

## #73. TOWN OF LUNENBURG PROCEDURAL POLICY: COMMUNITY GARDENS

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### **1. PURPOSE**

- 1.1** The Town of Lunenburg values and supports sustainable Community Gardens because they contribute to: economical, nutritious, and local food production; an appropriate use of open space; health and well-being; fitness and recreation; positive social interaction; strong neighbourhoods; environmental education; and increased self-reliance.
- 1.2** This Policy provides direction to establish and operate Community Gardens on Town-owned or managed land.

### **2.0 POLICY STATEMENT**

- 2.1** The Town shall demonstrate its support for Community Gardens by:
1. Promoting Community Garden initiatives and participating as a stakeholder with community partners.
  2. Encouraging the use of Community Gardens for related instructional programming and to support local food production.
- 2.2** Community Gardens are to be operated in a safe and fair manner in a way that enhances neighbourhoods, therefore the Town requires:
1. That neighbours be consulted through a public process before a new Community Garden is established.
  2. Fair, equitable, and transparent processes for the operation of Community Gardens.
  3. A License and Use Agreement.
  4. That each Operator establish and comply with a Terms of Reference approved by the Town Council.
  5. That each Operator maintain and enforce Plot Holder Agreements and liability Release and Waiver, which shall be signed by Plot Holders and Operators.
- 2.3** Failure of a Community Garden to comply with this Policy may result in the termination of the License and Use Agreement.

### 3.0 APPLICATION

- 3.1** This Policy and related procedures applies to the Town and to individuals and groups who establish, operate, administer, oversee, approve, or conduct community gardening activities on Town owned or managed land.
- 3.2** The Town's Corporate Services Department will develop and approves the necessary Town procedures to implement this Policy, in consultation with other Town Departments.
- 3.3** This Policy only applies to Community Gardening and does not apply to other forms of urban agriculture such as the breeding and raising of livestock and poultry.

### 4.0 DEFINITIONS/ACRONYMS

**Town** - the Municipal Corporation of the Town of Lunenburg, its employees, elected officials, agencies, boards, and commissions.

**Community Garden** – a Town approved Town site that is operated by an individual or group, on a non-profit basis, for one or more of the following purposes:

1. production of produce for:
  - personal use;
  - donation to local food causes; or
  - generating revenue to reinvest in the Community Garden.
2. production of a floral or landscape display; or
3. demonstration gardening or other related instructional programming.

**Release and Waiver** - a waiver that Plot Holders sign acknowledging the risks of participating in a Community Garden and that they are responsible for their own actions, holding the Town harmless, etc.

**License and Use Agreement** - an agreement between the Town and an Operator that sets out the rights and responsibilities of both parties pertaining to the use of Town-owned or managed land for the purpose of a Community Garden.

**Operator** - the individual or group with lead responsibility for managing and operating a Community Garden.

**Plot Holder** - a member of a Community Garden who has shared or full responsibility for gardening at least one garden plot within the Community Garden.

**Plot Holder Agreement** - an agreement between a Plot Holder and the Community Garden Operator that stipulates rights, responsibilities and rules to be followed within the Community Garden.

**Terms of Reference** - a document created by the Community Garden Operator, with

assistance from the Town, that identifies how a Community Garden will be operated (e.g. the management structure, decision-making processes, assignment of plots, length of membership, fees, etc.

**5.0 APPENDIX, RELATED POLICIES, PROCEDURES & LINKS**

**5.1 Pertinent Resources**

- License and Use Agreement (Schedule "A")
- Plot Holder Agreement (included as part of the License and Use Agreement)
- Release and Waiver (included as part of the License and Use Agreement)
- Terms of Reference (included as part of the License and Use Agreement)

**Clerk's Annotation For Official Policy Book**

Date of Notice to Council Members  
of Intent to Consider [7 days minimum]: April 29, 2014

Date of Passage of Current Policy: May 27, 2014

I certify that this Policy was adopted by Council as indicated above.

[Signature]  
Clerk

June 27, 2014  
Date



**THIS LICENSE AND USE AGREEMENT** made this 12<sup>th</sup> day of , 2014,

**BETWEEN:**

**THE TOWN OF LUNENBURG, A MUNICIPAL BODY CORPORATE**  
(the "Town")

-and-

**LUNENBURG COMMUNITY NETWORK, A CANADA NOT-FOR PROFIT CORPORATION**  
(the "Licensee")

**WHEREAS** the Licensee and the Town desire to enter into an agreement to permit the Licensee to enter onto Town-owned land for the purpose of operating a Community Garden;

**AND WHEREAS** the Parties recognize that encouraging and promoting the operation of Community Gardens is a valuable recreational activity that contributes to the health, well-being of the residents of the Town;

**AND WHEREAS** the Town desires to encourage community gardening through the collaboration with neighbourhood associations, community groups, individuals and/or non-profit organizations;

**AND WHEREAS** the Licensee acknowledges and agrees that its right to occupy Town-owned land exists is at the pleasure of the Town and that such right may be revoked by the Town;

**AND WHEREAS** the parties agree that the mutual exchange of obligations constitutes satisfactory consideration to bind the parties to this agreement;

**NOW THE PARTIES AGREE AS FOLLOWS:**

**DEFINITIONS**

**Community Garden** – means a site that is operated by an individual or group on a non-profit basis for one or more of the following purposes:

- a. Production of produce including flowers, herbs, etc. for:
  - i. Personal use;
  - ii. Donation to a local food cause; and/or
  - iii. Generating revenue to reinvest in the Community Garden; and/or
- b. Production of a floral or landscape display; and/or
- c. Demonstration gardening or other related instructional programming; and/or
- d. A meeting place for those interested in gardening.

**Lands (the)** – means the lands upon which the Licensee is operating a Community Garden as described in Schedule "A".

**Licensee** – is the Lunenburg Community Network for the purposes of this agreement and is also referred to as the "Operator" within the attached Plot Holder License and Use Agreement (Schedule "B").

**Plot Holder** – means a member of a Community Garden who has:

- a. The responsibility, solely or in conjunction with another Plot Holder, for gardening at least one garden plot within the Community Garden; and
- b. Executed a Plot Holder Agreement and a Liability Waiver.

**Plot Holder Agreement** – means an agreement executed by the Licensee and each Plot Holder as set out in Schedule “B”;

**Release and Waiver** – means a liability release and waiver signed by each Plot Holder in favour of the Licensee and the Town also contained in Schedule “B”;

**Terms of Reference** – means a document created by the Licensee that identifies how the Community Garden will be operated contained in Schedule “C”.

