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Humber Arboretum and Centre for Urban Ecology Policy

Background:

The Humber Arboretum and Centre for Urban Ecology (hereafter referred to as “**Humber Arboretum**” or “**Arboretum**”) includes 250 acres of land comprising botanical gardens, natural areas, trails, wetlands, ponds, ravines, a section of the West Humber River and West Humber trail, meadows, and forests. It also includes The Centre for Urban Ecology, a sustainable building located within the Arboretum, built to serve the Arboretum’s purpose.

The purpose of the Humber Arboretum is to establish and maintain a comprehensive, aesthetically pleasing collection of woody and herbaceous plants, demonstrate correct horticultural and arboricultural techniques, protect natural areas through conservation and restoration practices, facilitate educational and research opportunities, establish and promote itself as a resource to the Greater Toronto community and national and international visitors, establish, maintain and encourage wildlife habitat, and maintain the Centre for Urban Ecology as a gathering point, with functional laboratory and classroom facilities.

One of the most valuable and unique aspects of the Arboretum is that it is a partnership of three (3) public agencies: the City of Toronto, through the Parks, Forestry and Recreation Division (hereafter referred to as “**City of Toronto**”), Toronto and Region Conservation Authority (hereafter referred to as “**TRCA**”), and Humber College Institute of Technology and Advanced Learning (hereafter referred to as “**Humber College**” or the “**College**”). These three (3) organizations leverage their involvement and expertise in order to maximize public benefit. TRCA owns most of the lands, provides environmental expertise, flood/erosion control work, and leadership aligned with TRCA’s “Living City” Initiative. Humber College provides the day to day management of the site, operates the programming and venues, owns and maintains the structures, and provides administrative and operational oversight. The City of Toronto provides operational funding through a direct transfer to the Arboretum, provides in-kind services in forestry

and horticultural expertise, and assists with the loan of specialty equipment to the Arboretum from time to time.

The Humber Arboretum Tripartite Agreement provides specifications for the Arboretum's strategic leadership and management. This Agreement stipulates that each of the Humber Arboretum's three partners must appoint a member of senior staff to make up a Management Committee. The Management Committee is tasked with developing an overall policy, strategy, and protocols to ensure that the purpose of the Arboretum is achieved and maintained.

Purpose/Rationale:

The Arboretum acknowledges that the Humber Arboretum, services and Humber Arboretum Facilities are a resource for the general public as well as Humber College and University of Guelph-Humber community members. This policy specifies the terms and conditions by which the Humber Arboretum Lands, services and Facilities may be used.

Scope:

This Policy applies to the general public and to all members of the College communities including: all employees, governors, students, contractors, suppliers of services, individuals who are directly connected to any Humber College and/or University of Guelph-Humber initiatives, volunteers, and visitors.

Definitions:

The Centre for Urban Ecology: the building constructed and utilized for the purposes of the Humber Arboretum, as same may be replaced and/or reconstructed by the College from time to time to serve the Humber Arboretum.

Client: a person who is paying for use of the services and/or Humber Arboretum Lands and/or Humber Arboretum Facilities of the Humber Arboretum.

Hazard: a danger. Potential hazards in the Humber Arboretum include but are not limited to landslides, wildfires, falling trees and tree branches, trail obstructions, exposure to biting or stinging insects, exposure to toxic and/or poisonous plants, exposure to chemicals, noise, machinery, and construction, and weather-related hazards such as extreme temperatures, storms, and flooding of ravines, ponds, rivers, waterbodies, and waterways.

Humber Arboretum: 250 acres of land comprising botanical gardens, natural areas, trails, wetlands, ponds, ravines, a section of the West Humber River and West Humber trail, meadows, forests, and The Centre for Urban Ecology.

Humber Arboretum Director: a College employee who is responsible for the management of the Humber Arboretum Lands.

Humber Arboretum Facilities: all buildings and property of the Humber Arboretum. Including, not exclusively, the Centre for Urban Ecology, workshop, compound, storage areas, wedding and event facilities, outdoor classrooms, living laboratories and all associated facilities and equipment.

Humber Arboretum Lands: those lands and premises described on Schedule “A” of the Humber Arboretum’s Tripartite Agreement. Includes both lands belonging to TRCA and lands belonging to the College.

