



Esquimalt
Community
Garden

POLICY

POLICY TITLE:	Community Gardens		
ISSUED BY:	Manager, Parks and Facilities	REVIEW SCHEDULE:	Annual Review

PURPOSE:

The purpose of this policy is to establish guidelines and procedures for the operation and administration of the Community Gardens on municipally owned land within the Township of Esquimalt.

DEFINITIONS:

“**Esquimalt Community Garden Society**” (**ECGS** or **The Society**) is an unincorporated, unregistered non-profit group organized for the purpose of operating the Community Garden, in partnership with the Township of Esquimalt.

“**Community Gardens**” are sites located on municipally owned lands that are used for growing produce, flowers and native plants for non-profit use through individual or shared plots.

“**Garden Plot**” is the working dimensions of a parcel of land for individual use within a Community Garden; size and shape are site-specific.

“**Community Gardens – Plot Agreement and Release**” are the written terms and conditions that **Plot Holders** must sign, indicating their concurrence with the Township’s requirements for their use of a Garden Plot within a Community Garden.

“**Fee**” is the amount shown in the current bylaw, due by January 15 of each year for each Garden Plot.

“**Plot Holder**” is a user of a Community Garden who has paid the applicable annual fee and who has shared or full responsibility for gardening at least one **Garden Plot** within the Community Garden.

“**Chairperson, Steering Committee**” is the representative who acts as the first point of contact and as a resource for community gardening inquiries.

“**Term**” is the one year term for each plot, January 1 to December 31.

“**Waitlist**” – is the list of new gardeners waiting for Plot allocation.

POLICY:

1.0 Support for Community Gardening:

The Township of Esquimalt will work with the Chairperson of the Community Gardens Society to implement the development of Community Gardens where possible. The Township will, where possible, support Community Gardens’ initiatives by:

- 1.1 promoting and raising awareness of community gardening;
- 1.2 supplying contact information to the public for existing community garden organizations;

- 1.3 providing information to the public on how to develop and operate community gardens;
- 1.4 using the Township of Esquimalt website and newsletters to promote community gardening; and
- 1.5 where possible, providing amenities including but not limited to:
 - 1.5.1 access to municipal water;
 - 1.5.2 individual plot boundaries;
 - 1.5.3 maintained pathways;
 - 1.5.4 litter control;
 - 1.5.5 administration;
 - 1.5.6 access to a Community Garden shed and tools;
 - 1.5.7 water usage and the operation of the hose taps;
 - 1.5.8 infrastructure maintenance and repairs;
 - 1.5.9 other amenities such as leaf mulch, and garden soil.

2.0 Esquimalt Community Garden Society Role

In partnership with the Township of Esquimalt, **ECGS** participates in the long-term planning, development and operation of the Gardens. Members are volunteers who undertake the routine tending of the common areas within the Garden. Through the **ECGS** Steering Committee, they assist with managing risk, developing policies and organizing events. They organize the work of maintaining the gardens (work parties), maintain the **Waitlist**, allocate plots, orient new members, and organize events. Participation is a requirement for membership.

3.0 Procedures and Conditions of Use

- 3.1 The opportunity to participate in a Community Garden is open to any resident of the Township of Esquimalt.
- 3.2 Allocation of **Garden Plots**:
 - 3.2.1 A list of interested parties will be compiled by the Steering Committee Chairperson.
 - 3.2.2 If demand exceeds supply, names of interested parties will go on the **Waitlist** and plots will be assigned by order of application on the **Waitlist**.
- 3.3 **Plot Holders** are required to sign a **Community Gardens – Plot Agreement and Release** indicating their concurrence with the Township's requirements for their use of a **Garden Plot** within a Community Garden.
- 3.4 **Garden Plot** use is for a one year term, January 1 to December 31.
- 3.5 Upon renewal first priority is given to existing **Plot Holder** for the succeeding term.
- 3.6 **Plot Holders** are required to pay the annual **Fee**. Requests for refunds must be received prior to April 1 of the current Term, unless the request is due to illness or disability. Refunds will be pro-rated for the unexpired number of months in the current term.

