

## **South Winnipeg Garden Club (SWGC) Conditions and Regulations**

### **A. CONDITIONS**

- 1) All Members of SWGC shall abide by these *Conditions and Regulations*.
- 2) All persons gardening at the SWGC gardens are required to have a membership. Family memberships are defined as members of the same household; A single membership is regarded as a family.
- 3) Gardening constitutes planting, weeding, and harvesting vegetables and/or flowers for a growing season. Temporary assistance given to Members is permitted. Youth are encouraged to participate in gardening with Members.
- 4) Members may share their assigned garden plot with another gardener provided such gardener also becomes a member of the SWGC and pays the applicable sharing fees.
- 5) New members are limited to a single plot when the waiting list of applicants exceeds the number of garden plots available. Gardeners may be given an opportunity to rent an additional plot once the waiting list has been satisfied. The Executive Committee will be responsible for determining a method to allocate spare plots.
- 6) The SWGC allows the Member to use the land for the purpose of a Garden Plot and for no other purpose whatsoever.
- 7) Resale of garden plots rentals is not permitted. The rights granted to the Member shall not be transferred or assigned in any way.
- 8) Requests for temporary absences of garden plot rentals for up to a year shall be referred to the Membership and Allotment Administrator.
- 9) The Member agrees to pay operating expenses such as tillage and other costs associated with the personal use of the garden plot.
- 10) The Member has no claim for losses, damages or compensation of any kind including loss of equipment and any plantings because of vandalism, pilfering, weather, or any other act.
- 11) The SWGC makes no representations or guarantees as to the suitability or condition of the garden plot.
- 12) Garden plot rentals are not intended to be for profit ventures. Many gardeners choose to donate excess produce to local food banks or community kitchens. The SWGC may provide an opportunity for members to donate excess vegetables to *Manitoba* Harvest. This practice is greatly encouraged and is cited as a primary benefit of the SWGC gardens.

### **B. REGULATIONS**

## **South Winnipeg Garden Club (SWGC) Conditions and Regulations**

### **a) The Garden Plot Description and Regulations**

The 111 garden plots at the SWGC are near each other and separated by paths to allow access to inside gardens. The following *Regulations* permit everyone to have a positive and enjoyable gardening experience. Traditional gardening is preferred. The traditional basic vegetable garden design is straight rows. Each Member is responsible for growing their vegetables and flowers. Pilfering (garden raiding) amongst gardeners is not permitted. Gardens are informally monitored for prevention. Entry to other members' gardens should only be with member permission.

- 1) The garden plot shall be maintained in a neat and tidy condition. Loose debris, garbage and items not related to gardening must not be left in the garden plot.
- 2) Be responsible for keeping the garden weed free and removing all weeds within the garden plot and within a .5 (half) meter (18 inch) buffer zone surrounding the garden plot.
- 3) Changes or alterations to the garden plot shall not be made.
- 4) The garden plots must be cultivated in such a way that they can be easily restored to their original condition. Deviating from traditional gardening techniques is discouraged.
- 5) Ensure that vertical water barrels are secured with a *child proof lid*. St. Amant officials periodically check for compliance. Compliance is a high priority and is included in our Agreement with St. Amant.

### **b) *Wildlife Protection - Fences***

*Fences are classified as permanent or temporary. Members may also choose to not have a fence.*

- 1) *Permanent fences are fences which are left up all year. Fence material shall be steel fencing. Welded wire, chicken wire or similar wire type fence material are acceptable. Posts can be metal or wood. Members are responsible for tilling, no-till or other approved methods of gardening within permanent fences.*
- 2) *Temporary fences are fences which are put up in spring and taken down in fall. Fence material can be a variety of materials with black plastic netting being the most common. Posts could be left up unless they would interfere with the movement of equipment or custom tilling.*

## **South Winnipeg Garden Club (SWGC) Conditions and Regulations**

- 3) *The following regulations apply to permanent and temporary fences.*
- a) *For fences next to a path, the fence will be placed 45 centimetres (18 inches) from the middle of the path as determined in the path map and by the path sight line.*
  - b) *For fences with borders to other gardens, the fence will be placed within a member's garden and no closer than 15 centimeters (6 inches) to the other gardens.*
  - c) *Members are responsible for weed control under fences. Commercial grade landscape ground cover (landscape fabric) placed under the fence in 30 centimeters (12 inch strips) or wider is highly recommended.*
  - d) *Herbicide application in the gardens during the growing season (live plants) should be avoided. For weed control under fences, see clause c) above. Mechanical weed control (removal by hand or garden tools) for all other applications is strongly encouraged. For any application of herbicides or insecticides, only applicators with clearly direction-focussed nozzles (backpack and pump sprayers) are to be used. Applications are to be limited to calm wind conditions, using extreme care to avoid any drift (vapour or aerosol). If a member chooses to use a herbicide, it is recommended that the services of a competent applicator person be considered..*
  - e) *All fences shall be placed so there is unfettered access to the water taps.*
  - f) *Fences have been proven to be the most effective means for wildlife control. Repellants (Plantskyde, Bobbex or homemade deterrent), vegetables (cucumber, onion, hot pepper, sweet pepper & tomato), flowers (amaranth, dusty miller, marigold, snapdragon & zinnia) and scaring devices (scare crows, tin foil plates, lights, plastic strips) are other methods to deter wildlife (mainly deer) from feeding on vegetable and flowers in the SWGC gardens.*
  - g) *All temporary fencing and plant support must be removed by the end of the 4<sup>th</sup> week of September to permit equipment access for custom tilling.*
- 4) Structures for water barrels, compost bins and small garden tool storage are permitted. Vertical supports for plants such as pole beans, tomatoes, peas, etc. are permitted. Structures and supports shall not exceed 2 meters (6 feet) in height and shall not interfere with adjacent gardens.
- 5) Not make any excavation or place any fill in the garden plot without first having obtained the approval from the Executive. Leaves and straw shall be used sparingly in gardens to prevent an environment for mice and voles to live. Straw or leaves shall not exceed 2.5 cm or 1 inch thickness. Straw bales or similar bulk items are not permitted. The use of “non-compostable” materials or materials such as wood chips which take a long time to compost in the garden is not permitted.
- 6) Raised wood beds are not permitted.