Humber Arboretum Tripartite Agreement: An Agreement formalized in September 2006 by the Arboretum’s three member partners (Humber College, City of Toronto, and TRCA). The Agreement specifies provisions for the Arboretum’s strategic leadership and management.

Living laboratory: a physical environment within the Humber Arboretum Lands and/or the Humber Arboretum Facilities in which users create, prototype, validate, and/or test technologies, services, products, and systems in a real-life context.

Major Decision: any decision affecting the continuation of the Humber Arboretum, the approval of an annual budget, the overall policies of the Humber Arboretum, or any decision that would, in a material way, alter the purposes of the Humber Arboretum as set forth in the Humber Arboretum Tripartite Agreement.

Management Committee: a committee comprised of three members, one of which is appointed by each of the Arboretum’s member partners (Humber College, City of Toronto, and TRCA). The Management Committee is tasked with developing an overall policy, strategy and protocols to ensure that the purposes of the Humber Arboretum are achieved and maintained, and revised as may be requisite from time to time.

Operational Decisions: all decisions affecting the day-to-day operations and management of the Humber Arboretum including, scheduling, maintenance, phone, utilities, financial processing, technical support, asset management, scheduling, insurance, programming, including educational outreach, camps, and environmental education, security and personnel and financial administration, and all requisite staffing to perform and provide such services.

Outdoor classroom: an outdoor space in which educational objectives are realized through guided, direct experience in the Humber Arboretum’s natural environment using its resources and lands as learning materials.

Organized event: an event that is planned in advance.

Owner (of an animal): A person or persons who possess, harbour and/or have custody of an animal and, where the owner is a minor, the person responsible for the custody of the minor.

Participant: Any person registered for and/or participating in an educational program, event, tour or camp at the Humber Arboretum.

Picnic: Social gatherings of between 26 and 200 people.

Releasees: the College and its members, officers, employees, board of governors, students, agents, volunteers and independent contractors.

Risk: A situation involving exposure to danger. Exposure (of someone or something valued) to danger, harm, or loss. At the Humber Arboretum, risks may include but are not limited to weather-related illness or injury (e.g. sunburn / frostbite), trips, slips, falls, burns, drowning, allergic reaction, and loss or damage to property.

Service Animal: A service animal is used by a person for reasons relating to his/her disability. A service animal is not a pet.

Special Event: A picnic, walkathon, fundraiser or gathering over 200 persons or any event that requires staff support, specific permissions or the provision of materials or equipment such as, but not limited to, the use of sound amplification, acceptance of donations, installation of tents, vehicle access, electrical access or requests to borrow equipment, beyond that typically provided at the subject location.

Sports Field: Any area, whether or not delineated by lines, that is designated and being used as a sports field or playing surface, under a program run by the College, the City of Toronto or by any other person or group under a permit, and includes, without limitation, a soccer field, football field, baseball diamond, basketball court, tennis court, volleyball court, cricket pitch, lawn bowling area, bocce court, outdoor artificial ice rink pad at all times of the year, and an outdoor running track and adjacent seating areas and stands.

User: Someone who is, has, or will be, using the Humber Arboretum's Lands, Humber Arboretum Facilities or services.

Vehicle: Includes a motor vehicle as defined under the Highway Traffic Act, and any carriage, wagon, sleigh or other vehicle or conveyance of every description, whatever the mode of power, but excludes a baby carriage or cart, child's wagon, child's stroller, child's sleigh, wheelchair or similar device (powered or otherwise) used by an individual due to a disability, or other similar conveyance.

Visiting Group: Any group of people visiting the Humber Arboretum for an activity conducted by Arboretum staff. Includes but is not limited to school groups, daycares, visiting camps, tour groups, clubs, and community groups.

Visitor: A person who is, has or will be visiting the Humber Arboretum Lands and/or Humber Arboretum Facilities. This includes but is not limited to Participants and individual members of Visiting Groups as defined in this policy.

Wildlife: Includes any deer, skunk, turtle, frog, groundhog, bird, waterfowl, fish, or other animal.