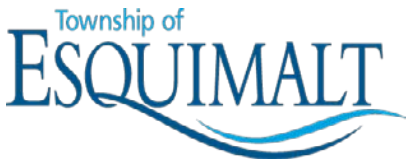
- 3.7 Use of the **Garden Plot** can be revoked for non-compliance with the Community Gardens Terms and Conditions, (Schedule B) or if the Community Garden site is required for other purposes by the Township in which event all plot holders will be given 60 days written notice.
- 3.8 Access to the municipally owned land by the general public is permitted.

ATTACHMENTS:

Schedule A – Township of Esquimalt Community Gardens – Plot Agreement and Release

Schedule B – Esquimalt Community Gardens Society Terms and Conditions

End of Page



Esquimalt
Community
Garden

**Community Gardens – PLOT AGREEMENT AND RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!!!

IN CONSIDERATION of being permitted by the Township of Esquimalt (the "**Township**") to participate as a Plot Holder in the Esquimalt Community Garden (the "**Activity**"), located at Anderson Park in the Township (the "**Location**"), I hereby acknowledge, accept, warrant, and agree on behalf of myself, my heirs, assigns, personal representative and next of kin, as follows:

- a) I acknowledge that there are risks associated with participation in the Activity and the nature of the risks may vary including but are not limited to bodily injury or property damage.
- b) I am not aware of any medical condition that would affect my ability to participate in the Activity. If I have any concern about my medical condition, I will consult with a physician before participating in the Activity.
- c) I agree to comply with the Esquimalt Community Garden Membership and Plot Use Agreement a copy of which is attached to this release as Schedule "A".
- d) I accept the risk of bodily injury or property damage arising out of or related to my participation in the Activity including but not limited to, any risks that may arise from negligence, breach of statutory duty or other duty of care (including the duty of care owed under the *Occupier's Liability Act* (BC)) on the part of the Township, its operator(s) and its directors and officers and employees and agents and assigns and its operator(s) and its directors and officers and employees and agents and assigns (the "**Released Parties**").
- e) I agree to release the Released Parties from all claims, seen or unforeseen, including negligence, breach of statutory duty or other duty of care (including the duty of care owed under the *Occupier's Liability Act* (BC)) relating to personal injury, damage to property or loss of property that may occur in connection with my participation in the Activity.
- f) I agree to indemnify and save and hold harmless, forever, the Released Parties and each of them from any and all losses, liability, damage or cost that they may incur arising out of or related to my participation in the Activity, whether caused by the negligence, breach of statutory duty or other duty of

care (including the duty of care owed under the *Occupier's Liability Act* (BC)) by the Released Parties or otherwise.

g) I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence, breach of statutory duty or other duty of care (including the duty of care owed under the *Occupier's Liability Act* (BC)) by the Released Parties, and is intended to be as broad and inclusive as is permitted by the laws of British Columbia, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PARTICIPANT SIGNATURE

By signing below, I confirm the following:

Select, by checking the box, the statement that applies:

I AM THE AGE OF MAJORITY.

I AM A MINOR.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND THE TERMS AND CONDITIONS ATTACHED HERETO AND I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated: _____

In the presence of: _____)
_____)
Witness _____)
_____)
Address _____)
_____)
Occupation _____)

Print Name

Signature

GUARDIAN SIGNATURE (if applicable)

By signing below, I confirm the following:

I AM THE GUARDIAN OF THE MINOR PARTICIPANT.

I ACKNOWLEDGE IT IS MY RESPONSIBILITY TO ENSURE THE MINOR PARTICIPANT DOES NOT HAVE ANY MEDICAL CONDITIONS THAT WILL AFFECT HIS/HER PARTICIPATION IN THE ACTIVITY.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THE SUBSTANTIAL RIGHTS GIVEN UP BY SIGNING IT.

I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated: _____

In the presence of:

_____)	_____
Witness)	GUARDIAN NAME
_____)	
Address)	
_____)	
Occupation)	

Schedule "A"

Esquimalt Community Garden Society Membership and Plot Use Agreement

Purpose: The Community Garden at Anderson Park was established by the Township of Esquimalt to support the Township's commitment to food security and a healthy lifestyle for its residents.

Definitions:

"Agreement" is this Esquimalt Community Garden Society Membership and Plot Use Agreement, the Esquimalt Indemnification/Release Agreement and the Terms and Conditions Governing the Use of the Garden.