## **South Winnipeg Garden Club (SWGC) Conditions and Regulations**

### **c) The Garden Area**

- 1) Be responsible for the clean-up of litter around the garden and clean-up of any wind-blown litter generated because of the use and occupation of the garden plot by the Member.
- 2) Personal vehicles, including delivery and personal trucks are not permitted in the gardens. Delivery of garden material (compost/mushroom compost/ manure, soil, sand, etc.) shall be made at the side of the garden area. Wheelbarrows or wagons shall be used to transport the material to the garden plot. Exception: Deliveries to the outer garden plots accessible by the renter are permitted.
- 3) Respect his or her neighbour by avoiding shading adjacent plots and keeping his or her plants from spreading over paths and adjacent gardens. Planting trees and shrubs is not permitted, and planting perennials is discouraged. Strawberries *and asparagus* are permitted provided the member keeps *the plants* free of weeds.
- 4) Garbage shall not be left in the garden or at the compost bins and shall be removed from the SWGC garden area. Exception – Members who use public transportation, bicycles or walk and do not have a means of transporting garbage will be permitted to leave their garbage at the west end of the compost bins. Garbage bags must be tied and not contain any soil.
- 5) Dumping of any material on the riverbank is strictly prohibited. The riverbank is part of the “riparian zone” and members shall not remove any growth, shrubs, or trees from the *riverbank*.
- 6) Activities must be confined to the garden area only. This is the existing garden area as defined by St. Amant Inc.
- 7) The area to the West & Northwest of the garden plots is a restricted area. There will be no trespassing.
- 8) Open flames, including barbeques in the garden area are prohibited.

### **d) Compost**

- 1) Follow the “Items to compost and not to compost” handout and the signage at the compost bin.
- 2) Soil on the roots of all plants destined for the compost or for in-garden shredding must be removed.
- 3) In-garden shredding is encouraged and permitted.
- 4) Members who leave their garden material at the compost bin are urged to also volunteer for shredding.

### **e) Organic Gardening**

## **South Winnipeg Garden Club (SWGC) Conditions and Regulations**

- 1) SWGC encourages and promotes the use of non-GMO (Genetically Modified Organism) products, including plants and seeds.
- 2) All garden pests must be removed from plants so as not to spread into adjacent gardens *or consider using OMRI (Organic Materials Review Institute) listed products where available*. For example: *To control insects like flea beetles, cabbage moths, corn borers, etc., consider using O.M.R.I. listed insect sprays.*
- 3) Synthetic Chemical *Herbicide (Roundup or similar herbicides) and Insecticide* use is generally discouraged by the SWGC. Physical and biological control methods (*hoeing or hand digging*) are strongly encouraged. Where, in the case of infestations, gardeners believe the use of synthetic, chemical products is essential for effective control, only products duly registered under the Health Canada P.C.P. Act, and not otherwise prohibited by law, are permitted. *And any application shall be made strictly in accordance with the manufacturer's instructions and with care to prevent any encroachment on adjoining garden plots. For insect control, consider using OMRI listed products where available."*
- 4) Incorporation of shredded garden plant material, compost, well-rotted manure, leaf mold and organic fertilizers is strongly encouraged. Inorganic fertilizer (chemicals *such as some Miracle Grow products*) use is generally discouraged.

### **f) Garden Club Dates**

- 1) The garden plot must be cleaned of garden material by the 15<sup>th</sup> of October each year and must be weeded and ready for planting no later than the 15<sup>th</sup> of May the following year, weather permitting. Some frost hardy vegetables may be left beyond the 15<sup>th</sup> of October at the choice of the renter.

### **g) Agreement and Penalties**

- 1) Members having problems with garden plots beside them because of a breach of these *Conditions and Regulations* should refer the problem to the Executive, preferably by email to [swgc@mymts.net](mailto:swgc@mymts.net) or by writing, in person or by telephone.
- 2) Members not conforming to garden rules shall be given notices to correct the requested concerns. Those not adhering to these notices shall forfeit their membership, garden plot and garden deposit to the SWGC.
- 3) This Agreement is subject to cancellation upon THIRTY (30) DAYS written notice being given by either party to the other.
- 4) Comply with any written notice received by the SWGC **from St. Amant** to restore the garden plot to its original condition or take a corrective action, within 30 days of notice. Should a member not so comply with the notice, St. Amant may enter the garden plot and conduct the necessary action at the sole cost and expense of the member.

**South Winnipeg Garden Club (SWGCL)**  
**Conditions and Regulations**

- 5) In the event this Agreement expires or is terminated by either party for any reason whatsoever, the Member shall peacefully surrender and yield up the garden plot on or before the effective termination date, take up and remove all personal items and improvements placed in, on or about the garden plot.