



**City of Kingston**  
Policies and Procedures  
Recreation and Leisure Services

**DRAFT**

**Community Gardens –  
Development and Operations**

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**Approval:**

## 1.0 PURPOSE

**This policy is in addition to the By-Law to Provide for the Regulation Use of Parks and Recreation Facilities of the Corporation of the City of Kingston - By-Law No. 2009-76, the Province of Ontario's Pesticide Act 63/09 and Environmental Protection Act 153/04.**

The City of Kingston recognizes community gardening as a valuable activity that contributes to sustainable urban living, community development, health and well-being, positive social interactions, environmental education, protection and use of open space, and enhanced food security through economical, nutritious food production. The City of Kingston encourages community gardening by collaborating with non-profit groups and/or neighbourhood associations in the development, operation and management of community gardens. This policy applies to municipally owned lands.

For the purpose of this policy, a 'community garden' is defined as a site operated by garden members and/or a community organization where municipally owned lands are used for growing produce, flowers, native and ornamental plants, and perennials for non-commercial use through individual or shared plots.

A community garden **may** have the following features:

- Provide garden members with plots and amenities such as water, soil tilling, and shared tools, usually in exchange for a fee or

- voluntary labour;
- Provide compost bins, tool storage sheds and other provisions necessary for the operation of the community garden subject to City approval;
- Post signage identifying the area as a community garden.

A community garden **may** have the following roles:

- Promote the production of local, healthy and fresh food in an urban setting;
- Enhance local food security;
- Provide demonstration gardening and other environmental education activities to encourage the involvement of schools, youth groups and senior citizens in gardening activities;
- Host harvest festivals and other family-oriented activities that encourage positive social interactions among all community members;
- Encourage partnerships with other community organizations;
- Donate surplus food to local food banks or other organizations.

The main goals of this policy are to:

- Ensure equal access and opportunity to all community gardens by developing a uniform framework that will continue to allow for flexibility in the development, management and operation of each community garden;
- Recognize the increasing demand for community gardening spaces throughout the City of Kingston;
- Acknowledge the value of community gardens as a way to promote sustainable food production and greening of the City;
- Establish the City's role as a facilitator and supporter of community gardening in the City of Kingston.

## 2.0 REVISION HISTORY

Date	Rev. No.	Change	Ref. Section
	1.0	New document	Not applicable

### 3.0 DEFINITIONS

In this policy, these terms have the following meanings.

**a. "Accessibility"** shall be defined as barrier free accommodations for persons with a diversity of abilities.

**b. "City"** shall be defined as the Corporation of the City of Kingston, or its representatives.

**c. "Communal plot or garden"** shall be defined as a shared garden space for cultivating vegetables, fruits, herbs, native plants and/or ornamentals that is available to all garden members.

**d. "Community garden"** shall be defined as a site operated by community members and/or a community organization where municipally owned lands are used for the growing of produce, flowers and native plants for non-commercial use through individual or shared plots located on municipally owned lands; garden members and/or the community organization take initiative and responsibility for developing, managing, operating and maintaining the garden area; and educational, environmental and/or community building activities are undertaken to encourage the involvement of all citizens.

**e. "Community Garden Agreement"** shall be defined as the written terms and conditions, developed and administered by each individual community garden, that all garden members must agree to abide by.

**f. "Community Garden Partnership Agreement / Permit"** shall be defined as the written terms and conditions that the City and the partnering organization or group agree to abide by, including those contained within Section 6.0 of this policy.

**g. "Community Gardens Program Coordinator"** shall be defined as a representative from the City's Recreation and Leisure Services Department who acts as the first point of contact and as a resource for all community gardening inquiries, and works with all community gardening groups to support and facilitate the development of community gardens within the City.

**h. "Donation plot or garden"** shall be defined as a plot where food is planted, cared for, and harvested by a group of volunteer garden members and donated to a local food bank, soup kitchen or other such related organization.

**i. "Drainage swale"** shall be defined as a low track of land, especially one that is moist or marshy for the purpose of capturing surface runoff.

**j. "Floodplain"** shall be defined as a low plain adjacent to a river that

is formed chiefly of river sediment and is subject to flooding.

**k. "Garden Coordinator or Executive"** shall be defined as an individual or group that has been elected by the garden members to oversee management and coordination of a specific community garden and whom will sign the Community Gardens Partnership Agreement on behalf of all other garden members where applicable.

**l. "Irrigation"** shall be defined as the artificial means of supplying water to plants.

**m. "Maintenance"** shall be defined as the practice of keeping the garden in operational condition for public use.

**n. "Membership"** shall be defined as the privilege conferred upon garden members to access the community garden for gardening or non-gardening purposes in exchange for certain responsibilities fulfilled by each member.

**o. "Municipally owned lands"** shall be defined as land in which the Corporation of the City of Kingston has ownership.

**p. "Notice of disruption"** shall be defined as conspicuous signage, direct verbal communication and / or the distribution of written communication describing any temporary interruption of community garden use, stating the location and the expected duration of the interruption.