"Community Garden" is the area of land owned by the Township located in Anderson Park used for the purpose of growing organic, pesticide-free produce and flowers for non-profit use.

"Esquimalt Community Garden Society" (ECGS or The Society) is an unincorporated, unregistered non-profit group organized for the purpose of operating the Community Garden, in partnership with the Township.

"Esquimalt Indemnification/Release Agreement" is the Plot Agreement and Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement signed by the member at the Esquimalt Recreation Centre.

"Garden Plot" is the raised bed, size and shape being site-specific, assigned by ECGS to an individual or family.

"Plot Holder" is an individual (and his/her immediate family) who has been accepted for membership in ECGS and who has paid the Plot Fee for the current year.

"Plot Fee" is paid annually for each Garden Plot, payable to the Township.

"Steering Committee" is the group of ECGS volunteers who, acting on behalf of the membership in accordance with its governing document, assume the leadership and direction of the Society, making decisions it deems to be in the best interests of the members. The Steering Committee coordinates with the Township on the operation of the Community Garden.

"Terms and Conditions Governing the Use of the Garden" are the terms and conditions drafted by the Steering Committee and attached to this Agreement as Schedule "B".

"Term" or "Membership Year" is the calendar year, January 1 to December 31.

"Township" is the Township of Esquimalt.

Plot Fee to be Paid

1. The Plot Holder agrees to pay the Township a Plot Fee, an amount determined annually, concurrent with the acceptance of the application by the ECGS. The Membership Year begins on January 1 and expires on December 31. Membership in the ECGS is renewable annually. The renewal Plot Fee must be paid and a new contract signed no later than January 15.
2. The Plot Holder agrees that there shall be no entitlement to any refund of the plot fee set out in Paragraph 1 unless s/he relinquishes the use of the Garden Plot assigned to her/him prior to April 1 of the year in respect of which the fee is paid and so notifies the Society in writing prior to that date, unless the request is due to illness or disability. Refunds will be pro-rated for the unexpired number of months in the current term.
3. The Plot Holder acknowledges and agrees that the fee may be amended by the Township from time to time to accommodate expenses of the Community Garden.

Indemnification and Release

4. The Plot Holder agrees to sign Esquimalt Indemnification/Release Agreement with the Township.

Insurance

5. Insurance will be purchased by the Township on behalf of members of the Esquimalt Community Gardens Society. The cost of the insurance is included in the Plot Fee. The Plot Holder may request to review the policy.

No Excavation or Disturbance Outside the Plot Boundaries

6. The Plot Holder agrees not to disturb, excavate or alter any property of the Township outside the boundaries of his/her assigned Garden Plot except at the direction of the Township.

No Pesticide Use

7. The Plot Holder will not use chemical insecticides, herbicides or fungicides may be used within and around the Community Gardens. The Plot Holder will use only fertilizers that meet organic standards.

Walkways to be Kept Clear

8. The Plot Holder will keep the walkways within and between his or her Garden Plot free of rubbish, compost, sticks, stones, weeds, structures or other obstructions.

Garden Plot Maintenance Standards

9. The Plot Holder will not erect structures within the Garden Plot except for:
 - (a) a single compost not exceeding a volume of one (1) cubic meter;
 - (b) wood retaining walls, not exceeding the height of 0.35 meters above natural grade, enclosing raised beds;
 - (c) stakes, trellises or similar plant supports less than 2.13m or 7 ft above ground level.

10. No building materials, furniture or equipment or items of any kind not used in the cultivation of the Garden Plot may be stored or kept in the Garden Plot or within the Community Garden.
11. The Plot Holder agrees to clear the Garden Plot of stubble, temporary plant supports and general debris by November 1 in each year, and shall leave the Garden Plot in a neat and tidy condition between that date and the start of the next growing season. **This provision shall not preclude overwintering plants.**
12. The Plot Holder agrees not to leave any rubbish or debris in or around the Garden Plot and dispose of same in accordance with all applicable laws.
13. The Plot Holder agrees to maintain the Garden Plot clear of any weeds, especially those which are likely to spread to other plots.
14. The Plot Holder agrees not to use any fruit trees or invasive species as listed by the Invasive Species Council of British Columbia invasive plants list. [www.bcinvasives.ca] The Plot Holder is strictly prohibited from cultivating any species of the cannabis plant.