Policy:

1. Purpose of the Arboretum

- 1.1. The Humber Arboretum shall be operated and maintained for the following purposes:
 - 1.1.1. To establish and maintain a comprehensive, aesthetically pleasing collection of woody and herbaceous plants;
 - 1.1.2. To demonstrate correct arboricultural and horticultural techniques through responsible development and maintenance practices;
 - 1.1.3. To protect natural areas through appropriate conservation and restoration practices;
 - 1.1.4. To facilitate a range of educational and research opportunities in arboriculture and horticulture and environmental studies;
 - 1.1.5. To establish and promote the Humber Arboretum as a resource that is an integral part of the Greater Toronto community and an attraction for national and international visitors;
 - 1.1.6. To create and maintain a Centre for Urban Ecology that will serve as a gathering point, with functional laboratory and classroom facilities.
- 1.2. All uses of the Humber Arboretum Facilities, Humber Arboretum Lands, and services will be in accordance with the Arboretum's purposes as set forth in Section 1.1.
- 1.3. Any other uses of the Humber Arboretum by the College community or public, even if approved by the Management Committee, shall not, in any event, jeopardize the primary purposes of the Humber Arboretum.

2. Operating Hours

- 2.1. The daily hours of operation of the Humber Arboretum shall be determined by the College, in consultation with the Management Committee.
- 2.2. The Humber Arboretum is open seven (7) days a week from sunrise to sunset.
- 2.3. Parts of the site or the entire Arboretum shall be closed for reasons of public safety, special events, conservation, educational activities, and/or research as required.
- 2.4. Access to Humber Arboretum Lands outside of regular operating hours shall be permitted in accordance with relevant provisions in this policy and at the Visitors own risk. Special before and/or after-hours arrangements shall at times be made for functions and events at the discretion of the Humber Arboretum Director or designate.

3. Legislation, Policies, and Rules

- 3.1. All Visitors to the Humber Arboretum shall at all times ensure full compliance with applicable municipal, provincial and/or federal laws, and bylaws.
- 3.2. All Visitors to the Humber Arboretum shall at all times ensure full compliance with all College and Arboretum policies, rules, agreements, and/or procedures.

4. Flora, Fauna, and the Natural Environment

- 4.1. Visitors shall at all times demonstrate respect for all flora fauna and the natural environment of the Humber Arboretum. This includes but is not limited to adhering to the following guidelines:
 - 4.1.1. Visitors shall respect the environmental integrity of the Humber Arboretum Lands, ravines and waterways that are a part of, or immediately adjacent to, the Humber Arboretum, making every effort to minimize or eliminate the impact human activity will have on the biophysical processes at work;
 - 4.1.2. Plants and their labels and signs, as well as garden structures, supports and fencing, shall not be moved or removed without permission of Humber Arboretum Director or designate;
 - 4.1.3. Picking, pruning or harvesting plant material on Humber Arboretum Lands is strictly prohibited, other than by on-duty Arboretum, TRCA or City of Toronto staff, unless special permission is given by the Humber Arboretum Director or designate;
 - 4.1.4. No person, other than on-duty College, TRCA or City of Toronto staff, shall injure, destroy, remove or permit the injury, destruction or removal of any tree on any land in the Humber Arboretum Lands, unless authorized by the Humber Arboretum Director; and
 - 4.1.5. No person, other than on-duty College, TRCA or City of Toronto staff, shall place or dump fill or refuse or alter the grade of Humber Arboretum lands or permit the placing or dumping of fill or refuse or alteration of grade in the Humber Arboretum Lands unless authorized by the Humber Arboretum Director.
- 4.2. Visitors shall restrict their movement to designated paved paths, dirt and gravel trails, and mowed grass trails, and shall not venture off-trail or make use of trampled grass paths created by Wildlife movement or so called “desire paths” created by previous Visitors.
- 4.3. The Humber Arboretum reserves the right to restrict and/or regulate all activity on Arboretum Lands which it deems to be environmentally sensitive or environmentally significant.
- 4.4. No construction may occur on Humber Arboretum Lands without express authorization from the Humber Arboretum Director.
- 4.5. No modifications to Humber Arboretum Lands may be made without express authorization from the Humber Arboretum Director.
- 4.6. While in the Humber Arboretum, Visitors are prohibited to:
 - 4.6.1. kill, attempt to kill, maim, injure, trap, lure, remove, or disturb Wildlife without a permit from the City of Toronto;

4.6.2. touch, injure, or remove a nest or egg for consumption by Wildlife unless authorized by a Humber Arboretum staff member; or

4.6.3. release any animals, including pets, domesticated species, or trapped or relocated Wildlife, unless as part of a Wildlife rehabilitation program operating under permits from the Ontario Ministry of Natural Resources and/or Canadian Wildlife Services.