#### **ARTICLE 1 – LIABILITY, RELEASE, WAIVER AND INDEMNITY**

- a. The Licensee voluntarily assumes any risk of injury, damage or legal action and shall indemnify and save harmless the Town and its officers, employees, agents, and representatives (the “Town”), from and against all liability, actions, claims, losses, costs and damages which may be brought against or suffered by the Licensee or the Town and which the Licensee or the Town may incur, sustain or pay arising out of or in connection with the Licensee’s use of and the Town’s provision of or termination of any Town services or facilities associated with this Agreement. The Licensee releases and forever discharges the Town, from any claim or demand whatsoever in respect of injury, death, loss or damage to property caused by or arising from the Licensee’s or the Plot Holder’s (as further set out in Schedule “B”) use of the Community Garden. The Licensee also agrees to hold and save harmless the Town from any and all causes of action brought by third parties, including Plot Holders, against the Town arising out of the Licensee’s or the Plot Holder’s presence on or use of the Community Garden and/or arising out of any cause of action associated with the Licensee’s or the Town’s deposit of material on the Community Garden.

#### **ARTICLE 2 – OBLIGATIONS AND RIGHTS OF THE TOWN**

- a. The Town shall support the Community Garden in accordance with its approved Community Gardens Policy.
- b. The Town may alter or terminate this agreement during any Term without giving cause or reason by giving three (3) months written notice of such alteration or termination.
- c. The Town shall:
  - i. Permit the Licensee’s physical access to the Lands during the Term as set out in this agreement.
  - ii. Provide the Licensee with a photocopy of the License Agreement upon receiving the Licensee Fee and a duly executed copy of the License Agreement from the Licensee.
  - iii. Provide reasonable water access to the Lands from the Hillcrest Cemetery upper shed service.

#### **ARTICLE 3 – OBLIGATIONS AND RIGHTS OF THE LICENSEE**

- a. The Licensee shall only permit a Plot Holder to plant or grow plants that are permitted within the definition of Community Garden and the approved garden plan contained in Schedule “A”.
- b. In the event of a disagreement concerning the suitability of all or some of the plants a Plot Holder desires to plant or grow on the Lands, the Licensee in first instance shall resolve such dispute in consultation with the Town’s Corporate Services Department, in the event the Town and the Licensee do not agree on what constitutes a suitable plant, the Licensee acknowledges and agrees that the Town shall be the sole final arbiter of what constitutes an acceptable plant and may, in the Town’s sole discretion, require the Licensee to:
  - i. Remove such plant or plants from the Lands; or
  - ii. Refuse permission to the Plot Holder to plant such plants on the Lands.

- c. The Licensee shall:
- i. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Plot Holder Agreement (Schedule "B") with the Licensee;
  - ii. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Release and Waiver (Schedule "B");
  - iii. Comply with the Terms of Reference (Schedule "C") that identify how the Community Garden will be operated;
  - iv. Develop and maintain the Community Garden as depicted in Schedule "B" and in a manner that is respectful of the adjacent Hillcrest Cemetery and Lunenburg Academy operations;
  - v. Maintain the Community Garden in a clean and neat condition satisfactory to the Town which shall include but not be limited to regular mowing and weeding;
  - vi. Provide the Town with a Certificate of Insurance confirming coverage throughout the term of this agreement and any renewal thereof, comprehensive general liability insurance in the amount of not less than \$2.0 Million protecting the Town and the Licensee against liability for bodily injury and death and for damage to and/or destruction of property by reason of any occurrence or accident in or about the Lands with loss payable to the Town and the Licensee as their interests may appear. The Town shall be added as an additional insured on said insurance policy. The Licensee shall pay for their insurance policy. The Licensee shall have no claim against the Town of the Town's insurer for any loss or damage the Licensee may suffer and the Town shall require the Licensee's insurer to waive any rights of subrogation against the Town, its officers, employees, agents, etc.
  - vii. Report any significant vandalism to the Town's Corporate Services Department as soon as practicable after becoming aware of such vandalism.
  - viii. Assume full responsibility for risk management and site security on the Lands.
  - ix. Comply with all Town bylaws and other relevant Town, Provincial and Federal legislation.
  - x. Ensure that all construction on the site as depicted in Schedule "A" is approved by the Town Engineer and Building Inspector.
- d. The Licensee shall maintain at their sole risk and expense such gating, fencing, locks, and supervision of the Lands if they consider it reasonably necessary to ensure that:
- i. Only Plot Holders are permitted to enter into the Community Garden for the purpose of growing plants that are permitted within the definition of Community Garden;
  - ii. That any improvement made to the Community Garden by the Town or by the Licensee, including the installation of running water, is kept reasonably secure;
- e. The Licensee shall not permit any of the following:
- i. The deposit of construction or demolition debris (including drywall or lumber) or any such other items such as, but not limited to, metal, plastic, porcelain;
  - ii. The use of non-horticultural oils, detergents, pesticides, fungicides or insecticides; or
  - iii. Assignment, transfer or sub-license of the Lands or the rights under this agreement.
- f. On written order of the Town, the Licensee shall rectify any breach of this agreement within thirty (30) days or the Town may elect to do this at the Licensee's expense or invoke its right to terminate this agreement under Article 2(b).

- g. The Licensee acknowledges and agrees that its right to occupy the Lands exists at the pleasure of the Town and that such right may be revoked by the Town, in accordance with Article 2(b). The Licensee shall upon any such demand from the Town made in accordance with Article 2(b) forthwith surrender the Lands to the Town in accordance with Article 4(a). All gardening materials will be removed promptly from the Lands by the Licensee and the Lands returned to a neat, level and grassed state. The Licensee shall make no claim against, nor make any kind of demand of, the Town arising out of the Town's decision to terminate this agreement.
  - i. The Licensee shall submit to the Town for pre-approval any proposed name or advertised sponsorship of the Community Garden the Licensee proposes to use or install on the Lands.
  - ii. The Licensee shall pay an annual License fee of \$1.00/year to the Town in consideration.

#### **ARTICLE 4 – RELATIONSHIP OF THE PARTIES**

- a. The relationship between the Town and the Licensee is solely that of proprietor and a party licensed for the non-full-time use and occupation of the Lands and is not a relationship of Landlord and Tenant.
- b. The Licensee acknowledges and agrees that nothing contained herein, and no action taken by the Licensee or any Plot Holder shall confer on or vest in the Licensee or any Plot Holder any title, any interest of any kind including an ownership interest, or estate in the Lands.

#### **ARTICLE 5 – OTHER TERMS AND CONDITIONS:**

- a. The Town and Licensee agree that the recitals form part of this agreement and may be relied upon by either party.
- b. The Term of this agreement shall be for two (2) years commencing on May 1, 2014 and continuing until April 31, 2016. The Licensee may apply to the Town six (6) months prior to the expiration of the Term for a one (1) year extension and the Town may, in its sole discretion, agree to a maximum of three (3) one (1) year terms on such terms and conditions as necessary. If the Licensee overholds after the expiration of this License, they shall be a Licensee at will and subject to all the other terms and conditions of this agreement.
- c. This agreement is a public document and may be released to anyone who makes a lawful inquiry.
- d. This agreement constitutes the whole agreement between the parties and not prior or subsequent representation or warranty, given orally or in writing shall bind the parties unless it is executed in writing and signed by both parties.
- e. Except as provided in this agreement, the agreement shall operate to the benefit of the parties and shall bind the parties and their prospective heirs, executors, administrators, successors and assigns.
- f. This Agreement will be governed by the Laws of Nova Scotia.
- g. In the event any portion of this agreement is found to be unenforceable, the offending portion shall be severed and the remainder of the agreement shall remain in effect and bind the Parties.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands as duly attested to by the hands of their duly authorized signing officers.