Laws

15. The Plot Holder shall comply with all municipal bylaws, as may be amended from time to time, that apply to the residents of the Township, federal and provincial laws, as may be amended from time to time, relating to use of a garden including but not limited to environmental laws.

Motorized Equipment

16. The Plot Holder will not use motorized equipment in and around the garden.
17. The Plot Holder will not use equipment that may damage or interfere with use of the walkways or other plots within the Community Garden.

No Burning or Smoking

18. The Plot Holder will not ignite or maintain any fires within and around the Community Garden.
19. The Plot Holder will not smoke within or around the Community Garden.

No Guarantee of Suitability for Intended Use

20. The Plot Holder acknowledges that the Township and Esquimalt Community Garden Society make no guarantees or representations with regard to the condition of the assigned Garden Plot or the amount of work required to develop or restore it to a state suitable for the Plot Holder's intended use.

Water Use

21. The Plot Holder will only water within the Community Garden by hand or by hose, and will not leave running water unattended. The Plot Holder agrees to comply with all applicable watering restrictions in effect in the Capital Regional District.

Residence Requirement

22. The Plot Holder must be a resident of the Township and agrees to notify a member of the Steering Committee in writing within 30 days of any change in her/his residential address from that set out in this Agreement.
23. The Plot Holder agrees to vacate the assigned Garden Plot and to relinquish immediately the permission granted hereunder in the event that s/he ceases to reside within the Township, provided however that in any year this requirement shall not take effect until **December 31st** if the change in residence occurs between April 1st and October 1st.

No Assignment by Plot Holder

24. The Plot Holder agrees that permission for the use of the Garden Plot may not be assigned, transferred or bequeathed by her/him to any person other than immediate family including spouse, child of legal age, parent, or sibling.

Supplementary Rules

25. The Plot Holder acknowledges and agrees that the Society or the Township may from time to time make supplementary rules governing the use of the Community Garden and/or the Garden Plot which shall form part of this Agreement with the same effect as if they were set out herein.

Enforcement of Agreement

26. The Plot Holder acknowledges and agrees that the permission for the use of the Garden Plot may be revoked by the Society if s/he fails to abide by the terms and conditions of this Agreement, including supplementary rules and guidelines established by the Society or the Township pursuant to Paragraph 25. No prior forbearance by the Society with respect to any such breach or contravention shall bar the Society from revoking the permission for the use of the Garden Plot.
27. The Plot Holder acknowledges and agrees that the permission for the use of the Garden Plot may be revoked by the Township if s/he fails to abide by the terms and conditions of this Agreement, including supplementary rules and guidelines established by the Society or the Township pursuant to Paragraph 25. However, the Township's enforcement of the Agreement is discretionary, and the Township will be under no obligation to enforce the Agreement.

General Provisions

28. The Plot Holder acknowledges and agrees that permission for the use of the Garden Plot will be revoked by the Society or the Township if the Society or Township decides to discontinue the operation of the Community Garden. In that event plot holders will be given 60 days written notice.
29. The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

- 30. Unless otherwise indicated in this Agreement, all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.
- 31. The waiver by a member of the Society or the waiver by the Township of any failure on the part of the member of the Society or the Township to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 32. If any portion of this agreement is found by a court of competent jurisdiction to be invalid, the invalid portion is to be severed and the remainder is to be valid.

Freedom of Information Disclaimer

The personal information collected below is collected pursuant to section 26(c) of the *Freedom of Information and Privacy Act* (BC), as the personal information relates to and is directly necessary for the operation of the Community Garden. Should the Plot Holder have any questions or concerns with respect to the collection of this personal information, the Plot Holder may contact, Anja Nurvo, Director of Corporate Services, 1229 Esquimalt Road, Esquimalt BC, 250-414-7135.

By signing this Agreement, the Plot Holder hereby consents to the Township disclosing this information to the Chairperson of the Esquimalt Community Gardens Steering Committee [esquimaltcommunitygardens@gmail.com] for the purposes of operating and managing the Esquimalt Community Garden.