4.7. All Visitors wishing to enter the arboretum apiary shall first require completion and approval of an apiary use waiver.

5. Safety and Security

5.1. Security for the Humber Arboretum shall be provided by the College's Department of Public Safety and Emergency Management (hereinafter referred to as the "Department of Public Safety").

5.2. Humber Arboretums Lands shall be governed by all applicable College policies and procedures.

5.3. Visitors to the Humber Arboretum shall act in a manner that reflects the values of the Humber Arboretum and the College. This includes behaving in a way that respects the rights, dignity, safety and wellbeing of people, the natural environment, flora and fauna.

5.4. The Humber Arboretum and College will endeavor to provide every safeguard for the health and welfare of Visitors to the Humber Arboretum Lands and Humber Arboretum Facilities but will be released from all actions, damages, claims and demands whatsoever, arising out of participation of Visitors and members of their party.

5.5. The College and Humber Arboretum and their staff will not be liable for the loss or theft of any Visitor's property on site.

6. Alcohol, Smoking, and Drugs

6.1. Alcohol is prohibited on Humber Arboretum Lands.

6.2. The use of illegal drugs is strictly prohibited on Humber Arboretum Lands and Humber Arboretum Facilities.

6.3. Smoking is prohibited on Humber Arboretum Lands and Humber Arboretum Facilities.

6.4. The provision of alcohol may be permitted at the Centre for Urban Ecology, pending proof of an Alcohol License, obtained by the Alcohol and Gaming Commission of Ontario ("AGCO") and approval by the Humber Arboretum Director or designate.

7. Weapons

- 7.1. Weapons or ammunition are prohibited on Humber College property, including Humber Arboretum Lands.
- 7.2. Replicas of weapons and ammunition are prohibited on Humber Arboretum Lands.

8. Hazards

- 8.1. Visitors shall be alert to hazards in Humber Arboretum Lands and Humber Arboretum Facilities. They will take precautions to reduce the risk of exposure to hazards.
- 8.2. Any hazards noticed by a Visitor shall be immediately reported as soon as possible to Humber Arboretum staff.
- 8.3. Unless there is direction from the Department of Public Safety, Humber College Executive, City of Toronto Office of the Mayor, the City Manager, Toronto Police or Fire Services, and/or the Humber Arboretum Director to close Humber Arboretum Facilities and/or Humber Arboretum Lands, they will remain open for "business as usual".
- 8.4. The Humber Arboretum will reasonably protect Visitors, staff and infrastructure from hazards and show a deliberate effort to ensure the health and safety of people on its Lands and in its facilities.
- 8.5. The Humber Arboretum shall maintain the safety of Humber Arboretum Lands for staff and the public from hazards that pose imminent risk.
- 8.6. The Humber Arboretum reserves the right to shut down or close off an area due to unsafe conditions. This may involve any one of the uses commonly found on Humber Arboretum Lands and Humber Arboretum Facilities such as trails, gardens, picnic or parking areas. The area will re-open when risk to staff and the public has been abated.

9. Damages

- 9.1. Visitors will use reasonable care to prevent damage to Humber Arboretum Lands and Humber Arboretum Facilities.
- 9.2. Visitors will indemnify and hold the College, TRCA, City of Toronto harmless from and against any claims or demands arising out of or based on personal injuries or property damage suffered by such person(s) resulting directly from any act of negligence on Visitor's part.

10. Fire

- 10.1. Lighting of fires and naked flames including but not limited to barbeques, fireworks, candles, bonfires and cooking fires are not permitted in the Humber Arboretum.