**SIGNED AND DELIVERED**

*[Signature]* May 12/14

Witness's Signature and Date  
(day/month/year)

Peter J Haughn

Printed Name of Witness

*[Signature]* May 12/14

Witness's Signature and Date  
(day/month/year)

Peter J Haughn

Printed Name of Witness

**SIGNED & DELIVERED IN PRESENCE OF**

Michelle Engel

Witness's Signature and Date  
(day/month/year)

Michelle Engel

Printed Name of Witness

Alicia Steeves

Witness's Signature and Date  
(day/month/year)

Alicia Steeves

Printed Name of Witness

**THE MUNICIPAL CORPORATION OF  
TOWN OF LUNENBURG**

*[Signature]*

Rachel Bailey  
Mayor

*[Signature]*

Bea Renton  
Town Manager/Clerk

**LUNENBURG COMMUNITY NETWORK**

*[Signature]*

(Signature of Executive member  
authorized to sign)

LESLIE WRIGHT

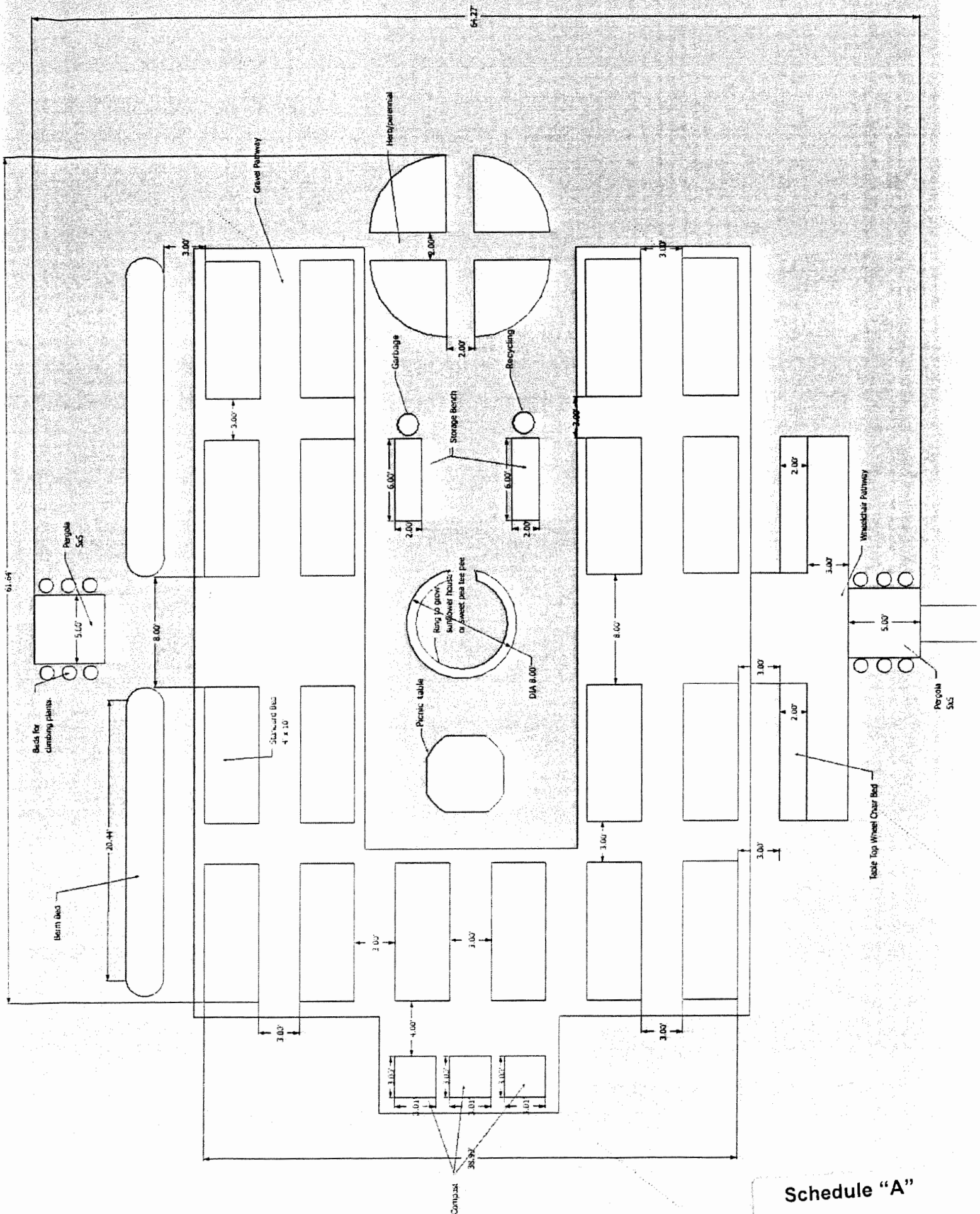
Printed Name of Witness

*[Signature]*

(Signature of Executive member  
authorized to sign)

DAVID A JONES

Printed Name of Witness



Schedule "A"

### 7.3 Site Plan

The Site Plan was developed by the Site Planning and Maintenance Committee in consultation with the Steering Committee. The Site Plan reflects the results of the Community Survey (see section 5.1) as well as the discussions held at the Community Visioning Meeting (see section 4.3).