By signing this Agreement, the Plot Holder hereby applies for membership in the Esquimalt Community Garden Society and for permission to cultivate a garden plot in the Community Garden on lands owned by the Township of Esquimalt in Anderson Park, 835 Colville Rd., Victoria, BC for a one-year term.

By signing this Agreement, the Plot Holder agrees that he/she has read, understood and hereby agrees to abide by the terms and conditions governing the use of the Garden Plots as stated in this Agreement.

Name of Plot Holder: _____
 Signature of Plot Holder: _____
 Mailing Address: _____
 Phone number: _____ Email address: _____
 Emergency contact: _____ Relationship: _____ Phone: _____

Esquimalt Community Gardens Society

Terms and Conditions Governing the Use of the Garden

WELCOME to the Esquimalt Community Garden at Anderson Park. The garden is located in Anderson Park at 835 Colville Road at Carrie St. The garden is open from dawn until dusk every day. We are a non-profit demonstration garden operating under the auspices of the Township of Esquimalt. The garden has 22 raised beds, several community beds, berry borders, apple trees, and several Earth Machine compost bins.

We are a diverse group of Esquimalt residents dedicated to organic, pesticide-free gardening, providing wholesome, nourishing food for our families and for the larger community.

Goals of the Esquimalt Community Garden Society:

- To support the Township's commitment to sustainability and food security;
- To allow Esquimalt residents of all ages and backgrounds to garden in a community context where they can

improve their quality of life and their natural environment;

- Through our demonstration gardens, to offer gardening education to the broader community, and to encourage organic growing, healthy eating, and the creation of a more food-secure environment.

Who Maintains the Garden?

Routine tending of the garden's community and common areas is the responsibility of Esquimalt Community Garden Society members. In partnership with the Township of Esquimalt we participate in the long-term planning and development of the gardens. Central to the idea of a community garden is that low fees are made possible through members' volunteer participation.

When you become a member, you have both the opportunity and the obligation to be involved in garden activities. Participation is a requirement of all members.

Our Society

Garden members elect a 5-person Steering Committee annually at the November Annual General Meeting. The Steering Committee is responsible for administration, managing risk, developing policies, and long-term planning in partnership with the Township. They organize the work of maintaining the gardens, allocate plots, orient new members, and organize events. The members collectively agree to designate and authorize the Steering Committee to make decisions and to act on behalf of the membership in accordance with its governing document. The Steering Committee meets monthly or as needed. Please consider sharing your skills by volunteering for the Steering Committee. Contact the Chairperson or any SC member for more information.

Membership Meetings

General meetings for members are held throughout the year as needed. The Annual General Meeting of the membership is held in November and absent reasonable excuse, attendance is expected.

Annual Fees

The annual plot rental fee for 2019 is \$50 plus GST payable directly to the Township at the Recreation Center, 527 Fraser St.

One garden plot will be assigned per Esquimalt residential address. Fees paid to the municipality cover the operating

expenses of the garden, such as soil and mulch deliveries, and other miscellaneous expenses.

Plot Renewal for 2019

Members may renew their Agreement and plot assignment from year to year, provided the plot has been maintained the previous season, all work assignments have been completed satisfactorily, and the membership fee is paid prior to the deadline.

A new contract must be signed and the user fee paid by January 15 each year. Plots that have not been renewed go into the available pool to be assigned to new members.

Work Parties

There are 9 scheduled work parties each year from February through October, usually on the last weekend of the month, and occasionally on a weeknight evening in the summer months. **Members must attend at least three (3) work parties to fulfill their work requirement.**

- 👤 Bring gloves, drinking water and any hand tools you prefer, and remember to dress for the weather.
- 👤 Children who are too young to participate do not belong at work parties.
- 👤 Enjoy the opportunity to get better acquainted with fellow gardeners!

Member Responsibilities

To maintain your status as a member in good standing you must:

- 🌿 Notify the Membership Coordinator if your contact information changes;
- 🌿 Complete your assigned tasks;
- 🌿 Abide by all contract requirements, including attendance at meetings and participation at work parties;
- 🌿 Work your plot by May 1st. At a minimum, weeds must be removed and any cover crop cut down and turned under, and pathways around bed cleared of weeds.
- 🌿 Maintain your plot and keep it weeded throughout the growing season.
- 🌿 Arrange for someone to look after your plot if you are away from the garden. If you are away for an extended period, or experiencing illness or disability, notify the Membership Coordinator.
- 🌿 Always be considerate of other members.
- 🌿 Be welcoming and friendly with visitors and fellow gardeners.