11. Parking and Vehicles

- 11.1. Humber Arboretum Visitors will abide by the Arboretum's Parking Procedures and the College's parking regulations and rates.
- 11.2. Motorized vehicles or heavy machinery are not permitted on Humber Arboretum trails except for on-duty staff of the Humber Arboretum, the Department of Public Safety, the City of Toronto, TRCA or emergency services vehicles.

12. Garbage and Recycling

- 12.1. Visitors shall deposit garbage, compostable material, and recycling in the appropriate designated bins as provided.
- 12.2. In remote areas of the Humber Arboretum and in circumstances where designated bins are full, Visitors will take personal responsibility in removing their waste and recycling from the site.
- 12.3. Participants or the parents or guardians of minors who are participants in Humber Arboretum programs and are bringing snacks or lunches on site shall endeavor to support the Arboretum's goal of reducing the amount of waste that is produced at the Centre for Urban Ecology by bringing only reusable or recyclable containers and utensils.

13. Arboriculture Activities and Trail Inspections

- 13.1. A designated Humber Arboretum staff member will conduct regular inspections of trails and hazard trees in the Humber Arboretum, as outlined in the Arboretum's Standard Operating Guidelines for Trail and Hazard Tree Inspection and Maintenance.
- 13.2. Humber Arboretum horticulture staff will attempt, whenever possible, to coordinate arboriculture activities with those of the City of Toronto Parks, Forestry & Recreation department in order to avoid duplication of effort and ensure optimum safety and risk management of the site.
- 13.3. Humber Arboretum reserves the right to shut down or close off a trail and/or an area due to unsafe conditions of trails and/or trees. The area will be re-opened when risk to staff and the public has been abated.

14. Humber Arboretum Brand

- 14.1. Any representation of the Humber Arboretum and/or the Humber Arboretum brand will be done in a respectful manner. Use of the Humber Arboretum brand will be subject to approval from the Humber Arboretum Director or designate.
- 14.2. Any representation of the Humber Arboretum and/or the Humber Arboretum brand will recognize and value the unique nature of the Humber Arboretum Tripartite Agreement between the College, the City of Toronto, and TRCA.

- 14.3. The history of the Humber Arboretum and the people, flora, and fauna who have historically inhabited the Arboretum Lands shall be acknowledged in any historical media and/or documentation of the site. Any projects, media, etc. depicting the history of the Humber Arboretum will be done in an accurate and respectful manner.
- 14.4. All media involving the Humber Arboretum, including but not exclusive to videos, radio broadcasts, television, reports, social media, articles, speeches, brochures, and posters, shall credit the Humber Arboretum and, where the medium is suitable, include the Humber Arboretum's logo, upon request.

15. Academic and Research Use

- 15.1. All academic and research uses of the Humber Arboretum's Lands, services and Humber Arboretum Facilities will support the primary purposes of the Humber Arboretum as outlined in Section 1 of this Policy.
- 15.2. All academic and research uses of the Humber Arboretum's Lands, services and Humber Arboretum Facilities will not, in any event, jeopardize the primary purposes of the Humber Arboretum.
- 15.3. All usage and service fees for academic and research use will be determined by the Humber Arboretum Director and will be paid in accordance with the Humber Arboretum's fee conditions.
- 15.4. All research in and/or involving the Humber Arboretum will be subject to the College's research policies and procedures.
- 15.5. All academic and research uses involving Humber Arboretum Lands, services, and Humber Arboretum Facilities will respect and protect the Humber Arboretum's flora, fauna, and the natural environment as outlined in Section 4.
- 15.6. Picking, pruning or harvesting plant material on Humber Arboretum Lands may only occur with permission by the Humber Arboretum Director or designate.
- 15.7. Construction and/or landscaping activities may only occur on Humber Arboretum Lands with express authorization from the Humber Arboretum Director or designate.
- 15.8. The faculty member of a College arboriculture class wishing to conduct pruning and/or tree/shrub removal in the Humber Arboretum shall first obtain permission to do such activities by the designated Arboretum horticulture staff member and/or Humber Arboretum Director.
- 15.9. The School of Applied Technology faculty members who wish to conduct pruning and/or tree/shrub removal in the Humber Arboretum shall provide one (1) month written notice to the Humber Arboretum Director or designate, providing the specifics of activities to be undertaken, including exact dates and location details.

