

**City of Saskatoon
Community Gardening Program
LETTER OF AGREEMENT**

For the management and operation of a Community Garden project at _____ (the “Park”) in the _____ neighbourhood.

Between the CHEP Good Food Inc. (“CHEP”), the _____ Community Garden Collective (the “Collective”), and the City of Saskatoon (the “City”).

Purpose of the Community Garden: Community gardens provide neighbourhood residents with the opportunity to become engaged in a healthy recreational activity while growing nutritious food, meeting neighbours, building community, learning about the growing cycle, and beautifying open space.

Purpose of Letter of Agreement: This agreement defines the terms and conditions under which CHEP, the Collective, and the City will manage, organize and coordinate the community garden project in the Park (this “Agreement”).

Term: This Agreement will be for three (3) years/growing seasons from 2024 to 2026, (the “Term”), the Term may be extended for a further three growing seasons upon mutual agreement.

General Conditions:

CHEP agrees to be responsible for the following:

- It will provide proof of a liability insurance policy in the amount of two million dollars for the community garden project, which policy will name the City as an additional insured.

The Collective agrees to be responsible for the following:

- Ensuring that neighbourhood residents are given first priority for selection of a garden plot.
- It will ensure that all participants in the community garden project, who will be members of the Collective, sign an agreement indicating their understanding of the scope of their responsibilities and their obligations as gardeners in this community garden project.
- It will ensure that the garden site is maintained to a high level of cleanliness, order, and tidiness. Litter must be removed from the garden site and tools, equipment, or other gardening items are not to be left unattended.
- It will clean the garden site at the end of each growing season, including plots and the surrounding area.
- It will not erect any barriers or fences or other temporary or permanent enclosures which may impede general public access to the garden site. Gardeners are able to install trellis to the **height of 3ft high on one side of their garden plot. Snow fences, sticks, and building materials are not permitted.**
- Garden Collectives can determine if trenching is allowed within the garden. If the Collective determines that trenching is permitted, the collective must monitor that these guidelines are followed:
 - Trenching must happen within the garden footprint.
 - Only plant material from the garden will be permitted. **No table or household/kitchen waste (this includes eggshells and coffee grounds) will be permitted.**
 - Trenches must be 12-18 inches deep.

- Garden Collectives can determine if herbaceous perennials are permitted to be grown with the garden. If the Collective determines herbaceous perennials are permitted, the collective must monitor that these guidelines are followed:
 - All herbaceous plants must remain in the footprint of the garden, and within individual garden plots.
 - All herbaceous plants will have a maximum height of height of 3ft high on one side of the garden plot.
 - Woody shrubs are not permitted.
- Factors for the Collective to consider when permitting herbaceous perennials:
 - Use caution when selecting plants with aggressive or spreading growth habits. Install root barriers when appropriate and remove seed heads of species that may easily spread into neighboring gardens. Do not select any species that are restricted through provincial legislation (<https://publications.saskatchewan.ca/#/products/31364>).
 - Height: Do not select plants with a mature height greater than 2m to avoid shading neighboring gardens.
 - Any perennials selected should have edible or cultural use or be pollinator friendly when planted in a garden plot. Ensure plants are not toxic to people or animals.
- Examples of edible herbaceous perennials common in prairie vegetable gardens. (This list is not at all comprehensive):
 - Rhubarb
 - Asparagus (Ensure to plant only male plants or male hybrid cultivars to avoid overly tall plants and problematic seed dispersal)
 - Chives/Allium (edible varieties)
 - Strawberry
 - Herbs: Thyme, oregano, mint, rosemary, sage
- The Garden Collective will ensure that the members of the Collective are aware of the obligations set forth in this Agreement.

The City agrees to be responsible for the following:

- The City Administration will ensure:
 - a) A public consultation meeting has been conducted to obtain support and feedback for the community garden project and to provide information to potential community gardeners in the neighbourhood.
 - b) Garden site review and approval,
 - c) Garden site preparation by initial cultivation (rototilling), for the first year of the community garden project,
 - d) Nearby access to an existing irrigation outlet, and
 - e) Review and approval of a garden site detailed plan that will identify the plots for the community garden project.
 - f) It will monitor the garden site, including having the District Superintendent responsible for the Park visit the garden site every two weeks during each growing season and relaying any concerns to the designated representative of the Collective.

The parties agree that the following terms are applicable to this Agreement:

- Any requests for more permanent or temporary additions to or near the garden site, such as park benches, picnic tables, and trees need to follow City specifications, and must receive City approval prior to the installation in the Park.
- Any permanent structures, such as storage sheds need the prior approval of the City and must be made of building material, size and style acceptable to the City.
- The City must approve any changes to the layout of the garden site, including the layout of the plots.
- In the event of a water shortage in Saskatoon it may be necessary to restrict or eliminate water usage by the garden until the water supply is restored to full capacity if the City of Saskatoon supplies the water directly for the garden.
- Water supplied by the City will be turned on in early May and turned off by September 15 each year.
- The City is NOT responsible for any loss or damage to any produce, equipment, tools or structures left at or associated with the garden site.
- The City must approve the posting of any temporary or permanent signage at the garden site.

Termination:

The City has the right to terminate this Agreement in the event of the following:

- If the Collective receives two or more 'noxious weed' letters from the City of Saskatoon, Parks Division, District Superintendent in one growing season.
- If the use of the garden site causes damage to the surrounding Park/Area in three or more instances during one growing season. Examples of damage that would be considered serious are:
 - Vehicles accessing the garden site, driving on and causing damage to turf, trees or fixtures,
 - Garbage from the garden site being scattered or being allowed to scatter throughout the Park/Area, or
 - Two or more instances of water being allowed to run excessively causing flooding in the Park/Area.
- If the City determines that the community garden project should be terminated for the reasons set forth above, **CHEP Good Food Inc. and/or the Collective will be responsible for the costs incurred to restore the Park** to its previous condition. If the City of Saskatoon decides to terminate the community garden project prior to the three-year period, for reasons other than those stated above, then the City of Saskatoon will pay to restore the Park to a condition compatible with the surrounding area.

Garden Details:

- Total square footage of garden: _____
- Total number of plots: _____
- Shed: Yes or No
 - If yes, dimensions _____

Any party may terminate this Agreement for any reason by providing 30 days written notice to the other parties.

Contacts:

- Liaisons for the City of Saskatoon will include the following:
- Recreation & Community Development, Open Space Consultant,
- Neighbourhood Services Section, Community Consultant, and
- Parks Division, District Superintendent.

Signed by the parties this _____ day of _____, 2024

The _____ Community Garden Collective:

_____ Phone: _____

Garden Collective Representative

Signature: _____ Date: _____

Email address: _____

CHEP Good Food Inc.:

Sandra Schweder Phone: _____


CHEP Good Food Inc.

Signature:  _____ Date: March 19, 2024

The City of Saskatoon:

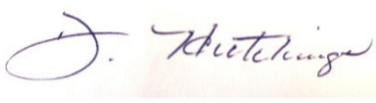
Shelly Panko Schultz Phone: 306.975.3381 _____

Community Services Department

Signature:  _____ Date: March 19, 2024

Dave Hutchings Phone: 306.975.3361 _____

Parks Division

Signature:  _____ Date: March 19, 2024