the Town suspects or determines that the soil, at a proposed Community Garden site, may contain toxic contaminants a soil test must be conducted. The probability of soil contamination at a given site will be established based on research into the historical land uses of the subject property. The soil test will evaluate soil health, identify potential hazards and recommend risk reduction measures where necessary. The CMS, Supervisor of Parks Development or designate will co-ordinate the soil test and/or recommend other mitigation measures, which may include but not limited to; adding clean soil, covering existing soil or utilizing raised garden beds. The Community Group is responsible for the cost of soil testing and any risk mitigation measures, deemed necessary by the Town. Soil testing documentation and risk mitigation recommendations will form part of the Final Approval process.

3.8 Equipment

- 3.8.1** A Community Garden may have the following features:

- (1) Accessible compost bins, tools, storage sheds, water sources and other provisions necessary for the operation of the Community Garden subject to the approval of the CMS Parks Development Supervisor or designate;
- (2) If the Community Garden Group chooses to display posted signage to identify the area as a Community Garden, this signage will be at the sole expense of the Community Garden Group. Any signage must be approved by the CMS Parks Development Supervisor or designate. Refer to Municipal Permanent Sign by-law 5695-05;

- 3.8.2** The Community Garden Group must receive prior approval from the Town for the operation of any heavy equipment, otherwise no vehicles shall be allowed on the Community Garden site as indicated in Municipal Parks by-law 5066-02.

- 3.8.3** Parking is allowed in designated parking spots as per Municipal Parks By-law 5066-02.

- 3.8.4** All costs and expenses associated with the Community Garden including but not limited to the initial construction, sustained operation, maintenance, insurance and tools/equipment shall be borne by the Community Garden Group at no cost to the Town.

- 3.8.5** The Community Garden Group is responsible for sourcing and providing their own equipment such as garden tools, sheds, rain barrels, water, compost bins etc. The Town will not purchase or provide any equipment.

3.8.6 The Town does not provide water sources on Town owned or leased/licensed land therefore the water source must be resourced by the Community Garden Group.

3.8.7 The Town will not be responsible for theft, damages or vandalism to the Community Garden infrastructure, equipment or vegetation.

3.9 Construction and Conditions of Use

3.9.1 The Community Garden Group must agree to establish and operate the Community Garden for at least five (5) years. It must be managed and maintained to the satisfaction of the Town.

3.9.2 Wood or timber used to construct the Community Garden must be untreated. No materials unauthorized by the Parks Development Supervisor or designate will be allowed.

3.9.3 Additional soil and fertilizers, peat moss or compost, if desired, are the responsibility of the Community Garden Group to provide.

3.9.4 The use of environmentally sustainable gardening practices must be followed in all Community Gardens and all Community Garden Group members must agree to abide by the Province of Ontario's Pesticide Act 63/09. Chemical insecticides, herbicides, fungicides, animal poisons, chemical fertilizers, and other non-organic materials are prohibited in all Community Gardens.

3.9.5 Only organic soil amendments are allowed in the Community Garden. Insecticidal soaps may be used in the control of pests and compost and composted manures may be used in soil conditioning and fertilization.

3.9.6 The Town supports water conservation and consequently garden plants must be hand watered. The Community Garden Group is encouraged to investigate other water conservation techniques that work in conjunction with hand watering, such as clay pot irrigation, furrowing and mulching. Other water conservative irrigation methods may be utilized with prior approval by the Town.

3.9.7 Produce or ornamental plants grown in plots within the Community Garden will be for the personal use and consumption of the Community Garden Group or for donation to charitable causes and/or local food banks. Produce from the Community Garden sold by the Community Garden Group.