#### 7.3.1 Visuals

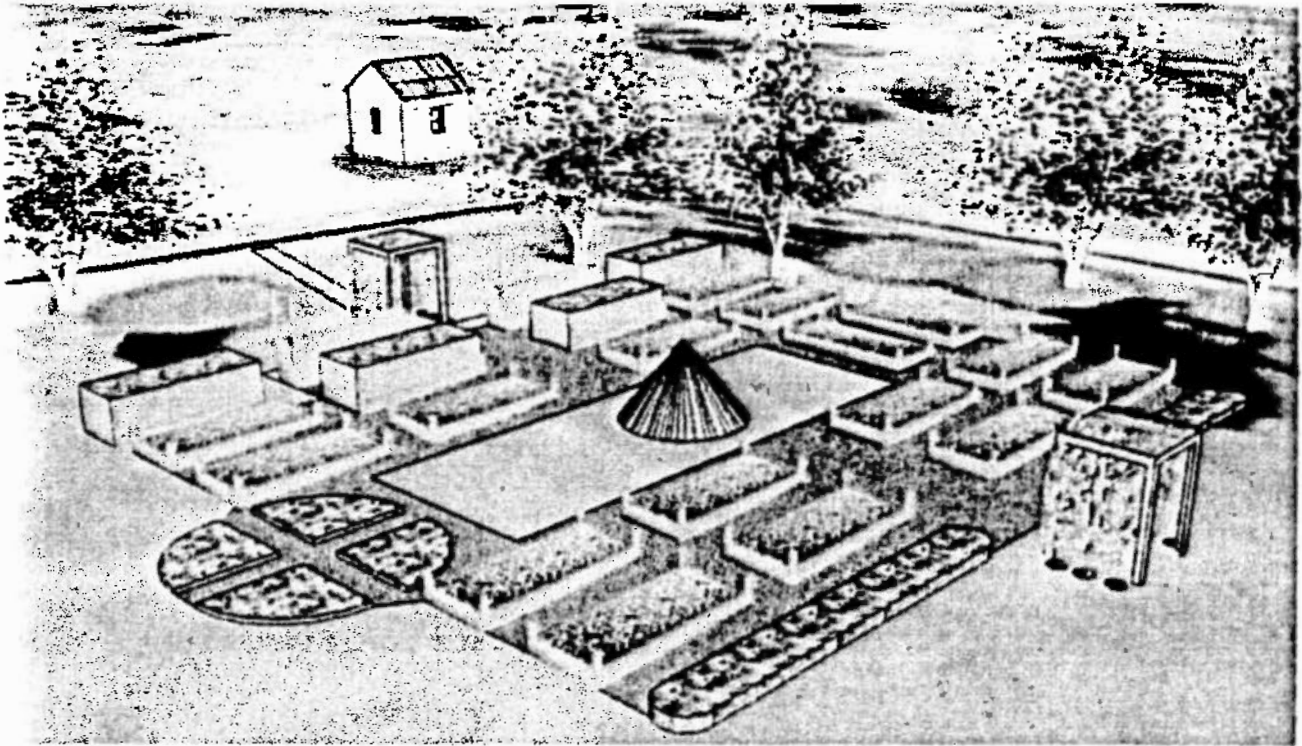


Figure 1. 3D Model

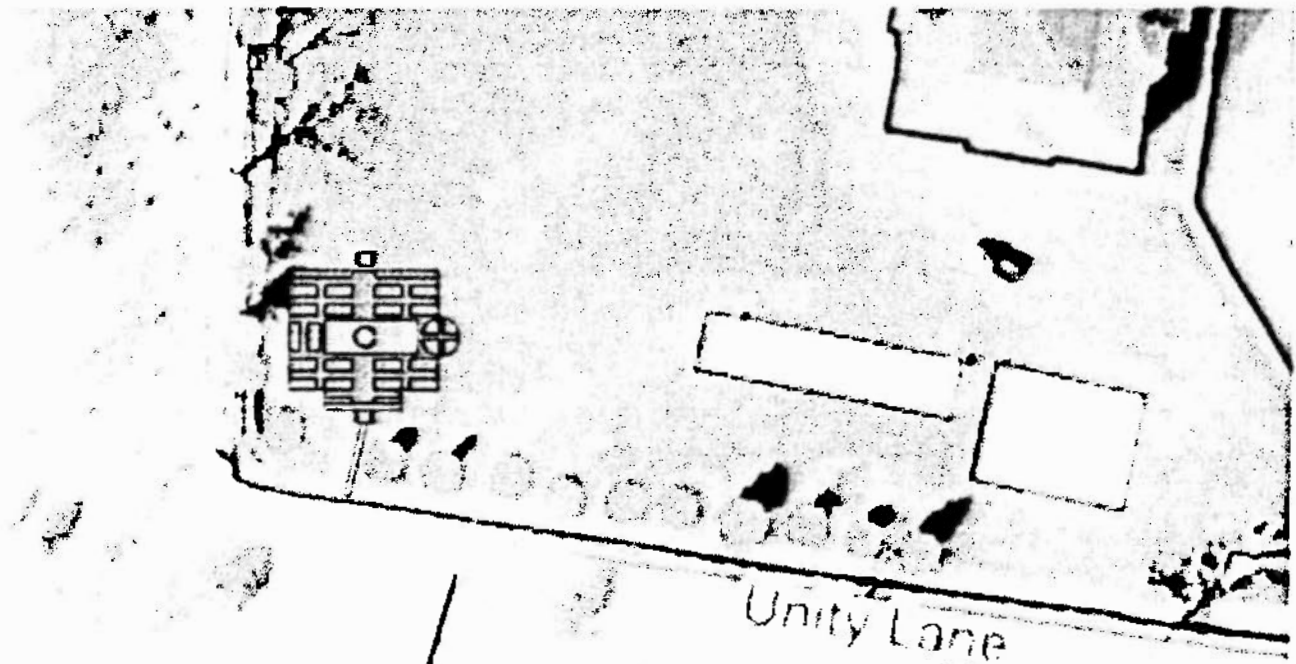


Figure 2. Proposed garden site in relation to the Lunenburg Academy

**Schedule "B"**

**THIS PLOT HOLDER LICENSE AND USE AGREEMENT** made in triplicate this            day of            , 2014,

**BETWEEN:**

**LUNENBURG COMMUNITY NETWORK, A CANADA NOT-FOR- PROFIT CORPORATION**  
(the "Operator")

- and-

\_\_\_\_\_  
(the "Plot Holder")

**WHEREAS** the Operator and the Plot Holder desire to enter into an agreement to permit the Plot Holder to enter onto Town-owned land for the purpose of participating in a Community Garden as depicted in Schedule "A";

**AND WHEREAS** the Parties recognize that encouraging and promoting the operation of Community Gardens is a valuable recreational activity that contributes to the health, well-being of the residents of the Town;

**AND WHEREAS** the Operator desires to encourage individuals to participate in community gardening;

**AND WHEREAS** the Plot Holder acknowledges and agrees that his/her right to occupy Town-owned land only exists in accordance with the terms and conditions of this agreement;

**AND WHEREAS** the Plot Holder has executed the Release and Waiver, attached hereto as Schedule "B";

**AND WHEREAS** the parties agree that the mutual exchange of obligations constitutes satisfactory consideration and plot holder fee as applicable to bind the parties to this agreement;

**NOW THE PARTIES AGREE AS FOLLOWS:**

**DEFINITIONS**

**Town** – means the Municipal Corporation of the Town of Lunenburg, its employees, elected officials, officers, directors, volunteers, agents and assigns.

**Community Garden** – means a site that is operated by an individual or group on a non-profit basis for one or more of the following purposes:

- a. Production of produce for:
  - i. Personal use
  - ii. Donation to a local food cause; or
  - iii. Generating revenue to reinvest in the Community Garden.
- b. Production of a floral or landscape display; or
- c. Demonstration gardening or other related instructional programming.

**Lands (the)** – means the lands upon which the Licensee is permitted by the Town to operate a Community Garden as described in Schedule "A";

**Operator** – is the Lunenburg Community Network which is also referred to as the "Licensee" in the main License and Use Agreement with the Town of Lunenburg for this Community Garden.

**Plot Holder** – means a member of a Community Garden who has:

- a. The responsibility, solely or in conjunction with another Plot Holder, for gardening at least one garden plot within the Community Garden; and
- b. Executed a Plot Holder Agreement and a liability Release and Waiver.