**q. "Stormwater management pond"** shall be defined as an element of an urban drainage system used to control flooding by temporarily storing flood waters.

**r. "Youth plot or garden"** shall be defined as a shared garden space for cultivating vegetables, fruits, herbs, native plants and/or ornamentals that is available to all youth.

#### **4.0 SUPPORT FOR COMMUNITY GARDENS**

The City of Kingston supports community gardening through its commitment to working with community partners to facilitate the development, operation, management and maintenance of community gardens. The City will provide support by:

1. Designating the City's Recreation and Leisure Services Department responsible for the development, implementation and management of all policies, procedures and regulations regarding community gardens;
2. Appointing a representative from the City to act as the

- Community Gardens Program Coordinator that will serve as a first point of contact for all existing and new community gardens in the City. The selected individual must agree to complete, or already have completed the City's Accessible Customer Service Training Program. The Community Gardens Program Coordinator will be responsible for ensuring that the City provides equal access and support to all community gardens as outlined in this section of the policy;
3. Providing assistance with the development and administration of the Community Garden Agreement;
  4. Establishing an annual community gardens start-up and enhancement fund of \$3,000 for the development of new community gardens (funding up to \$750 per proposal) and the enhancement of existing community gardens (funding up to \$500 per proposal);
  5. Providing information to garden members, partnering organizations and groups regarding other sources of funding and, subject to available resources, assisting with the funding application process;
  6. Supporting the development of donation plots through the provision of extra funding from the community gardens start-up and enhancement fund for the construction of garden plots and/or materials, such as soil and seeds (funding up to \$200 per proposal);
  7. Assisting in the identification of, and access to community gardens through partnerships with community organizations;
  8. Assisting with the consultation process during the proposal and development phases;
  9. Assisting with the coordination of community garden projects and site development and enhancement activities including site planning, surveying, and clearing;
  10. Educating the participants on how to develop, operate, manage and maintain community gardens;
  11. Encouraging and facilitating the development of a community garden network with the common goals of sharing knowledge and skills, enhancing interaction between garden members, partnering organizations and groups and increasing awareness of, and access to the City's community gardens;
  12. Providing guidance to garden members and/or partnering organizations and groups regarding advertising and promoting opportunities for community garden events;
  13. Providing support with implementing accessible gardening practices;
  14. Providing support to facilitate sustainable gardening practices such as water efficiency and healthy gardening practices.

**5.0 SITE SELECTION, CONSTRUCTION, OPERATION AND REVIEW**

5. In identifying new community garden sites the following criteria will be considered:
  - Interest and commitment of garden members.
  - Supportive community members.
  - Availability of the proposed site.
  - Availability of the garden members to pay upfront costs of soil testing and obtaining Public Liability Insurance.
  - Soil quality and drainage.
  - Sun exposure.
  - Proximity to urban neighbourhoods and areas of population density.
  - Number of volunteers willing to develop, operate, manage and maintain the community garden.
  - Site accessibility during the gardening season.
  - Availability and accessibility of parking.
  - Access to existing municipally treated water infrastructure.

*Construction:*

1. Prior to the development of a community garden the Community Garden Partnership Agreement / Permit must be approved and completed with all required signatures;
2. When developing an approved community garden, the City will offer assistance with site clearing, surveying and layout planning, irrigation management and other site development activities as required. Where applicable, the City will also assist with the costs of mandatory soil testing;
3. Garden beds must be constructed to provide sufficient soil for the entire community garden, including all root structures. The use of impermeable landscape barriers or geo-membranes is strongly encouraged;
4. Preference will be given to projects that demonstrate sustainable construction and operating practices such as methods of water conservation, composting and waste diversion.

*Operation:*

1. The community garden will be developed, operated, managed and maintained at no cost to the City, with the exception of the community gardens start-up and enhancement fund and as otherwise specified in Section 4.0 of this policy and further stipulated in the Community Garden Partnership Agreement / Permit. It is understood that individual gardens may apply for other City and non-City funding opportunities;
2. Funding provided through the community gardens start-up and enhancement fund cannot be used for human resource roles that would typically be performed by a volunteer garden member including, but not limited to: administration, communications, and all other related maintenance duties. All funding must be invested in the operation and/or enhancement of the community garden. Gardening tools to accommodate community garden members with accessibility