3.9.8 The production of illegal plants or invasive plants within the Community Garden is prohibited.

3.9.9 All private or public events hosted at the Community Garden site will require additional Town approvals.

3.10 Retention and Closure

- 3.10.1** The Community Garden is open from dawn to dusk, seven days a week during the growing season, typically from April to October. The Community Garden must be closed for the season by November 1. The seasonal closure of the Community Garden is to include the disposal of all garbage and refuse, the removal and/or secured storage of all tools and equipment and a general tidying of the garden space and planting beds.
- 3.10.2** The protection and retention of existing sites is an essential part of this policy. The Town endeavours to partner with non-profit organizations and/or groups to support the promotion, retention and enhancement of existing Community Garden sites as a valuable use of the Town owned lands.
- 3.10.3** At the end of the five (5) year period, the Community Garden Group must submit a new completed Community Garden Application Form and Agreement Form if the Community Garden Group wishes to renew for at least another five (5) years.
- 3.10.4** At the end of the five (5) year period, if the Community Garden Group chooses not to continue to operate the Community Garden, the Community Garden Group must submit written notification to CMS, Supervisor of Parks Development or designate. The Community Garden Group, at their own cost, will be responsible for the remediation of the garden site back to its original pre-garden condition. The remediation shall include the removal of all items (equipment, tools, shed, timbers, beds, borders etc.), the grading/smoothing of the topsoil and the planting of original vegetated ground cover. The remediation of the site shall be coordinated with CMS prior to the commencement of the work.
- 3.10.5** The Community Garden Group's use of the site can be revoked for non-compliance with any Town agreement, by-law and/or provincial regulations. The Community Garden Group has a maximum of 14 days to comply, once given written notice. If not in compliance, the Town has the authority to void the Community Garden Agreement with the Town, and remove the Community Garden if not actively utilized and/or maintained by the Community Garden Group.
- 3.10.6** The Community Garden Group's use of the site can be revoked if the property is required for other purposes. The Community Garden Group will be given 30 days notice prior to the Town revoking the use and agreement.
- 3.10.7** If the CMS Department deems the Community Garden is no longer in operation by the Community Garden Group, CMS will work with the Operational Services Division to return the site back to the original condition.

Appendices

- Appendix 1** Community Garden Application Form
- Appendix 2** Community Garden Conditional Approval Letter
- Appendix 3** Community Garden Agreement Form
- Appendix 4** Community Garden Final Approval Letter
- Appendix 5** Community Garden Monthly Inspection Log Sheet

Original Approved and Signed.

Matthew Gaskell, Chief Administrative Officer, x2211

August 28, 2017

Date

Community Garden

Attachment #1

Application Form

Town of Whitby Community and Marketing Services Department

500 Victoria Street West, Whitby, ON L1N 9G4

Phone: 905.430.4310 Fax: 905.668.5933

Email: parks.rec@whitby.ca

Web: www.whitby.ca



This application is for the establishment of a Community Garden on lands owned or leased/licensed by the Town of Whitby. I, the undersigned, do hereby acknowledge that our Community Garden Group will adhere to the Community Garden Policy and Procedure.

(i) Authorized Group Representative (AGR) Information:

First Name	Last Name	
Phone Number	Email Address	
Community Group Name	Date (dd/mm/yyyy)	
Is this a Community Garden renewal? (circle one)	Yes	No
Signature of AGR	Date (dd/mm/yyyy)	

(ii) Community Garden Group Core Members

First Name	Last Name	Signature	Address	Phone Number

In the space above, list the names of a minimum of 5 people within the Community Garden Group that are responsible for implementing the Community Garden Policy and Procedure.

(iii) Community Garden Group participants

If the Community Garden Group exceeds the minimum requirement, please provide the number of additional members (excluding the five (5) core members)

Number of additional members _____

(iv) Site Plan (Property Information and Site Information)

Please provide the name and/or address of the site where you are proposed to establish the Community Garden.

Please provide, on a separate sheet, a drawing of the Community Garden showing the exact location on the site, the approximate size of garden, the proposed number of plots____ and any other structures you intend to construct or place on the land (i.e. fencing, garden shed, compost bin, etc.). Refer to Sections 3.2.7 and 3.2.8 of the Community Garden Procedure. Please consult the Community and Marketing Services Department, Supervisor of Parks Development or designate if you require assistance.

(v) Commitment to Operate the Community Garden

Commitment to operate a Community Garden for a minimum 5 years. Refer to the Community Garden Procedure, Section 3.3.	AGR Signature
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(vi) Submit this Application Form to the Town.

The AGR will be contacted by the CMS, Supervisor of Parks Development or designate.

I, the undersigned, do hereby acknowledge that we are submitting this form, we are aware that we need to obtain Conditional Approval and then Final Approval in order to develop the Community Garden.

AGR First Name	AGR Last Name
AGR Signature	Date (dd/mm/yyyy)

Community Garden Checklist

This Checklist provided below is for the Community Garden Group/AGR. It is for your records only. Please do not submit this Checklist to the Community and Marketing Services Department. It is available to you to ensure that you have submitted the necessary information and there are resources listed to help guide you along the Application and Approval Process.

Before submitting the Application Form, we have ensured that:

- ☐ The proposed Community Garden site is located on Town owned or leased/licensed lands.
- ☐ Our Community Garden Group has an Authorized Group Representative (AGR). Refer to Section 3.1.2 and 3.3.1 (1)(a)(i) of the Community Garden Procedure.
- ☐ Our Community Group has at least 5 Community Garden Group Core Members. Refer to Section 3.1.3 and 3.3.1 (1)(a)(ii) of the Community Garden Procedure.
- ☐ Our Community Garden Group will operate the Community Garden for at least a five (5) year period. Refer to Sections 3.3.1(1)(a)(v) of the Community Garden Procedure.
- ☐ The location of the Community Garden site meets the requirements stated in Section 3.2.7 of the Community Garden Procedure.
- ☐ Our Community Group has a Site Plan.
 - The Site Plan contains all the information in the Community Garden Procedure, Section 3.2.8.
 - The Site Plan meets Accessibility requirements stated in Section 3.2.10 of the Community Garden Procedure.
- ☐ Our AGR has filled out the Community Garden Application Form sections (i) to (vi) and submitted it to the Supervisor of Parks Development or designate in the Community and Marketing Services Department.