How to Get a Plot at Esquimalt Community Garden

Contact us via:

Email: —
esquimaltcommunitygardens@gmail.com

Facebook-Esquimalt Community Gardens

www.esquimaltcommunitygardens.blogspot.com

Get in touch with us and ask to be placed on the wait list. We may ask you to attend a couple of work parties prior to a plot becoming available for you.

Plots may not be traded or reassigned without written permission from the Membership Coordinator.

Tools and Tool Shed

Please treat the community tools and equipment with care as you would your own. Clean the tools after use and replace them neatly in the shed. Community tools are to be used for work at the garden and returned to the shed at the end of each day. Please leave a note if any tool is broken or needs maintenance. Lock the shed when you are finished.

Composting

We have 5 “Earth Machine” bins for compostable plant waste. Chopping up your materials will help speed the decomposition process. Layer green (fresh) and brown (dried leaves) in a ratio of approximately 50:50, then mix and aerate using the wing-dinger. Please read and follow the composting instructions posted inside the

shed. Woody or fibrous plants that would take a long time to decompose should be placed in the plant debris pile.

Your Garden Plot

Environment: Organic gardening works! Feed the Soil, not the plant!

We are an **organic** garden. **Herbicides, pesticides and synthetic fertilizers cannot be applied anywhere in the garden unless they meet organic standards.** If in doubt, contact a member of the Steering Committee.

Planting: Plots are for *cultivation*, so at least 75% of your garden bed should be planted. Plants must not shade or grow into neighbouring plots. Invasive species such as mint and horseradish are prohibited. If in doubt, see www.bcinvasives.ca before you plant. Growing cannabis is strictly prohibited.

Plot Maintenance

You must keep your plot weeded and prevent plants from growing beyond your borders. Cover crops such as winter rye, legumes, clover, etc. must be cut back and turned under by May 1.

Most weed green parts can be composted; however, our bins do not heat up sufficiently to kill weed seeds, so seedheads must go in the brush/plant debris pile on the blue tarp. Be especially careful of goutweed, bindweed and other invasive plants that spread by root pieces as they can quickly take over the

garden. These and any diseased plant material, such as tomato or potato blight must **not** be placed in compost bins.

All non-plant material such as plastic pots, wrappers, metal and wood of all sorts must be removed and disposed of in your home garbage.

Gardeners are responsible for regular weeding and keeping the paths surrounding the plot clear of weeds. Do not allow them to go to seed. For safety, pathways must not be obstructed by any objects. Maintain your plot throughout the year and harvest your produce when it ripens. If you have excess, make arrangements for a volunteer to donate it to one of our partner social service organizations. Don't let it go to waste.

Your plot should be weeded and clear of debris by November 1. Growing winter crops is encouraged, but if you're not overwintering plants, cover the bed with a layer of leaf mulch to protect it from heavy rains over the winter.

Water

Water is provided through two taps in the garden. Plots must be hand watered; sprinklers are not permitted. Remember to use care with the hose to keep it from damaging other plots, and return it to the tap neatly coiled after use. Be sure the tap is turned off. Watering wands are in the shed. Remember to return them after use. Be

considerate of other gardeners waiting for the hose.

Keeping the garden well-watered during the dry summer months is the plot holder's responsibility. If you plan to be away, make arrangements with a fellow gardener to water in your absence, and return the favor when asked.

Trellises and Other Structures

Acceptable structures are: trellises, cold frames, row and plant covers.

Supports for vining plants must adhere to the following:

- ✂️ Avoid shading other gardeners' plots;
- ✂️ Structures must be under 7 ft (2.3m) above ground level, sturdy and safe with no sharp or protruding edges beyond the perimeter of the bed;
- ✂️ **No glass or pressure treated lumber!**
- ✂️ Structures must be monitored and repaired promptly;
- ✂️ Remove any non-permanent plant supports by Nov. 1 at Fall cleanup;
- ✂️ Row covers must be secured and kept in good repair.