- 15.10. It is the responsibility of the designated faculty member, staff member and/or manager to consider and ensure the safety of all persons in their charge while using Humber Arboretum Lands, services, and Humber Arboretum Facilities.
- 15.11. Cleanup and quality control of academic and research uses involving Humber Arboretum Lands, services, and Humber Arboretum Facilities are the responsibility of the designated faculty member, staff member and/or manager.

16. Camps, School Groups and Visiting Groups

- 16.1. All Participants in camps, school programs, and educational programs shall follow the safety guidelines and rules established by the College and the Humber Arboretum as follows, but not limited to:
 - 16.1.1. Any behaviour of a Participant that places themselves or others at risk, may result in the Participant's immediate dismissal from the program. In the event that a Participant is dismissed from any program, the Humber Arboretum will not provide a refund of missed events and the Participant/guardian may be requested to reimburse the Humber Arboretum for all expenses incurred arising from such dismissal.
 - 16.1.2. No refund will be granted if a Participant, at their request, leaves before the end of a program session.
 - 16.1.3. In order to ensure the safety and well-being of all individuals participating in Humber Arboretum camps and/or programs, the Humber Arboretum reserves the right to alter the program at any time without notice or compensation to the Participant.
 - 16.1.4. Parents or guardians of Participants shall notify Humber Arboretum staff of relevant information concerning the health and well-being of the Participant.
 - 16.1.5. In case of injury or illness to the participant, Humber Arboretum staff shall obtain any medical attention deemed appropriate, including emergency transport, ordering x-rays, and routine tests and treatment.
 - 16.1.6. In the event that a parent or guardian of a Participant cannot be reached in an emergency, they will authorize permission to the physician to hospitalize, and secure proper treatment for the Participant.
 - 16.1.7. The Humber Arboretum retains the right to refuse a camp, school, and/or program application should it be deemed by Humber Arboretum staff to be in the best interest of the Participant, other participants, and/or staff members.
 - 16.1.8. All Participants (and/or their parent/guardian) in camps, school programs, educational programs, activities and events shall complete and sign the relevant waiver and release of liability form(s).

17. Children

- 17.1. Parents, guardians, school staff, or any other adult in a supervisory position accompanying a child at the Humber Arboretum will take responsibility for and supervise the child at all times to ensure their safety, especially near higher risk areas or around potential hazards.
- 17.2. It is the duty of parents, guardians, school staff or other adults in a supervisory position accompanying a child at the Humber Arboretum to adhere to the policies contained in this Policy.

18. Events, Weddings and Functions

- 18.1. All organized public and private events and activities to be conducted at the Arboretum shall require completion and approval of a Humber Arboretum Events and Rental Agreement.
- 18.2. Visitors wishing to self-cater events at the Humber Arboretum shall require completion and approval of a Humber Arboretum Food & Beverage Waiver and Procedure for Self-Catered Events form.
- 18.3. Visitors shall pay in full, by the required due date, all fees due to the Humber Arboretum for the Humber Arboretum Land and Humber Arboretum Facilities' use and/or provision of services.
- 18.4. Visitors will stay on designated trails and are subject to the provisions outlined in Section 4.
- 18.5. The College and the Humber Arboretum shall reserve the right to cancel a function or event and clear the premises in the event that College policies and/or procedures and/or Alcohol and Gaming Commission of Ontario (AGCO) Regulations are violated or other breaches of law occur. No refund will be provided to the Client and final invoicing for services rendered will be forthcoming which the Client shall pay in full.

19. Recreation Activities, Sporting Activities and Sports Fields

- 19.1. Walking:
 - 19.1.1. Visitors will stay on designated trails.
 - 19.1.2. Walking is prohibited off designated trails, in naturalized areas, and in garden beds.
- 19.2. Cycling, skateboarding and rollerblading:
 - 19.2.1. Visitors engaging in cycling, skateboarding, and rollerblading activities will stay on the West Humber trail and on designated Humber Arboretum trails.

19.2.2. These activities are prohibited off designated trails, in naturalized areas, and in garden beds.

19.3. Ball Sports and Frisbee:

19.3.1. Ball sport games or other related activities such as frisbee throwing will be permitted on turf areas as long as these areas are not closed for maintenance, regeneration or pre-booked events.