**Release and Waiver** – means a liability release and waiver signed by each Plot Holder in favour of the Licensee and Town contained in Schedule “B”;

**Term** – means the period between 1 May and 31 October in each year of the Term;

**Terms of Reference** – means a document created by the Licensee that identifies how the Community Garden will be operated (Schedule “C”).

## **ARTICLE 1 – OBLIGATIONS AND RIGHTS OF THE OPERATOR**

- a. The Operator shall only permit a Plot Holder to plant or grow plants that are permitted within the definition of Community Garden.
- b. In the event of a disagreement concerning the suitability of all or some of the plants a Plot Holder desires to plant or grow on the Lands, the Operator, in first instance, shall resolve such dispute in consultation with the Town’s Corporate Services Department, in the event the Town and the Operator do not agree on what constitutes a suitable plant, the Operator acknowledges and agrees that the Town shall be the sole final arbiter of what constitutes an acceptable plant and may, in the Town’s sole discretion, require the Operator to:
  - i. Remove such plant or plants from the Lands; or
  - ii. Refuse permission to the Plot Holder to plant such plants on the Lands.
- c. The Operator shall:
  - i. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Plot Holder Agreement with the Licensee;
  - ii. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Release and Waiver;
  - iii. Assign garden plots to each Plot Holder in a fair and transparent manner;
  - iv. Maintain the Community Garden in accordance with all applicable Town by-laws;
  - v. Maintain such bank accounts, financial records and books of accounting as would a prudent business owner;
  - vi. Account on an annual basis to all Plot Holders concerning the financial condition of the Community Garden;
  - vii. Provide a copy of the Community Garden’s Terms of Reference as attached (Schedule “C”) to all Plot Holders identifying how the Community Garden will be operated;
  - viii. Report any significant vandalism to the Town’s Corporate Services Department as soon as practicable after becoming aware of such vandalism.
- e. The Operator shall maintain at their sole risk and expense such gating, fencing, locks, and supervision of the Lands if it considers it reasonably necessary to ensure that:
  - i. Only Plot Holders are permitted to enter into the Community Garden for the purpose of growing plants that are permitted within the definition of Community Garden;

- ii. That any improvement made to the Community Garden by the Town or by the Operator, including the installation of running water, is kept reasonably secure;
- f. Neither the Plot Holder nor the Operator shall permit any of the following:
- i. The deposit of construction or demolition debris (including drywall or lumber) or any such other items such as, but not limited to, metal, plastic, porcelain;
  - ii. The use of non-horticultural oils, detergents, pesticides, fungicides or insecticides;
- g. The Plot Holder shall upon any demand from the Operator made in accordance with Article 2(e) forthwith surrender the Lands to the Operator in accordance with Article 4(a).
- h. The Plot Holder acknowledges and agrees that its right to occupy the Lands exists at the pleasure of the Operator and that such right may be revoked by the Town or Operator, in accordance with Article 2(e).
- i. The Plot Holder shall make no claim against, nor make any kind of demand of, the Operator or the Town arising out the Town's decision to terminate this agreement.

**ARTICLE 2 – OBLIGATIONS RIGHTS AND ACKNOWLEDGEMENTS OF THE PLOT HOLDER**

- a. The Plot Holder acknowledges that it is being provided with a community garden plot on "an as is - where is basis" and that neither the Operator or the Town has given any kind of warranty or representation concerning the suitability of the community garden plot for any purpose or growing any kind of plants.
- b. The Plot Holder shall at the time directed by the Operator, pay to the Operator an annual fee not to exceed \$50. except with the Town's permission in full prior to being permitted to access the Community Garden and prior to commencing use of his/her community garden plot.
- c. The Plot Holder shall follow all reasonable direction received from the Operator concerning:
  - i. Which plants may or shall not be planted within the Community Garden;
  - ii. Any improvements, beyond the planting of permitted plants, which may be made by the Plot Holder within the Community Garden;
  - iii. His or her conduct while within the Community Garden;
- d. The Plot Holder is solely responsible for the security and safe-keeping of his/her community garden plot. The Plot Holder acknowledges and agrees that neither the Operator nor the Town of Lunenburg is any way responsible for, or giving any representation or warranty concerning:
  - i. The security of the community garden plot;
  - ii. The advisability of planting any plants in the community garden;
  - iii. The tenure of the Plot Holder's license and use agreement with the Operator;
  - iv. The security of any plants or implements, tools or other property of the Plot Holder brought into the Community Garden; or
  - v. Maintaining or permitting any improvements made to the Community Garden or to the Plot Holder's plot to remain on the Town's land.
- e. The Plot Holder acknowledges and agrees that he/she is aware that the Town, in its sole and unfettered discretion, may alter or terminate its License Agreement with the Operator without giving cause or reason at any time with three (3) months prior written notice and that such termination would end the Plot Holder's access to the Community Garden.

**ARTICLE 3 – RELATIONSHIP OF THE PARTIES**

- a. The relationship between the Operator and the Plot Holder is solely that of proprietor and a party licensed for the non-full-time use and occupation of the Lands and is not a relationship of Landlord and Tenant.
- b. Plot Holder acknowledges and agrees that nothing contained herein, and no action taken by the Operator or any Plot Holder shall confer on or vest in the Plot Holder any title, any interest of any kind including an ownership interest, or estate in the Lands.

**ARTICLE 4 – OTHER TERMS AND CONDITIONS:**

- a. The Licensee and the Plot Holder agree that the recitals form part of this agreement and may be relied upon by either party.
- b. The Term of this agreement shall commence on 1 May, or on such later date as it is signed by the Licensee, and continue until 31 October of that same year. Provided that the Town has extended its agreement with the Operator, this agreement may, in the sole discretion of the Operator, acting reasonably, be extended for additional Terms which shall be evidenced in writing by an amendment to this agreement.
- c. This agreement constitutes the whole agreement between the parties and no prior or subsequent representation or warranty, given orally or in writing shall bind the parties unless it is executed in writing and signed by both parties.
- d. Except as provided in this agreement, the agreement shall operate to the benefit of the parties and shall bind the parties and their prospective heirs, executors, administrators, successors and assigns.
- e. This Agreement will be governed by the laws of Nova Scotia.
- f. In the event any portion of this agreement is found to be unenforceable, the offending portion shall be severed and the remainder of the agreement shall remain in effect and bind the Parties.

<b>SIGNED &amp; DELIVERED IN THE PRESENCE OF</b>	)	<b>LUNENBURG COMMUNITY NETWORK</b>
	)	
_____	)	_____
Witness Signature and Date	)	(Signature of Executive member
(day/month/year)	)	authorized to sign)
	)	
_____	)	_____
Printed Name	)	Printed Name
	)	
_____	)	_____
Witness Signature and Date	)	(Signature of Executive member
(day/month/year)	)	authorized to sign)
	)	
_____	)	_____
Printed Name	)	Printed Name
	)	
_____	)	_____
Witness Signature and Date	)	(Signature of <b>Plot Holder</b> )
(day/month/year)	)	
	)	
_____	)	_____
Printed Name	)	Printed Name



### 7.3 Site Plan

The Site Plan was developed by the Site Planning and Maintenance Committee in consultation with the Steering Committee. The Site Plan reflects the results of the Community Survey (see section 5.1) as well as the discussions held at the Community Visioning Meeting (see section 4.3).

