

## **POLICY MANUAL**

**POLICY NUMBER: PUBLIC WORKS-028**

**SUBJECT: COMMUNITY GARDENS POLICY**

### **POLICY STATEMENT: (Purpose/Objective)**

The City of Brantford recognizes that community gardens contribute positively to environmental, social and economic sustainability, as well as overall community development. The purpose of the Community Gardens Policy is to:

- Provide a framework for establishing and managing successful community garden initiatives to foster a larger community garden network within the City of Brantford.
- Ensure that community gardens nurture a more integrated urban community and increase civic engagement.
- Encourage a community culture that recognizes and places a priority on sustainability.
- Promote the cultivation of local, healthy and affordable food within the community.
- Provide healthy food to members of the community who may not otherwise have access to improve food security.

## **RELATED POLICY PROCEDURES/GUIDELINES:**

### **1. Application**

This policy applies to all City-owned Parks and public properties.

### **2. Definitions**

For the purposes of this Policy, the following terms shall have the following meanings:

- 2.1 “Allotment Community Garden” means a garden where individual plots are made available for use by individuals or organizations, including businesses, in exchange for a fee.
- 2.2 “Application” means the application form for a Community Garden applicant to fill out.
- 2.3 “Applicant” means the person or organization making the Application.
- 2.4 “City” and “City of Brantford” are used interchangeably and both mean The Corporation of the City of Brantford.
- 2.5 “City Representative” means the staff person from the Parks and Recreation Department appointed by the Director of Parks and Recreation to oversee the Community Gardens Program on behalf of the City of Brantford.
- 2.6 “Community Gardens” means a garden or gardens established on land owned by the City where residents of Brantford, including non-profit groups, institutions, and corporations based in Brantford, can meet to grow and care for a variety of plants, including, fruits, vegetables, herbs, flowers, native and/or ornamental plants for communal use and enjoyment, and shall include Communal Community Gardens and Allotment Community Gardens.
- 2.7 “Communal Community Garden” means a garden that is managed and gardened collectively by a group of volunteers, the produce from which is made available to the volunteers, residents of Brantford, and organizations based in Brantford for free.
- 2.8 “Licensee” means a legal entity, including a person, who has followed the application process set out in this Policy and has been awarded the rights to operate a Community Garden in accordance with this Policy.
- 2.9 “End of Year Harvest Survey” means an online annual survey distributed to community garden groups and community garden volunteers to build data related history with garden locations and highlight stories.

2.10 “Parks and Recreation” means the Parks and Recreation Department of the City of Brantford.

2.11 “Policy” means this Community Gardens Policy.

### **3 Related Guidelines and Documents**

- Community Garden Application
- Community End of Year Harvest Survey
- Community Garden Site Selection Criteria

### **4. Application and Licensing Process**

4.1 All requests for Community Gardens must follow the application process set out below:

- A. Interested Applicants will fill out an Application and submit the completed Application form to the City Representative by March 1<sup>st</sup> in the year for which the Application applies.
- B. The Applicant must be a formally incorporated organization (such as a registered charity, incorporated non-profit, registered business, etc.)
- C. The City Representative will review all completed applications for consideration. The City Representative will use the Site Selection Criteria (refer to Community Garden Site Selection Criteria document) to determine the feasibility of a Community Garden at the location identified in the application. All incomplete Applications will be returned to the Applicant with instructions to properly complete the Application, when the Applicant can be reached.
- D. The City Representative will coordinate a consultation/notification process with the Ward Councillors and neighbours near the potential Community Garden site, where the proposed site is a new site and not a site that has been used in the year prior to the year in which the Application was made.
- E. Upon review, the City Representative will advise the Applicant of the acceptance or rejection of the Application (including rationale for rejection).
- F. If an Application is accepted, the City Representative will provide the Applicant with a Licence Agreement in a form and with such content as may be approved by Legal and Real Estate Services.