19.3.2. Ball sport activities are not permitted off designated trails, in naturalized areas, and in garden beds.

19.4. Athletic training and yoga classes:

19.4.1. Athletic training and yoga activities will be permitted on turn areas as long as these areas are not closed for maintenance, regeneration or pre-booked events.

19.4.2. These activities are not permitted off designated trails, in naturalized areas, and in garden beds.

19.5. Humber Arboretum Sports Fields:

19.5.1. Requests to use the Humber Arboretum Sports fields shall contact Humber's Athletics Director.

19.5.2. The City of Toronto shall maintain the turf of Humber Arboretum Sports Fields, including regular maintenance such as mowing and irrigation.

20. Photography

20.1. The Humber Arboretum may be used for non-commercial photography free of charge.

20.2. Commercial photographers shall pay the College for a permit and follow the terms and conditions outlined in the permit application.

20.3. Any and all charges for commercial photography shall be determined by the Humber Arboretum.

20.4. Every attempt shall be made to limit or eliminate other Visitors from being photographed in the background. When possible, Visitors shall make a verbal request for permission to photograph other patrons who may be in the area where pictures are being taken.

20.5. Photos shall only be taken of children in Visitor's personal care.

20.6. Photographers and their subjects must stay on designated trails and are subject to the provisions outlined in Section 4.

21. Filming

- 21.1. College students who wish to film in the Humber Arboretum Lands and Humber Arboretum Facilities, are required to complete a Code of Conduct, Filming Agreement and Location Release Form. The filming costs for current College students may be waived.
- 21.2. Non-College filming shall be subject to filming fees. To apply to film in Humber Arboretum Lands and Facilities, all applicants except College students shall be required to complete a Commercial Film Permit application and to pay all associated fees.
- 21.3. Any and all charges for filming will be determined by the Humber Arboretum Director.
- 21.4. The film producer and crew shall take steps to minimize any disturbances to the general public, community, flora, fauna, natural environment and/or scheduled events as a result of filming as outlined in Section 4.

22. Dogs, Pets, and Animals

- 22.1. Dogs and pets on a leash not exceeding two (2) meters in length will be permitted in the Humber Arboretum during normal operating hours.
- 22.2. Dogs and pets will not be allowed inside buildings, other than service animals with a registered permit and animals participating in an education program as arranged by Humber Arboretum staff.
- 22.3. Dog and animal owners shall clean up all dog and animal waste.
- 22.4. No owner or person having the control of an animal shall permit the animal to enter the Humber Arboretum if it may constitute a danger to other persons or wildlife, or is reasonably likely to frighten other persons.
- 22.5. Horses and horse-drawn carriages shall not be permitted in the Humber Arboretum.
- 22.6. All pets and animals are subject to the provisions outlined in Section 4.

23. Organized gatherings, special events, festivals and picnics

- 23.1. While in the Humber Arboretum, no person shall:
 - 23.1.1. Unless authorized by the Humber Arboretum Director, hold a Picnic, Organized Event or Special Event for more than 25 persons;
 - 23.1.2. Interfere with a Picnic, Organized Event or Special Event authorized by permit.

24. Major Decision Making

- 24.1. The Major Decisions of the Management Committee shall be made on the basis of a unanimous vote.
- 24.2. The Management Committee, as a Major Decision, may develop special projects that may be funded through fundraising, or by each of the parties to the Humber Arboretum Tripartite Agreement, with appropriate approvals, if required, on any case-by-case basis, from their respective Members of the Authority at a full Authority meeting, if required), the Board of Governors of the College, or City Council, as the case may be.
- 24.3. The Management and use of the Humber Arboretum is conditional upon such uses being consistent with the City of Toronto's policies and the TRCA's objectives and purposes as same may from time to time be revised and, accordingly, the allowable required purposes and uses of the Humber Arboretum may be subject to change in the future; provided the implementation of any such change would be a Major Decision requiring the approval of each of the parties hereto.
- 24.4. The overall policies regarding the development, operation and maintenance of the Humber Arboretum shall be subject to the prior approval of the Management Committee as a Major Decision.
- 24.5. The Humber Arboretum Director or designate shall act as a liaison between the Management Committee and the College for matters related to Major Decisions.