#### 7.3.1 Visuals

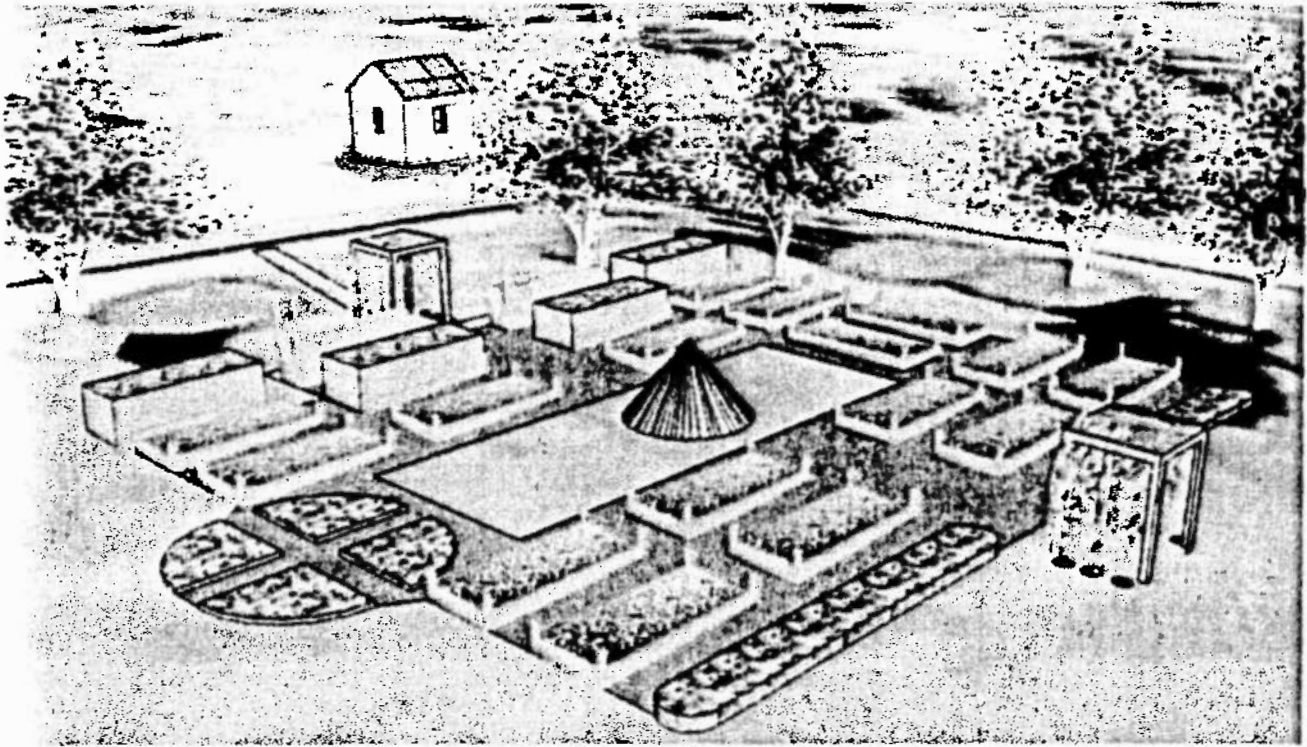


Figure 1. 3D Model

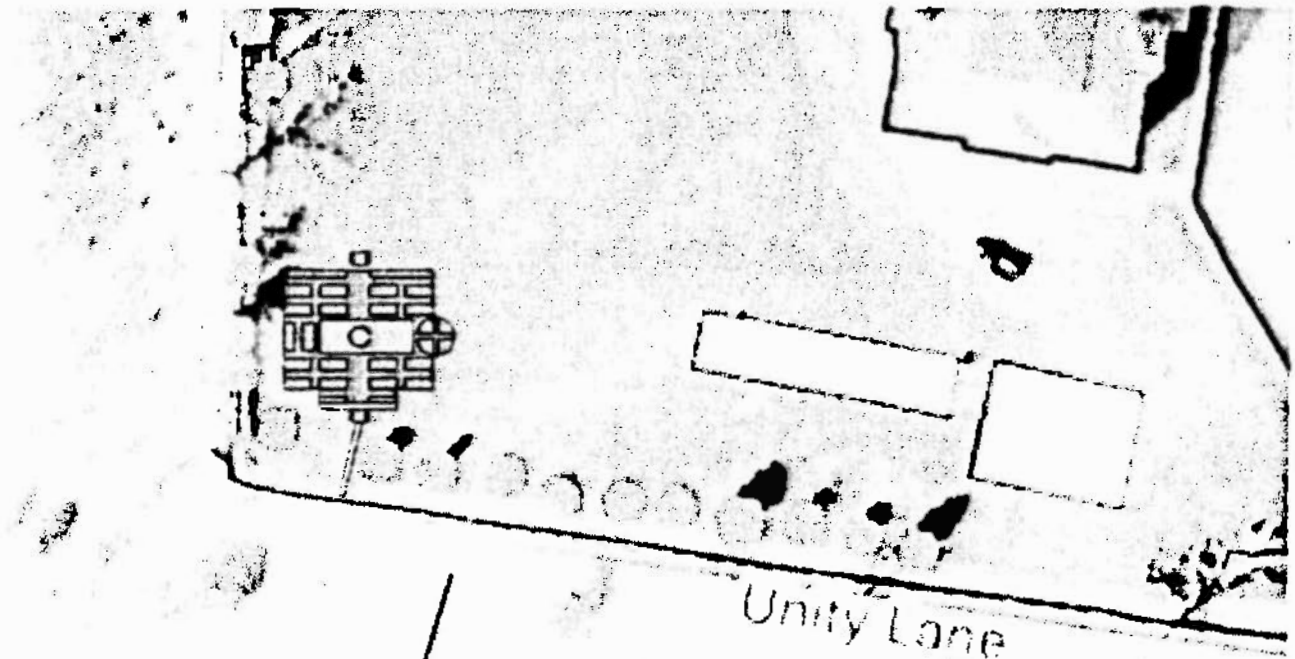


Figure 2. Proposed garden site in relation to the Lunenburg Academy

Schedule "B"

LIABILITY RELEASE AND WAIVER

The Plot Holder hereby voluntarily assumes any risk of injury, damage or legal action and releases and forever discharges the Lunenburg Community Network as the Community Garden Licensee/Operator and the Municipal Corporation of the Town of Lunenburg and their officers, employees, agents, and representatives (the "Licensee" and the "Town"), from and against all liability, actions, claims, losses, costs and damages which may be brought against the Licensee and the Town and which the Licensee or the Town may incur, sustain or pay arising out of or in connection with the Plot Holder's use of and the Licensee's and/or the Town's provision of or termination of land and/or a plot of land for community gardening and the Town's provision of services, materials or facilities associated with community gardening.

