

## **Community Garden Agreement: between the City of Ottawa, Community Gardening Network, and Community Garden Group.**

This agreement is supplementary and in addition to License of Occupation Agreement. The parties to this agreement acknowledge and agree that this agreement is supplementary and in addition to the License of Occupation Agreement that the City requires from the Community Garden Group in relation to its use of the community garden that is described in this agreement and that is located on land that is owned by the City and non-City land.

### Purpose of this agreement

The purpose of this agreement is to describe the roles and responsibilities of the City, the Community Garden Group, and the Community Gardening Network with respect to the development and sustainability of a particular community garden, (the location of which is described on page 4 of this agreement), which roles and responsibilities are more particularly described in the City's Community Garden Action Plan, approved by City Council October, 2004.

### **City of Ottawa:**

The City of Ottawa supports the development and sustainability of community gardens in Ottawa through its commitment to the Community Garden Action Plan (approved by Ottawa City Council, October 2004).

The Community Garden Action Plan includes support for community garden development by:

- Provision of an annual Community Garden Development Fund for the development of new gardens and the enhancement of existing gardens.
- Provision of a community garden staff liaison function who facilitates and coordinates with City Stakeholders all requirements for the development and sustainability of Community Gardens.
- Assisting in the identification of and access to community garden space
- Identifying City-owned space that has minimal development potential for community gardens
- Providing a standardized license of occupation, with a 180 day cancellation clause, for community gardens on City land
- Permitting community garden groups to be included in the City of Ottawa Community Association Group Liability Coverage
- Allowing water access and use where City of Ottawa infrastructure exists and ensure maintenance of existing water systems

Please see Appendix 1 for full Community Garden Action Plan recommendations.

## **Role of the Community Gardening Network**

The City of Ottawa also supports community gardens through Renewable Funding to the Community Gardening Network, sponsored by Just Food. The Community Gardening Network (CGN) of Just Food will support the development of community gardens in Ottawa by:

- Providing access to information on the development and operation of community gardens
- Actively assisting interested groups in searching for suitable land for the development of community gardens
- Providing support to facilitate sustainable gardening practices, such as water efficiency and healthy gardening practices, as related to the pesticide reduction strategy
- Providing workshops and resources on skills required for establishing community gardens, including start-up skills, facilitation skills, organic gardening skills, food preservation skills
- Developing a Citywide network to support the creation of new gardens and offer networking opportunities for existing community gardens to share expertise and resources
- Administering the Community Garden Development fund, providing assistance in accessing other funding, assisting with resourcing supplies
- Promoting the Plant-a-row, Donate-a-row project among gardens

## **Once a site has been located, the community garden group agrees to the following conditions regarding the development and ongoing use of a community garden:**

- In collaboration with the Community Gardening Network, and other supportive non-profit organizations, the community garden group will demonstrate community support for the garden
- The garden will be developed and maintained at no cost to the City, except for the provision of the Community Garden Development Fund and as otherwise specified in the Community Garden Action Plan. It is understood that the CGN and individual gardens may apply to other City and non-City funding opportunities.
- When on City land, a standardized licence of occupation must be signed by the garden group and the City before the site can be developed
- A garden site plan, including layout of the plots, must be developed by the community garden group and approved by City staff when on City land. A garden site plan may need to be approved by the property owner and/or by a sponsoring organization if on non-City land.
- Installation of any community garden feature, including and not limited to fences or sheds, must receive prior consent from City staff, if on City land, and by property owners if on non-City land.
- The use of organic practices must be followed. Organic practices mean that chemical insecticides, herbicides, fungicides and fertilizers are prohibited in the garden. Only Diatomaceous Earth and Insecticidal Soaps may be used in the control of pests. Only compost and composted manures may be used in soil conditioning and fertilization.
- A plan for water use must be followed with an emphasis on water conservation.
- Produce grown in the community garden is for the personal use and consumption of the individuals involved in the community garden, sale of any produce grown in the community garden is prohibited. (See Appendix 2: zoning bylaw)
- Allotment of garden spaces for the first year must be made from an open and fair process, with sufficient communication and notice given throughout a neighbourhood as to how someone would be able to join.
- Allotment of garden spaces after the first year must be made in a fair and equitable manner, with preference given to those living in the neighbourhood, and to those with no garden plots elsewhere.

- Communal plots, children's plots and food bank plots (where food is planted, cared for by a group of gardeners and donated to the nearest emergency food distribution point in the neighbourhood) are encouraged.
- Garden practices shall comply with all City policies and by-laws, including pet bylaws, noise bylaws, etc. For more information, see [www.ottawa.ca](http://www.ottawa.ca).
- The community garden group will designate one contact person who will sign the partnership agreement on behalf of all the garden members, recognizing that individual user agreements will also be signed by each gardener to ensure that all gardeners are responsible for developing and maintaining gardens as outlined. All community gardens are responsible for developing and administering their own user agreements, which would be signed by all gardeners at the beginning of each season. User agreements would include terms of use, management responsibilities, access procedures, procedures for plot allocation, garden maintenance, adherence to organic gardening practices and other general guidelines as decided by each garden group, in agreement with the requirements stated in the above sections. The Community Gardening Network can provide sample user agreements and assist with the development of one.
- The following information will be communicated by the community garden group to the Community Gardening Network:
  - When the AGM/Start-up meeting will be held, with at least 2 weeks notice.
  - Copies of the budget and all minutes
  - Information on the garden and gardeners that will provide a statistical picture of community gardening in Ottawa and help to establish more community gardens. This information will include;
    - number of gardeners participating
    - number of plots available for new gardeners
    - number of people on the waiting list
    - what fees are charged for a plot
    - anonymous info on gardener demographics

**Community Garden name:**.....

**Community Garden Address:**.....

**(facility or park name if applicable):**.....

**Community Garden Contact Name:**.....

**Address:**.....

**Postal Code :**..... **E-mail:**.....

**Phone: (day)**.....**(evening)**.....

**Alternate/back up contact name:**.....

**Address:**.....

**Postal Code** ..... **E-mail** .....

**Phone Number (day)**.....**(evening)**.....

**This Participation Agreement is valid for the period between**

..... **and** .....

**Community Garden Contact Name:**.....

**Signature:**.....**Date:**.....

**Just Food/CGN Name:**.....

**Signature:**.....**Date:**.....

**City of Ottawa Community Garden Liaison Name:**.....

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**Signature:**.....**Date:**.....

## Appendix 2: Zoning By-law for Community Gardens

### Community Garden (Section 82)

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82. (1) Where permitted, a **community garden** must comply with the following provisions:
- (a) it is not a commercial operation;
  - (b) the produce grown is for the personal use and consumption of the individual working the **community garden**, and
  - (c) no vehicle, equipment, building or structure of any sort, including an arbour or other such supporting structure, is permitted within 1.5 metres of a public street.
- (2) No parking is required for a **community garden**.
- (3) Despite subsection (2), where vehicular gardening equipment or a personal vehicle, including a passenger vehicle, is used in conjunction with a **community garden**, that gardening equipment and that personal vehicle must be parked on the same lot as the **community garden**.