25. Operational Decision-Making

- 25.1. The Operational decisions of the Management Committee shall be delegated to the College.
- 25.2. The College shall, under the direction of the Management Committee, duly and continuously operate, manage and maintain the Humber Arboretum for the purposes set out in Section 1 of this Policy.
- 25.3. Any other uses of the Humber Arboretum by the College community or public, even if approved by the Management Committee, shall not, in any event, jeopardize the primary purposes of the Humber Arboretum.
- 25.4. The College shall consult with the Management Committee as necessary concerning the day-to-day operation and maintenance of the Humber Arboretum, including its use, the scheduling of special events and programs, the charging of any fees and the making of major repairs.
- 25.5. The College, at its sole expense, shall perform its management duties through the Humber Arboretum Director funded by the College. The duties of the Humber Arboretum Director shall include:
 - 25.5.1. General responsibility for the supervision of the programs and users of the Humber Arboretum;

- 25.5.2. Provision for adequate maintenance services to the Humber Arboretum as may be necessary to ensure an appropriate state of tidiness and appearance;
 - 25.5.3. Provision for adequate grounds keeping of the Humber Arboretum, including grass cutting, as may be necessary to ensure an appropriate state of appearance; and
 - 25.5.4. Such other duties that may be assigned to the Humber Arboretum Director by the College as may be necessary to fulfill its obligations under this paragraph (25).
- 25.6. The contributions of the College to the Humber Arboretum are acknowledged and confirmed, including without limitation:
- 25.6.1. “In-kind” contribution and responsibility for phone, utilities, financial processing, technical support, asset management, etc.;
 - 25.6.2. Recognition that the Humber Arboretum is an outdoor classroom and as such is scheduled for specific educational activities that include prior scheduling, timetables of classes, and that these educational activities contribute labour and amenities to the Humber Arboretum;
 - 25.6.3. Ownership of the college lands and the Centre for Urban Ecology;
 - 25.6.4. Maintaining all insurance required;
 - 25.6.5. Undertaking programming, including educational outreach, camps, and environmental education;
 - 25.6.6. Undertaking day-to-day management through the office of the Humber Arboretum Director;
 - 25.6.7. Providing all required support infrastructure, including a maintenance depot; and
 - 25.6.8. Participation in fund-raising initiatives.
- 25.7. The Humber Arboretum Director shall act as a liaison between the College and Humber Arboretum Management Committee for matters related to Operational Decisions.

26. Policy Review

- 26.1. This Policy shall be reviewed three (3) years from the date noted on the cover page or as required.

References:

[City of Toronto Parks, Forestry & Recreation – Photography Policy and Use of Photographic Devices](#)

[City of Toronto Parks and Recreation. \(2008\). *Severe Weather Guidelines and Procedures for Parks, Forestry and Recreation Staff*.](#)

Humber Arboretum Tripartite Agreement. (2006).

Humber College Conference Services. (2015). *Facility Rental Agreement*.

[Humber College Parking FAQ and Fees.](#)

Lakeshore Code of Conduct Filming Agreement. (2015).

National Arboretum Canberra Public Use Policy. (2005)

Toronto and Region Conservation Authority. (2015). *Trail Standard Operating Procedures*.

[Toronto and Region Conservation Authority. *Policy for Managing Hazard Trees on TRCA Property. Toronto Municipal Code Chapter 608, Parks*](#)

[*Toronto Municipal Code Chapter 658, Ravine and Natural Feature Protection*](#)

Related Policies and Procedures:

[Ethical Conduct for Research Involving Animals Policy](#)

[Ethical Conduct for Research Involving Humans Policy](#)

[Gender Diversity Policy](#)

[Human Rights Policy](#)

[Integrity in Research and Scholarship Policy](#)

[Intellectual Property Policy](#)

[Occupational Health and Safety Policy](#)

[Protected Disclosure \(Whistleblower\) Policy](#)

[Research Contracts, Grants and Fund Administration Policy](#)

[Research Involving Biohazardous and Radioactive Materials Policy](#)

[Sexual Assault and Sexual Violence Policy](#)

[Workplace Violence Prevention Policy](#)