Temporary Reassignment of Plot

If as a result of disability or illness you are unable to cultivate your plot for the duration of the growing season you must notify the Membership Coordinator. The Society may

reassign the Garden Plot to another person for all or part of that Membership Year.

If the plot is temporarily reassigned, you shall have a right of first refusal for that Garden Plot the immediately following Membership Year.

If the plot is temporarily reassigned and you are unable to cultivate it in the immediately following membership year as well, your rights with respect to that Garden Plot shall cease.

If a member's plot is temporarily reassigned, the Township will refund the monthly pro-rated user fee if, at the time of reassignment, the member has paid the User Fee for that year.

If the member is a person who is the **recipient** of a temporary reassignment, s/he shall pay the Township the Plot Fee; however, the member has no right or entitlement with respect to the use of the Garden Plot beyond the end of the membership year reassigned to her/him but shall resume his/her place on the waitlist if applicable.

Subdivision of Garden Plot

If you do not cultivate at least 75% of the area of the Garden Plot for two (2) consecutive membership years, the Society may subdivide the Garden Plot and assign the uncultivated portion to another person, in which case your rights and obligations shall apply only to the remainder of the Garden Plot.

Permanent Reassignment of Garden Plot

The assigned Garden Plot may be reassigned to another person by the Society, and the Member's permission to use it revoked, if:

1. The member has not paid the User Fee by the January 15 due date;
2. the Garden Plot shows no cultivation activity by May 1st in any year;
3. the Garden Plot is not maintained and becomes a nuisance to the Society and/or the Township;
4. the Member fails to perform her/his duties assigned by the Society;
5. Absent a reasonable excuse, the member fails to attend mandatory meetings of the ECGS or fails to respond to written communications;
6. The Member violates rules and regulations contained in this Agreement.

Problem Resolution

Every effort will be made to help gardeners understand and follow the rules. However, if a problem occurs this is the procedure that will be followed. After the first violation, the member will receive a warning in writing and will be given an opportunity to remedy the situation that is in contravention of the rules. If the matter is not addressed and the problem persists, or if there is no response

within 14 days, the plot could be forfeited without refund.

Use of pesticides, fungicides and herbicides not certified for organic gardening could result in the immediate forfeiture of the plot.

Violations will be handled as follows:

1. The member will receive written notification outlining the concern, the steps required to remedy the situation and a timeline for completion if applicable.
2. An extension may be requested within one week of receipt of the notification.
3. If the member fails to address the concern within the timeframe specified, the Steering Committee may reassign the plot.

Examples of situations that could result in the loss of a plot are:

- Plots not worked by May 1;
- Failure to respond to notification;
- Plots neglected and spreading weeds;
- Use of treated lumber;
- Use of materials or structures that do not meet the specifications;
- Use of herbicides, pesticides and fungicides and all fertilizers not approved for organic gardening;
- Failure to complete assigned work requirements.

Community gardening is a gift that gives us:

-the satisfaction of growing our own healthy organic produce;

-the opportunity to contribute to our community;

-social connections that are so important to a happy and healthy life.

HAPPY GARDENING!

End of Page

Skills Checklist

Name _____

Volunteering is an integral part and a **requirement** of community garden membership. To help match you to an assignment that makes the most of your talents and abilities, please indicate your areas of interest below:

- ___ Administrative/ leadership
- ___ Financial experience
- ___ Technology / social media
- ___ Community outreach/social work
- ___ Event planning
- ___ Team leader
- ___ Building/construction
- ___ Teaching/training
- ___ Level of gardening experience
 - ___ Novice
 - ___ Intermediate
 - ___ Knowledgeable

Do you have physical limitations, allergies, or medication needs that we should be aware of? Y / N

If yes please specify:

I authorize the inclusion of my email address in the membership list to be circulated only among the members. (Yes/No) please circle. This information shall be used solely for Garden business. I understand and agree that any commercial use of the list is strictly prohibited.

Please complete the signature page and the Skills Checklist, **and bring to any member of the Steering Committee**. Or drop them off at the Gardens, located in Anderson Park at Carrie and Colville Streets. Payment of the \$50 User Fee should be made directly to the Township at the Esquimalt Recreation Centre, 527 Fraser St.