- requirements must be budgeted for, with the City assisting with cost where applicable;
3. Installation of any permanent structures including, but not limited to garden sheds, as well as the transportation of heavy equipment must receive prior consent from the Community Gardens Program Coordinator. All permanent structures must be fully accessible;
  4. The use of organic gardening practices must be followed in all community gardens where all garden members must agree to abide by the Province of Ontario's Pesticide Act 63/09. Chemical insecticides, herbicides, fungicides and fertilizers are prohibited in all community gardens. Insecticidal soaps may be used in the control of pests and compost and composting manures may be used in soil conditioning and fertilization;
  5. Community gardens proposed near stormwater management ponds, drainage swales and floodplains shall be subject to the following conditions:
    - No fill material of any kind shall be placed near the above mentioned locations below the top of bank (an elevation of 78.01 meters geodetic).
    - If City water is used to irrigate the community garden, the chlorine should be removed so as not to harm aquatic plants and animals.
    - Soil conditioners such as compost are prohibited.
    - Only native species shall be planted in floodplains that are identified to be in an Environmental Protection Area.
  6. Environmental innovation and demonstration is encouraged. However, certain methods such as accessible composting toilets cannot be located near a drainage swale unless a rain water retention program is ratified;
  7. The Community Gardens Program Coordinator must be notified of any site enhancements to an existing community garden and a site plan indicating the proposed alterations must be submitted;
  8. During any interruption in the use of the community garden, including but not limited to scheduled maintenance or repair work, a notice of disruption must be distributed. The notice of disruption itself and information regarding the manner of its distribution must be provided to the Community Gardens Program Coordinator.
  9. Community garden site plans indicating proposed enhancements for existing gardens that do not already meet accessibility requirements must demonstrate compliance with applicable provincial accessibility standards and/or municipal by-laws.

*Review:*

1. The following information will be provided by the community garden members and/or organization to the Community Gardens Program Coordinator:
  - The date of the annual general meeting or start-up meeting (providing a minimum of two weeks notice).
  - Copies of the budget and all minutes (if applicable).
  - Reports of and responses to vandalism (if applicable).
  - Information pertaining to the individual community garden and the garden

members, which will assist in providing a statistical picture of community gardening in Kingston and aid in the establishment of additional community gardens where applicable. This information will include:

- a. Number of garden plots (required).
  - b. Number of garden members (required).
  - c. Number of plots available for new garden members (required).
  - d. Number of individuals on the waiting list (required).
  - e. Fees charged for an individual garden plot (required).
  - f. Number of garden plots available to garden members with physical disabilities (required).
  - g. Anonymous information on garden member demographics (optional).
  - h. Number of identified groups (i.e. youth and/or seniors) that participate in community gardening and/or visit the community garden annually (optional).
2. A fee structure may be developed by partnering groups and/or organizations in consideration of the expected operating costs of the community garden as well as the ability of garden members to pay. In order to ensure equal access and opportunity to all community members the fee structure must provide a fee waiver or sliding scale fee for those that indicate they are unable to pay the garden plot fee. Fee structuring and collection will be the responsibility of the partnering groups and/or organizations.
  3. All Community Garden meetings must comply with the City's accessibility guidelines.
  4. Community Garden Partnership Agreement / Permit must be renewed upon termination of the original agreement / permit for continued use of the community garden pending City approval as outlined in Community Garden Partnership Agreement / Permit.

## 6.0 CONDITIONS OF USE

The partnering groups and/or organizations must agree to develop, operate, manage and maintain the gardens according to the Community Gardens Partnership Agreement / Permit with the City that will identify terms and conditions of use including, but not limited to:

1. The standard term of the agreement / permit will be three years; with an option to renew.
2. Residents of the City of Kingston will be given priority for membership and the opportunity to participate in the community garden program.
3. The agreement must explicitly indemnify, defend and hold harmless the City from and against any damage or injury to any person or any real property.
4. Gardening organizations and/or groups must carry Public Liability Insurance of \$2 million that indemnifies the City.

5. A Garden Coordinator or Executive must be elected through a valid and open process, and will be responsible for management of the identified community garden.
6. Allotment of garden plots for the first year must be made through a valid and open process with sufficient communication and notice given throughout the neighbourhood as to how persons may join to ensure equal access and opportunity to all community members.
7. Allotment of garden spaces in subsequent years must be made through a valid and open process. Ideally this can be accomplished using a waiting list system on a first-come, first-served basis. Alternative methods of allotment that are valid and agreed upon by the majority of garden members will be permitted.
8. Each identified community garden is responsible for developing and administering their own Community Garden Agreement, which must be signed by all garden members at the beginning of each season. Individual Community Garden Agreements should include terms and conditions of use including, but not limited to management responsibilities, access procedures, procedures for garden plot allocation (including those planned for subsequent seasons), garden maintenance, adherence to organic gardening practices and other general guidelines as decided by each group and/or organization in agreement with the requirements stated in this policy.
9. Produce grown in the community garden will be for the personal use and consumption of the individuals involved in the community garden; donation of excess produce will be encouraged. Sale of any produce grown in the community garden will be prohibited.
10. Public access to the site for enjoyment purposes will be permitted and facilitated.
11. Membership and use of the site can be revoked for non-compliance with any City agreement, by-law and/or provincial regulations. The City also has the authority to remove the community garden if not actively utilized and/or maintained by community garden members.
12. Contact information for the Garden Coordinator or Executive and a copy of the Community Gardens Partnership Agreement / Permit and the Community Garden Agreement, as well as proof of required insurance as outlined above will be kept on file with the City.

## **7.0 RETENTION OF EXISTING SITES**

Considering the challenges of establishing new community gardens, the protection and retention of existing sites is an essential part of this policy. The City 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 municipally owned lands.

**This policy is available in alternate formats on request. Please contact the Community Gardens Program Coordinator.**