We have submitted our Application Form, now we must:

- ☐ Wait for the Community Consultation to be completed.

The Town will consult with the community and special interest groups about our proposed Community Garden and they will be given the opportunity to comment. Refer to Section 3.4 of the Community Garden Procedure.
- ☐ Submit our Community Garden Group Agreement.

Create a Community Garden Group Agreement, provide a copy to the Supervisor of Parks Development or designate for approval. Our Community Garden Group Agreement outlines everything in Section 3.5 of the Community Garden Procedure.
- ☐ Soil Test.

If the Town has deemed a Soil Test necessary; it must be conducted, as required by the Community Garden Procedure. The Town will coordinate the Soil Test, however, the cost is to be borne by the Community Garden Group. Refer to Section 3.7 of the Community Garden Procedure.

For Conditional Approval to be granted, Community Consultation must be completed. The Soil Test, (if deemed necessary by the Town) must be completed and considered suitable, and the Community Garden Group Agreement must be received. The Town will then issue a Conditional Approval Letter indicating the Community Garden Group can move forward with obtaining insurance. Refer to the Community Garden Procedure, Section 3.3.

We have been granted Conditional Approval through a Letter of Conditional Approval from the Town, now we must:

☐ Obtain insurance.

The Community Garden Group must have Insurance. The Town's Certificate of Insurance Form or a form satisfactory to the Town must be completed. Refer to Section 3.6 of the Community Garden Procedure.

☐ Sign and submit the Community Garden Agreement Form.

The AGR must complete and sign the Community Garden Agreement Form, Appendix 3. The original must be sent to the Supervisor of Parks Development or designate. Refer to Section 3.6 in the Community Garden Procedure.

☐ Obtain approval for the Community Garden Group Agreement from the Town.

The copy of the Community Garden Group Agreement was submitted to the Town (after the Conditional Approval was granted) for review and approval. The Town has reviewed the Community Garden Group Agreement and may have asked the AGR to incorporate specific changes. The changes have been incorporated and our Community Garden Group Agreement has been approved by the Town and ready to be implemented. Refer to Section 3.5 in the Community Garden Procedure.

For Final Approval to be granted the Community Garden Group needs to obtain insurance for the Community Garden, the Agreement Form must be signed and submitted, and the Community Garden Group Agreement has to be approved by the Town. The Town will then issue a Final Approval Letter indicating the Community Garden Group can develop the Community Garden. Refer to the Community Garden Procedure, Section 3.3.

We have been granted Final Approval through a Letter of Final Approval from the Town, now we must:

☐ Develop our Community Garden according to the Plans which were approved by the Town.

☐ Ensure the Community Garden members adhere to the Community Garden Group Agreement that was approved by the Town.

☐ Adhere to the entire Community Garden Policy and Procedure.

☐ Provide the information to the Community and Marketing Services Department as requested for statistical purposes in the Community Garden Procedure, Section 2.3.(6)

If you have any questions, please contact the Community and Marketing Services Department, Supervisor of Parks Development or designate.

Resources

Canadian Organic Growers - www.cog.ca

Durham Sustain Ability - www.sustain-ability.ca

Durham Integrated Growers - www.durhamdigs.ca

Region of Waterloo, Public Health Community Gardens - chd.region.waterloo.on.ca/en/partnersprofessionals/communitygardens.asp

Toronto Public Health publication - From the Ground Up: Guide for soil testing in urban gardens

Whitby Smoking By-Law - whitby.ca/en/residents/Smoking-in-Outdoor-Public-Places.asp

Existing Community Gardens in Whitby (not on Town owned property)

- Hebron Community Garden, 4240 Anderson Street
- St. Johns Anglican Church Community Garden, 150 Victoria St. East
- Whitby Ajax Garden Project, Whitby Ajax Border, 5770 Halls Rd North, east side of Lakeridge Road, south of Winchester Road West - www.plantingthefuture.ca



Town of Whitby
Community and Marketing Services Department
500 Victoria Street West, ON L1N 9G4
www.whitby.ca

[DATE]

Authorized Group Representative
Home Address

Re: Community Garden at [INSERT PARK NAME]

Dear _____:

Thank you for your interest in establishing a Community Garden located at _____ (Park/Open Space Name and Address).

Issuance of this letter acknowledges the Community Garden Group has received Conditional Approval, the soil test, if required, was deemed suitable and the Community Consultation has been completed. The Town supports the project, contingent upon obtaining insurance for the Community Garden.