The Plot Holder releases and forever discharges the Licensee and the Town, from any claim or demand whatsoever in respect of injury, death, loss or damage to property caused by or arising from the Licensee's or the Plot Holder's use of the Community Garden. The Plot Holder also agrees to hold and save harmless the Licensee and the Town from any and all causes of action brought by third parties, including other Plot Holders, against the Licensee and the Town arising out of the Licensee's or the Plot Holder's presence on or use of land for purposes associated with community gardening and/or arising out of any cause of action associated with the Licensee's or the Town's provision of services, materials of facilities associated with community gardening.

The relationship between the Plot Holder and the Town and the Licensee is solely that of proprietor and a party licensed for the non-full-time use and occupation of Town-owned land. The Plot Holder, in consideration of being granted permission to use and occupy a plot within the community garden, for the purpose of engaging only in permitted forms of community gardening, forever releases and waives any argument or claim the Plot Holder may have or may wish to make that a relationship of Landlord and Tenant exists between the Plot Holder and the Licensee or between the Plot Holder and the Town.

The Plot Holder acknowledges and agrees that nothing contained herein, and no action taken by the Town, the Licensee or the Plot Holder shall confer on or vest in the Plot Holder any title or any interest of any kind including an ownership interest, or estate in the Town-owned lands and the Plot Holder specifically releases and waives any argument or claim the Plot Holder may have or may wish to make that the Plot Holder has any interest of any kind including any kind of ownership interest, or estate in the Town-owned land being used as a community garden.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands as duly attested to by the hands of their duly authorized signing officers.

SIGNED & DELIVERED IN THE PRESENCE OF

LUNENBURG COMMUNITY NETWORK

Witness's Signature and Date (day/month/year)

(Signature of Executive member authorized to sign)

Printed Name

Printed Name

Witness's Signature and Date (day/month/year)

(Signature of Executive member authorized to sign)

Printed Name

Printed Name

PLOT HOLDER

Witness's Signature and Date (day/month/year)

(Signature of Plot Holder)

Printed Name

Printed Name

# **LUNENBURG COMMUNITY NETWORK**

## **LCN Project Terms of Reference**

### **PROJECT NAME:**

Lunenburg Community Garden

### **Approval of Project**

The Lunenburg Community Garden, as described in this Terms of Reference, was approved by LCN Board of Directors.

### **Description of Project**

The Lunenburg Community Garden (LCG) is a volunteer-run project of individuals who wish to establish a common place for learning, sharing and growing food. Our aim is to make the garden an accessible and empowering place for all members of our community regardless of their age, ability, or experience. We aspire to provide the education and confidence necessary to grow and preserve food through healthy and sustainable practices. The Town of Lunenburg has a long history of gardening and it is our goal to reinforce this proud tradition while also providing a space where neighbours can gather, share knowledge and connect with their community.

A description of the project objectives, implementation strategy, policies and finances is attached as Schedule B

### **Commencement Date**

The Lunenburg Community Garden (LCG) was accepted as a project of LCN on March – 2014. The project Steering Committee targets a project start date of May 2014.

### **Project Leadership**

The Project Leadership is made up of the Project Directors (paid or unpaid position) and the members of the Project's Steering Committee.

The roles and responsibilities of both the Project Director and the Steering Committee are outlined in Schedule A of this document.

The Project Directors for Lunenburg Community Garden are: Michelle Engel and Andrew Maize.

Following are the names of the individuals who have agreed to act as voluntary members of the Project's Steering Committee:

1. Kara Highfield
2. Alicia Steeves
3. Jenny Burwell
4. Travis Hiltz
5. Erica Thornborrow

Each of these individuals has agreed to act as a Steering Committee member (as per minutes of the Project Steering Committee). If a Steering Committee member wishes to resign, they must provide written notice of their resignation to the Project Directors who will advise the Steering Committee and the LCN.

### **Accountability**

Day to day stewardship, fundraising and strategic guidance for the project is delegated to the Steering Committee and Project Directors (Project Leadership) by LCN Board of Directors. The project Leadership agree to regular meetings of the Steering Committee, inclusion of the Lunenburg Community in setting the project objectives and to open and transparent communication of LCG activities to community participants of the LCG and to LCN.

The Project Steering Committee and Project Director are accountable to the LCN Executive Director.

The Project Leadership will work with the LCN board to ensure that all programmatic, organizational, funding and reporting requirements are met. Project Leadership will regularly review proposed activities, including any lobbying or advocacy activities, in advance with the board to ensure that the activities of LCG remain within the parameters of LCN's objects as agreed from time to time with the Canada Revenue Agency (CRA).

### **Overhead Allocation**

LCG understands that each project within LCN must generate sufficient revenue to cover all its expenses including overhead expenses as allocated to the project by the LCN Board of Directors. An allocation rate will be agreed with the project.

### **Annual Project Budget**

The budget for Lunenburg Community Garden for the period 2014 is attached as Schedule 'B'.

This annual budget will be reviewed periodically and the adequacy of the ongoing received and committed funding will be considered by the LCN Board of Directors in consultation with the Project Leadership.

## **Ownership of Assets and Work Product**

As a project of LCN, Lunenburg Community Garden is not a separate legal entity. Therefore, ownership of all assets, tangible and non tangible, associated with Lunenburg Community Garden rests with LCN. In particular, all legal right and title to any asset, report, intellectual property, product or other item produced or acquired in connection with Lunenburg Community Garden will be an asset of LCN. This will not include any legal right or title otherwise owned or explicitly retained by any third party collaborator in the creation or development of an asset.

## **Termination of Project**

Lunenburg Community Garden may be terminated as an LCN project:

- By the LCN Board of Directors at any time and for any reason on 60 days' written notice to the Project Steering Committee OR
- By unanimous decision of the Project Steering Committee on 60 days' written notice delivered to the LCN Executive Director

In either event, the LCN Board of Directors will work with the Project Leadership to, as quickly and effectively as possible, resolve the disposition of the project operations and assets, including:

- Transfer project operations and assets (specifically including intellectual property) to a qualified donee
- Wind down the project, which may include the transfer of project assets (specifically including intellectual property) to a qualified donee

This may include, at the sole discretion of the LCN Board of Directors:

- Completing any obligations relating to the project AND
- Returning any unexpended project funds to relevant funders where required by these funders

In the event that the project has been inactive and/or the LCN Board of Directors receives no response from the last known contact addresses (physical mail, e-mail, facsimile) for the project within 120 days' of the original notice to terminate being sent, LCN is entitled , at its discretion, to:

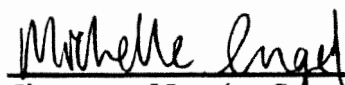
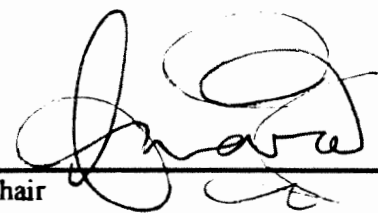
- Use available project funds to complete such obligations of the project as remain outstanding
- Return any subsequently remaining project funds to relevant funders where required by these funders

- Transfer project assets (specifically including intellectual property) to a qualified donee
- Remove any finally remaining project funds from the project's accounts and apply them to other LCN projects or purposes as the LCN Board of Directors sees fit.