	<p>G. The City Representative will work with the Applicant to draft and submit a detailed description and/or site plan outlining the proposed layout of the garden.</p> <p>H. The Applicant will execute the Licence Agreement and provide the City Representative with proof of insurance in amounts satisfactory to the City's Coordinator of Risk Management &amp; Insurance.</p> <p>I. Upon completion of steps A to I, the Applicant will be considered the Licensee and shall be entitled to use the Community Garden for the time period specified in the Licence Agreement.</p>
4.2	All licenses for Community Gardens will only be for the period of May 1 <sup>st</sup> to October 31 <sup>st</sup> of the year in which the Application is submitted. See 4.8 for requirements for renewal
4.3	Minimum setbacks of 3 meters from the edges of the Community Garden to surrounding amenities, property lines, hedgerows and trees may be required to allow for regular park maintenance.
4.4	Licences for Community Gardens and/or plots within Allotment Community Gardens will be granted on a first come first served basis.
4.5	Notwithstanding subsection 4.4 above, where two Applications are received for the same Community Garden site, and where the first Applicant already holds a Licence for a Community Garden and/or a plot at another location within the City of Brantford, the Licence will be granted to the second Applicant, except if the second Applicant also holds a Licence for a Community Garden and/or plot within the City of Brantford.
4.6	The Licensee will be fully responsible for the Community Garden and for all persons who attend at the Community Garden to garden, harvest, construct, or otherwise work or support the Community Garden. The Licensee will represent all gardeners and volunteers for the Community Garden and will serve as the main contact person with the City of Brantford.
4.7	The City Representative will not approve more Applications than what the current budget for the Community Gardens reserve fund can support for the year in which the Applications are made.
4.8	Following the completion of a year of operation, the Applicant or representative from the Applicant Group is responsible for submitting an End of Year Harvest Survey to the City Representative highlighting the performance of the Garden. Upon review of the End of Year Harvest Survey the City will determine if the lease agreement is to be renewed.

**5. Community Gardens: Conditions of Use**

- 5.1 Community Gardens will produce edible and ornamental plants for the personal use of the community members or for donation to charitable causes and/or local food banks. At no time may the produce from the Community Garden be sold.
- 5.2 Community Gardens are to be kept accessible to the general public at all times.
- 5.3 Community Gardens are to be operated in a safe, respectable and transparent manner.
- 5.4 Use of chemicals is strictly prohibited.
- 5.5 The use of motorized equipment is prohibited at Community Gardens.
- 5.6 All instances of theft, vandalism or violence must be reported to the City Representative immediately.
- 5.7 Site enhancements or modifications not included and approved pursuant to the original Application process, including the installation or erection of structures at the site, are prohibited, except where said enhancements/installations receive prior, written, approval from the City Representative.
- 5.8 Complaints relating to Community Gardens are to be provided, in writing, to the City Representative, who will be responsible for seeking input and advice from the necessary City Departments and then coordinating a response to the complainant.
- 5.9 Community Gardens will at all times be operated in accordance with all applicable laws.
- 5.10 Upon termination of the Licence, the site upon which the Community Garden is located will be returned to its original condition at the sole cost and expense of the Licensee.
- 5.11 No signs are permitted at the Community Garden except those signs erected by the City.

**6. City Responsibility**

- 6.1 Without limiting the generality of any other provision of this Policy, the City of Brantford will demonstrate its support for Community Gardens by:

- A. Compiling and maintaining an inventory of suitable sites for Community Gardens.
  - B. Assisting in the development and ongoing review of this Policy and the Licence Agreement for Community Gardens.
  - C. Providing funding for the start-up and maintenance costs of Community Gardens.
  - D. Providing, subject to the availability of resources, and subject to approval of funds for the Community Gardens' reserve fund pursuant to the City's budget process each year: rototilling and transportation of topsoil and mulch, as well as the provision of water sources and backflow preventer (if community gardeners are unable to provide this on their own). In the event a water service is not readily available to the site, the City will provide a suitable alternative.
  - E. Implementing a community consultation process prior to the approval of a new Community Garden, including, but not limited to, holding a public open house and circulating notice of said open house to all residents living within 400 m of the property boundary where the proposed garden site is located. Where Community Gardens are to be located in public parks, notification will be provided to all residents within the park catchment area (as approved by the City Representative).
  - F. Regularly inspecting Community Gardens to evaluate the needs of garden and assess compliance with this Policy.
- 6.2 The City of Brantford is not responsible for the loss, damage, injury or any other type of incident or claim arising from the creation, operation, products or condition of the Community Garden.
- 6.3 The City retains the right to stop any activities it deems to be unsafe, and to revoke any Licence and remove any Community Garden that the City, in its sole discretion, deems to be operating in contravention of this Policy, or deems to be a health or safety risk to the public or a risk to the City.
- 6.4 The City retains the right to decommission and remove any Community Garden that the City, in its sole discretion, determines is in a location that is no longer suitable or no longer meets the Site Selection Criteria
- 6.5 In no event will the City be responsible for compensating any gardeners, Licensees, volunteers or other participants for loss of produce, for their time or work on the Community Garden, arising from or in any way related to the City's exercise of discretion pursuant to this Policy.

Date of Enactment: June 28, 2016	Related By-law Number/Staff Report Number: By-law 95-2016/Task Force Report
Review and Amendment Dates: November 28, 2023	Department Responsible for Review: Parks & Recreation
Date of Next Review November 28, 2025	Applicable Legislation/Legislative Authority: