



SUSTAINABLE URBAN NEIGHBOURHOODS (SUN)

PLANTING AGREEMENT | PROPERTY OWNER

Sustainable Urban Neighbourhoods (SUN) is a program offered by GreenUP from 2017 until 2020 in the City of Peterborough, and from 2019 to 2020 in the Hamlet of Warsaw. The Peterborough SUN program is funded by the Ontario Trillium Foundation, and the Warsaw program is funded by RBC Foundation.

SUN is modelled on the SNAP (Sustainable Neighbourhood Retrofit Action Plan) program offered through the Toronto Region Conservation Authority. SUN involves collaboration between the Participating Property owners, local partners, and volunteers in the community. SUN will support Participating Property Owners with the installation of a landscape retrofit, which could include shoreline planting or the installation of a rain garden. The time and efforts spent by the Participating Property Owners leading to the completion of the retrofits will not be reimbursed.

If your application is approved, GreenUP agrees to:

1. Select and approve Participating Property Owner's applications based on a fair and open process.
2. Provide first point of contact to support the Participating Property Owner as soon as the undersigned is accepted into the SUN program.
3. Collaborate with the Participating Property Owner to create a detailed design for shoreline planting or rain garden installation.
4. Coordinate and oversee a planting workday at the property of the Participating Property Owner, including volunteer recruitment (if the property owner is unable to recruit volunteers), volunteer training, resources, in-kind support management, job task planning, plants and materials, and health/safety training and enforcement.
5. Train and mentor the Participating Property Owner on maintenance, troubleshooting, and evaluation of the retrofit installation during the duration of the SUN program. A maintenance plan will be provided for each retrofit.
6. Communicate with Participating Property Owner on the evaluation of the Project for at least one year after installation (as per Item 8 below).
7. Assist Participating Property Owner to address, troubleshoot, and/or solve any functional problems with the retrofit installation for up to 1 year after the installation of retrofits, or for as long as the organization has capacity to do so dependent on funding and resources.

The undersigned Participating Property Owner agrees to:

1. Host an installation event/workday to implement the retrofit located in the participating property owner's front or side yard.
2. Work with representatives of GreenUP to develop and agree on a design for the project and a date for the installation workday.
3. Recruit volunteers to help plant the garden or trees in advance of the installation date, and provide the names of volunteers to GreenUP ahead of the installation workday.
4. Provide access to the yard for storage of materials (soil, mulch, plants, etc.) and tools in advance of the installation event(s).

5. Provide access to the yard and household facilities (drinking water, shaded area, and washroom) for the duration of the installation event(s).
6. The property owners are responsible for keeping the work area free of obstructions and for protecting their personal items and vehicles near the installation event(s).
7. Maintain retrofit options, such as gardens, for the period of at least five (5) years. Maintenance is expected to include (but not limited to): attendance at a maintenance training session, watering (especially within the first year), weeding, pruning, mulching, re-planting etc.
 - Allow GreenUP to cultivate seed from specific plant varieties (such as Prairie Drop Seed).
 - If a garden must be removed, Participating Property Owners agree to advise GreenUP in a timely manner and to allow GreenUP to transplant plants from the property into a new or existing garden on a different property.
8. Participate in an evaluation of the project, which may include (but is not limited to):
 - Completion of a post-workday form or survey.
 - Providing observations of garden or tree health for a period of at least one year. This can be a quick email or log entry saying it is functioning as intended or notification that it is not working, overflowing, or other problem that you feel GreenUP should be aware of.
 - Filling out a quick follow-up form at 6 months and 12 months post-installation.
9. Allow GreenUP to take photographs and/or videos of the property to determine site suitability for a planting project.
10. Allow GreenUP to take photographs and videos at the installation workday, of property owner and volunteers and the property.
11. Allow posting of a lawn sign at a visible location on the property. The lawn sign will help raise public awareness of on-site green infrastructure and benefits of gardens and other add-ons.
12. Allow GreenUP to occasionally access the property to observe the shoreline or garden and/or take photos up to 18 months after installation.
13. Allow GreenUP to include and have access to the property for future educational opportunities such as walking tours. Occasional tours that may visit the garden will be viewed from the sidewalk only, unless permissions have been given in exception.