You will receive a Final Approval Letter when:

- Proof of insurance has been received and considered satisfactory;
- The Town's Agreement Form has been submitted and considered satisfactory; and,
- Your Community Garden Group Agreement has been approved.

Following your receipt of the Final Approval Letter, you will then be able to proceed with construction of the Community Garden.

Questions concerning the project should be directed to the Community and Marketing Services Department, Supervisor of Parks Development at 905.430.4310.

Best of luck with your Community Garden!

Sincerely,

Signature Name, Title, Division
Contact Phone #

Email Address.

Community Garden

Attachment #3

Agreement Form

Town of Whitby Community and Marketing Services Department

500 Victoria Street West, Whitby, ON L1N 9G4

Phone: 905.430.4310 Fax: 905.668.5933

Email: parks.rec@whitby.ca Web: www.whitby.ca



This Agreement Form is for the establishment of a Community Garden on lands owned or leased/ licensed by the Town of Whitby. I, the undersigned, do hereby acknowledge that the Community Garden Group will adhere to the Community Garden Policy and Procedure as well as in this form.

Community Garden Group Agreement

All of the Community Garden Group current members and new members shall adhere to the Community Garden Group Agreement approved by the Town which was dated on (dd/mm/yyyy)

Initials

Site Plan

The Community Group will adhere to the Site Plan approved by the Town. Refer to the Community Garden Procedure, Section 3.2.

Initials

Community Garden Policy and Procedure

The Community Group will adhere to the entire Community Garden Policy and Community Garden Procedure.

Initials

Commitment

The Community Garden Group will commit to operating the Community Garden for a 5 year term. Refer to the Community Garden Procedure, Section 3.1.

Initials

Insurance

Where the Community Garden Group is operated and/or tended by an incorporated Community Garden Group or other incorporated entity, the Community Garden Group at its sole cost and expense, carry and maintain in full force and effect and any renewals thereof, Commercial General Liability Insurance including products and completed operations in the amount of two million dollars (\$2,000,000) per occurrence naming the Town of Whitby as additional insured and be completed on a certificate of insurance form satisfactory to the Town. Where the Community Garden Group is not operated as an incorporated entity, insurance can be purchased through the Town's user group insurance program. CMS to refer to risk management to confirm eligibility upon the completion of the Community Garden Application Form in accordance with section 3.3.1.

Initials

Hold Harmless and Indemnification

In consideration of the Community Garden Group participating in the Community Garden for a five (5) year term commencing (DATE) _____ at (LOCATION), _____

The Applicant (AGR) _____

On behalf of the Community Garden Group _____

will indemnify, defend and save harmless the Corporation of the Town of Whitby, its elected and appointed officials, employees and agents, (the "Town") from and against all losses, claims, damages, actions, causes of action, costs of expenses (including but not limited to legal fees, disbursements and taxes on a solicitor-client basis) that the Town may sustain, incur, suffer or be put to at any time before, during, or after expiration or termination of the Agreement, arising out of or occurring directly or indirectly out of the issuance of the Agreement, or any act or omission of the Applicant or any agent, volunteer, participant, employee, officer, director or subcontractor of the Applicant.

AGR Name (Please Print)

Witness Name (Please Print)

AGR Signature

Witness

Address

Date (dd/mm/yyyy)



Town of Whitby
Community and Marketing Services Department
500 Victoria Street West, ON L1N 9G4
www.whitby.ca

[DATE]

Authorized Group Representative
Home Address

Re: Community Garden at [INSERT PARK NAME]

Dear _____:

Thank you for your interest in establishing a Community Garden located at _____ (Park/Open Space Name and Address).

Issuance of this letter acknowledges the Community Garden Group has received Final Approval, the conditions have been met, and the Town supports the project. You can now proceed with construction of the Community Garden. The responsibilities you and the Town will need to fulfill are stated in the Community Garden Policy, Community Garden Procedure, and the Agreement Form. These responsibilities must be followed in order to ensure a successful project.

Questions concerning the project should be directed to the Community and Marketing Services Department, Supervisor of Parks Development at 905.430.4310.

Best of luck with your Community Garden!

Sincerely,

Signature Name, Title, Division
Contact Phone #
Email Address.

Town of Whitby Community Garden Monthly Inspection Log Sheet – Town Staff

Location	Time	Day of Week	Year	Month	Day
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Monthly Community Garden Inspection Checklist

Inspected	Notes	Corrective Action Taken	Staff (Please Print Name)
To conform to approved plans and signed agreement (example: shed appropriate size and location, fencing, encroachment of garden plots beyond)			
Shed			
Fencing			
Garden Plots			
Compost Area			
Other			
Safety Issues			
Notes:			