



# DISTRICT OF BARRIERE ADMINISTRATIVE POLICY

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Approval Date: Nov. 2019

**NO: 39**  
**DEPARTMENT: ADMINISTRATION AND PARKS**  
**SUBJECT: COMMUNITY GARDEN PLOT RENTAL**

## 1.0 Definitions:

- i. "Community Garden" – means the ***garden designated by the District of Barriere for community use and located behind the TNRD Regional Library in Fadear Park.***
- ii. "District" – means ***the District of Barriere.***
- iii. "End of Season" – means the ***first business day of November in a calendar year.***
- v. "Garden Plot" – means ***a raised garden bed sectioned off in a wooden frame.***
- vi. "Non-Profit Organization" – means ***a registered society, institution, school, or place of worship providing a service to the community without profit.***
- vii. "Renter" – means ***the person or organization renting a garden plot.***

## 2.0 Policy Statement:

The Community Garden belongs to the community but is managed by the municipality. Water and limited maintenance is provided by the Municipality. Therefore, there is a small, annual rental fee to utilize a garden plot.

## 3.0 Deposit:

- a. A refundable deposit in the amount indicated in the *District of Barriere Fees & Charges Bylaw No. 73 as amended*, is to be paid to the District at the time of plot rental. The deposit is refundable at the end of season or at the time the renter wishes to cease use of the garden plot.

- b. Renter is responsible for the return of any key provided for the garden shed by the End of Season on the *Rental Agreement Form* unless the plot rental is otherwise renewed.
- c. The deposit will only be refunded/returned to the person who initially paid the fee.

#### 4.0 Rental Conditions:

A District of Barriere *Garden Plot Rental Agreement Form* is to be completed for each use of a garden plot by the Renter whose signature agrees to the following conditions of the plot rental (which are also stated on the rental form):

- Rental fee and deposit must be paid prior to the addition of any material to a garden plot.
- Rental fee applies to the use of a garden plot for any duration of time from the 2<sup>nd</sup> business day in November to the 1<sup>st</sup> business day in November of the following year.
- Renters are prohibited from planting trees, bushes over 3' in height, or cannabis in the Community Garden.
- Each Renter will be given a key to the tool shed and will be responsible for bringing it with them each time they work in the garden. They will also be entitled to the use of one of the storage lockers within the tool shed, which they may put their own lock on if they so choose. Any personal lock remaining on a locker after the end of the season will be cut and disposed of.
- The District is not responsible for any plot contents, tools or supplies in the Community Garden.
- Water is supplied by the District of Barriere but the District is not responsible for any garden losses in the event of necessary watering restrictions, waterline damage or repair.
- The District will provide limited maintenance of the Community Garden grounds such as periodic vegetation trimming on non-plot areas in the garden grounds, waterline/hose-bib repair, fence and garden shed repair as deemed necessary by the District's Parks Manager.
- Repairs to garden plots are the responsibility of the Renter.
- Soil and other garden material is the responsibility of the renter to provide for their own use.
- No smoking permitted on the grounds of the Community Garden.
- Children are welcome in the garden but must be accompanied by a Renter.
- Each Renter is responsible for helping maintain the safety in the garden by keeping tools/hoses in a safe place and off of the pathways.
- The garbage can by the tool shed is to be used for small **un-recyclable** items only. Empty plant pots may be left behind the tool shed.
- The Renter will not tamper with hose-bibs.
- The Renter will avoid the use of pesticides and herbicides in the Community Garden.

- Any produce or other growth remaining in a plot at the End of Season, without a valid rental renewal, will either be disposed of or donated to a community organization such as the Food Bank.
- The use of the garden and a garden plot is done at the Renter's own risk.
- All dogs must be on a leash and in the control of its owner while in the Community Garden as per *District of Barriere Parks Regulation Bylaw No. 42, as amended*.
- The gate to the Community Garden must be closed upon entering and exiting the Garden.
- No on-site sales of any goods or services are permitted within the Community Garden or public parks without consent of the District.
- If a Renter would like their plot rototilled, they can make a request to the District office between April 1<sup>st</sup> and September 30<sup>th</sup> , and staff will till the plot for them within 5 business days after receipt of payment of the charge indicated by the District's Fees & Charges Bylaw No. 73, as amended.

Non-adherence to these conditions may result in the Renter being asked to leave the garden and their plot being cleared by District staff. Renter fees and deposit will not be reimbursed and any produce or other growth will either be disposed of or donated to a community organization such as the Food Bank.

## **5.0 General Provisions**

- i. The District maintains the right to refuse rental of a garden plot.
- ii. Non-Profit Organizations are exempt from rental fees of one plot per organization, per season.
- iii. The District shall not be held liable for injury or damage to property relating to the use of the Community Garden.