**Project Operational Resources**

All organizational and operational policies of LCN apply to Lunenburg Community Garden. Please consult with the LCN Board President on any questions or concerns.

**RECEIPT AND ACKNOWLEDGEMENT**

   
\_\_\_\_\_  
Signature of Steering Committee Co-Chair

Michelle Engel                      Andrew Mair  
\_\_\_\_\_  
Print name of Steering Committee Co-Chair

16/04/14  
\_\_\_\_\_  
Date (dd/mm/yy)

## **Schedule A Roles and Responsibilities of the Steering Committee**

All projects and collaborations of LCN have a volunteer Steering Committee which acts as an advisory group to both the LCN Board of Directors and project staff. Although it has no legal or governing authority, it provides an important mechanism of accountability and support.

The Steering Committee advises and makes decisions for the project/collaboration in the following areas:

- Defining the project purposes, goals and objectives in consultation with members of the Lunenburg Community
- Strategic planning including budget and work plan development
- Developing resources to ensure expenditures are met
- Evaluating success in achieving deliverables on all contracts
- Recruiting, selecting and supervising the Project Leadership including performance evaluation in accordance with LCN's human resources policies
- Advising the LCN Board of Directors of any concerns, irregularities, etc. as they may come to the attention of the Steering Committee
- Advising LCN management of the names and contact information for all members of the Steering Committee from time to time

The Steering Committee may:

- Appoint a member/s as its Chair/Co-Chair
- Delegate portions of the first four responsibilities to the Project Leadership

Each member of the Steering Committee should become familiar with LCN's mission as well as LCN policies and procedures and ensure that all project activities are compliant.

### **Roles and Responsibilities of the Project Leadership**

Each project has its own Project Director/Lead who serves as the main contact between the project and the LCN Board Operational Lead. The best way to understand the relationship is to think of the project as a department of LCN. The project, is an activity of LCN in their field.

The Project Director (may be an employee of LCN or Steering Committee Member) is delegated the authority and responsibility to oversee all aspects of the project work including, but not limited to, the following:

### **General Management and Administration**

- Defining and evaluating the long-term mission and short term goals

- Planning for the successful achievement of project goals and implementing work plans
- Day to day operations and program delivery
- Supervising staff and contractors
- Fundraising to meet expenses
- Ensuring compliance with all grant agreements
- Ensuring that the project's activities comply with the project's description in its Terms of Reference
- Ensuring that the project's activities comply with all LCN policies and procedures
- Providing regular activity reports to the Steering Committee and the LCN Board of Directors

### **Financial Administration**

- Ensuring the financial health of the project
- Preparing an annual budget to review with the Steering Committee and submit to the LCN Board President
- Monitoring expenditures in relation to budget limits
- Reviewing all invoices and expense reports and ensuring all necessary supporting documents and approvals accompany delivery of invoices and expenses claims to the LCN Board President
- Ensuring invoices and expense claims are submitted in a timely manner, and per the schedule noted in contracts where applicable
- Reviewing financial statements with the Steering Committee

### **Human Resources Management**

- Communicating to project employees the goals, policies and principles of the project
- Supervising all project staff (unless an alternative supervisor has been formally designated)
- Ensuring that paper work for new employees is completed and submitted to the LCN Board Operational Lead
- Ensuring that performance evaluations are carried out on a regular basis
- Advising the LCN Board Operational Lead of any personnel issues as soon as they arise

### **Schedule B Lunenburg Community Garden Budget**

## Material List and Approximate Cost for Lunenburg Community Garden

### Phase One Expenses

Material	Approx. Cost
Standard Raised Garden Beds (16) - Hemlock 4x10' 18" height	\$1,600.00
Accessible Raised Garden Beds (4) - Hemlock 4x10' 32" height	\$800.00
Soil enriched with compost (for 20 beds) - 43 yards (4 truck loads)	\$3,200.00
Gravel for pathways - Pea Gravel 12 yards	\$744.00
Contractor's grade landscape fabric - 6x100' 3 rolls	\$315.00
Children's Gardens	\$50.00
Benches with Storage Box (1)	\$200.00
Signage (including donor and sponsor recognition plaques, garden guidelines, educational signage)	\$100.00
Garbage & Recycling Bins	\$300.00
Compost	\$250.00
Installation of Pergolas (2)	\$300.00
Climbing plants for Pergolas	\$100.00
Plant Fencing (for 20 beds) - Chicken Wire	\$170.00
Tool Rentals	\$150.00
General Cost of Labour	\$1,000.00
Tools for Garden Upkeep & Maintenance	\$150.00
Insurance	\$300.00
Construction Permits	\$30.00
Contingency	\$100.00
<b>Subtotal (3.44% of total budget)</b>	<b>\$498.96</b>
<b>Total Phase One Expenses</b>	<b>\$10,357.96</b>

### Phase Two Expenses

Material	Approx. Cost
Soil enriched with compost (for Flower Beds and Herb Garden)	\$700.00
Water Lines - Underground pipe & connections	\$250.00
Benches with Storage Box (1)	\$200.00
Benches / Accessible Table Top Beds (2)	\$500.00
Gravel Walkways to ground Accessible Beds & Entrances	\$500.00
Signage (including donor and sponsor recognition plaques, garden guidelines, educational signage)	\$100.00
Tool Rentals	\$150.00
Tools (shovel, pneumatic tools and flower seeds)	\$100.00
General Cost of Labour	\$1,000.00
Contingency	\$30.00
<b>Subtotal (3.44% of total budget)</b>	<b>\$498.96</b>
<b>Total Phase Two Expenses</b>	<b>\$4,028.96</b>

### Phase Three Expenses

Material	Approx. Cost
Compost	\$500.00
Tools	\$150.00
Tools (shovel, pneumatic tools and flower seeds)	\$100.00
<b>Subtotal (3.44% of total budget)</b>	<b>\$498.96</b>
<b>Total Phase Three Expenses</b>	<b>\$1,248.96</b>

Yearly Fees

Item	Approx Cost
Recreation Nova Scotia (RNS) Yearly Fee	\$105.00
Insurance through RNS and MacDonald Chisholm Insurance	\$175.00
Utilities (water, power)	\$250.00
Annual Maintenance and Upkeep	\$300.00
<b>Total Yearly Fee Expenses</b>	<b>\$830.00</b>

Total Expenses

<b>Total Start Up Expenses</b>	<b>\$18,465.88</b>
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