



TOWN OF DURHAM
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June 21, 2013

Dennis Meadows, Secretary/Treasurer
Community Gardens for All, Inc.
PO Box 844
Durham, NH 03824

Re: Letter of Agreement – Wagon Hill Farm Community Gardens

Dear Dennis:

The Town of Durham acquired the 139-acre Wagon Hill Farm in 1989. The Farm's lands have been cultivated for over 350 years, and those preparing its Master & Management Plan in 1995 agreed that it was important to set aside some Farm land for future agricultural activities. Of course the term "agriculture" encompasses many activities. One of them is intensive gardening. In subsequent years, town officials designated on a map of the Farm a specific plot to be available for use by gardeners in the future.

In 2009 a group of Durham residents constituted by your organization, Community Gardens for All (CGA), met with town officials and proposed to start a community gardening program on that plot. The group offered to function as the steering committee of Wagon Hill Farm Community Gardens. At my suggestion the steering committee submitted a permit application to use town land. It was approved by town officials and gave the group a formal basis for starting the effort. That permit has been renewed each year as the number of gardens has grown from 9 to almost 100. The growth of the community gardens at the Farm and the level of support within the town for agriculture suggest it is time now to develop a new contract that will ensure greater continuity for the gardens and serve to:

- reaffirm the Town's commitment to the community gardens at Wagon Hill Farm,
- allow the Town to continue exercising appropriate oversight,
- avoid any implied commitments against the Town's budget, and
- assure outside funders of the Town's long-term commitment to the gardens.

The Town has been satisfied with the CGA-appointed steering committee as a partner in building up the gardens, and it does not now foresee the need for any change in the relationship. Nevertheless, the new contract should allow for the possibility that the Town might someday wish to adopt a different procedure for administering the community gardening.

Groups that are not a division of Durham now apply to use town land by submitting the standard Special Events Permit for "Use of Town Property". However, upon effecting this Letter of Agreement, the following will serve as the official guidelines for the community gardens at Wagon Hill Farm:

1. No insurance coverage will be required. However, CGA must continue to secure annually assigned liability waiver from each garden participant. These waivers will be kept in a file by CGA that is open to inspection and use by Town personnel.
2. The term of the agreement will be for two years, initially January 1, 2013 -December 31, 2014. Unless either party registers an objection, the term will be extended for an additional calendar year each December 31st.
3. Requests for special event must be completed and received by the Director of Public Works at least four (4) weeks prior to the date of the event.
4. Applicant shall be responsible for the cleanup of Town building/grounds prior to leaving the premises.
5. Facilities may not be used for commercial purposes.
6. All activities must be under competent adult supervision. The group using the facilities will be responsible for any damage to the grounds or equipment.
7. Groups receiving permission are responsible for the observance of Town and state fire and safety regulations at all times.
8. The use of alcoholic beverages, profane language, or gambling in any form is not permitted in municipal buildings or on Town grounds. Smoking within municipal buildings is not permitted.
9. Both CGA and the Town are entitled unilaterally to terminate the agreement. Notice of the intent to terminate must be given before December 31st in the form of a letter signed either by the Town Administrator or by the Chair of the CGA Board and sent to his or her counterpart explicitly listing the reasons for termination. If such a letter is sent, the agreement will not be extended; it will automatically expire at the end of the following year. In that event, the Town will develop alternative procedures for managing the gardening program.
10. All constructions and installations on Town land in connection with the gardens will be deemed the property of the Town, and the Town will be given full access to the database on recent and current gardeners.

This procedure accords the Town full powers of review while ensuring that the community gardens always have a minimum of one full growing season assured continuity.



Todd I. Selig
Administrator

The terms of this letter are acceptable to:



Dennis Meadows, Secretary/Treasurer
Community Gardens for All, Inc.