** If a property owner is unable to recruit volunteers for their garden installation date, they must inform GreenUP staff at least 2 weeks before the installation, so that GreenUP staff may recruit volunteers. The property owner will still be expected to provide access to washrooms and refreshments for volunteers during the installation date.

Liability Release

Participating Property Owners release and waive GreenUP from any and all liability for any loss, damage, injury, or expense incurred due to participating in the SUN program, and any long-term maintenance, troubleshooting, or loss of function of the retrofits completed through the SUN program.

GreenUP shall not be responsible and shall not bear any liability for (i) any injury, death, damage or cost incurred by the property owners in any way connected with the project work or due to any failure of the project work; (ii) any damage to the property owners' property resulting in any way from the project work; and (iii) any failure or default by a Contractor, any Supplier, or any warranties or guarantees associated with the products supplied. The property owners release GreenUP from all actions, suits, and claims related to construction, maintenance or repair of the project work.

It is recommended that the property owner acquire property owner's insurance with a minimum \$1,000,000 liability towards the planting event.

Photo/video Release

Allow photos and videos of the retrofits to be taken and be used by GreenUP in any format and on any media, including and not limited to prints, posters, web sites, and social media. When photos and videos are taken they will not be used to disclose any personal or identifiable information about the Participating Property Owner and their family, unless otherwise agreed.

Termination of the Agreement

Participating Property Owners are free to request withdrawal from the SUN program at any time. However, they are required to provide a written and signed explanation if the withdrawal occurs after the design has been finalized and approved by GreenUP and the Participating Property Owner.

Privacy

Contact information provided below will be stored internally at GreenUP for the purpose of the SUN program only. Property Owner privacy and confidentiality will be respected. A designated representative from GreenUP will be the first point of contact for the Property Owner for any questions or concerns. (Participating Property Owners may waive the right to privacy if they prefer to become a public champion of the SUN program.)

Designated Representatives from GreenUP:

Jenn McCallum

Coordinator | Sustainable Urban Neighbourhoods (SUN)
GreenUP
705-745-3238 ext. 208
jenn.mccallum@greenup.on.ca

Hayley Goodchild

Coordinator | Sustainable Urban Neighbourhoods (SUN)
GreenUP
705-745-3238 ext. 213
hayley.goodchild@greenup.on.ca

Participating Property Owner Information

Name (First and Last): _____

Email: _____ Phone: _____

Address (for the project): _____

City: _____ Postal Code: _____

Type of retrofit requested: _____

Reason for the requested retrofit (garden or tree installation):

By signing I acknowledge that I have read, understand and agree to the above:

Signature Name (Printed) Date Signed

(Participating Property Owner)

Signature Name (Printed) Date Signed

(GreenUP)

FOR OFFICE USE ONLY

Agreement received by: _____ Date: _____

Appendix A: Photograph Release

Authorization to release photographs and video(s):

I, _____ hereby authorize **GreenUP** staff to take photograph(s) and video(s) of:

- ☐ My property in order to determine the suitability of my property for a shoreline planting or rain garden installation. GreenUP staff may want to stop by later to take photos when I am not home, and I authorize them to do so.
- ☐ Myself and my family, as they deem fit and appropriate to GreenUP's promotional purposes, especially if my site is chosen for a garden or tree and/or if I am involved in installing gardens.

Regarding photographs of myself, my family, and my property:

I am aware and agree that these photographs may be used in the media for broadcast or in printed publications, on GreenUP's internal and external internet websites, in public displays by and for GreenUP, or in GreenUP publications.

I waive any right to inspect or approve the finished photograph or printed matter that may be used in conjunction therewith, or to the eventual use that it might be applied.

I release, waive and forever discharge GreenUP of and from all claims and demands whatsoever arising out of GreenUP's use of the said photograph(s).

I have read the foregoing release, authorization and agreement, before affixing my signature below, and warrant that I fully understand the contents and intent.

DATED this _____ day of _____, 20____.

Name _____ Signature _____

Address _____

Witness _____

I hereby certify that I am the parent and/or guardian of _____, a minor under the age of 18 years of age. I hereby consent that any photographs which have been taken by GreenUP may be used by them for the purposes, as stated above, signed by the minor named above, with the same force and effect as if executed by me.

Parent or Guardian signature

Address