

The Capital City Allotment Association was established in 1974 to provide garden plots for growing vegetables, fruits and flowers for personal consumption. The property is owned by the District of Saanich and operated by the Capital City Allotment Association, a non-profit run by volunteer members, under a licence of use.

Swan Creek, a protected waterway and fish habitat, flows through the centre of the gardens and is not part of the gardens under the Licence of Use. Almost sixty per cent of the plots are within the riparian zone and may be affected by seasonal flooding, which can affect gardening practices in this zone.

The Terms and Conditions were created as a way to manage the gardens in a healthy, democratic and respectful manner as well as allowing us to fulfill our licence obligations with Saanich Parks.

Capital City Allotment Association (CCAA)

Terms and Conditions

1) Plot Maintenance

(1) Plots must be kept in a good, clean and orderly condition and free of weeds, grasses, and invasive plants. Items including, but not limited to, wood, plastic, garden decor, containers, and excessive organic debris must not be accumulated. Materials not designed for gardens or outdoor use, such as tires, flooring and composite wood products are prohibited. Burlap sacks and coffee sacks are not permitted on the ground in garden plots.

Existing structures, including tool storage, compost boxes, raised beds, fences, patios and shelters must be kept in good repair.

Lessees are responsible for removing debris from their plots and disposing it off site.

(2) All plots are subject to periodic inspection and any remediation is required upon written notice. Members will be required to relinquish their plots if they or their associate member(s) fail to abide by the Saanich Licence of Use, the CCAA Bylaws and Lease Agreement or the Terms & Conditions.

(3) Plots must be cleared of weeds and debris by the end of the first weekend of May, and must show activity by the Tuesday following the May long weekend; this activity is defined by cultivation of not less than 50% of the plot and any combination of newly turned soil, new planting of seeds, nursery starts, or perennials. The plot must be fully cultivated over the growing season. Extraordinary general circumstances or personal situations, such as unduly wet conditions or illness, may be taken into account by the Board resulting in an extension to these dates.

(4) All structures and garden items must be kept inside the plot.

(5) Pathways between plots must be kept mowed and free of objects. Digging or cultivation of pathways is not permitted.

(6) The first 60 cm (two feet) of a full-size plot and the first 30 cm (one foot) of a half-size plot must be planted in flowers.

(7) Planting trees and large shrubs (e.g. fig, hazelnut), is prohibited, and existing ones must be kept pruned to a maximum height of 3m (10 feet) with branches not extending beyond the plot perimeter to prevent vegetation shading and/or roots invading neighbouring plots. Large plants and perennials must be contained in their entirety within the plot perimeter. Exemptions to these height rules apply to existing trees planted on the two orchard plots #32 & #36. Trees may not be removed without written approval from Saanich Parks.

(8) Plots must be cleared of unusable produce and dead plants by October 31 each year and temporary items, such as hoop houses, cloches, bean poles, trellis arrangements etc., must be dismantled and securely stored. Approved framing, such as hoop houses, used for over-wintering produce must be properly secured against inclement weather.

(9) Plots must be returned to the Association in a clean state with all items removed with the exception of permitted structures in good repair.

2. Structures

10) No new structures are allowed under the License of Use document signed on June 2, 2022 between CCAA and the District of Saanich. The only exception will be if a structure was in existence before July 2, 2022 and needs replacement or repair due to physical deterioration. A plot holder may apply in writing to CCAA Board (info@ccaagardens.org) to repair or rebuild an aging structure. The Board will refer to the "Structures Specification" document approved by resolution in 2018, to ensure that any rebuilt or repaired structure complies with this reference document. Temporary framing for plant protection and over-wintered produce must be in accordance with the structure policy.

3. General Rules and Expectations

(11) Plots are to be mainly used for the growing of vegetables and cane or bush fruit.

(12) Allotment garden produce shall not be offered for sale.

(13) Plot dimensions must not be altered without the written approval of the CCAA Executive. Plot markers must be left in position at all times.

(14) The premises are not to be used between dusk and dawn. The last gardener leaving should check to see that lawnmowers and wheelbarrows are locked in the sheds. Gates should be kept closed at all times.

(15) Regular and associate members are entitled to the use of equipment owned and maintained by the Association on the garden site, provided such equipment is operated safely, cleaned after use and returned to the designated storage area. Members, or their contractors, who damage equipment or fixtures on the grounds will be billed the cost of repairs. Members are responsible to determine if hired contractors have WorkSafe coverage if applicable. Members unfamiliar with the operation and maintenance of the equipment are advised to request assistance from the CCAA executive or knowledgeable members.

(16) Running water must not be left unattended, and hoses must be disconnected after use. Sprinklers and overnight watering are prohibited.

(17) Pets, livestock and chickens are not allowed on the garden site.

(18) Children must be supervised at all times.

(19) Personal vehicles must be parked in designated areas.

(20) Motor vehicle access to the gardens must be authorized in advance by the CCAA executive.

(21) The Association is not responsible for loss or damage to crops or personal property within the allotments.

(22) Materials are not to be left or dumped in common areas, including parking lots; bush areas along the creek and the perimeter of the gardens. Exceptions are materials required for construction and maintenance of common property, and other association activities approved by the CCAA executive.

(23) Animal parts such as meats, bones and shellfish that have not been processed for use as commercial soil amendments or commercial fertilizers are not to be used in the gardens.

(24) Gardener members or associates are asked to bring concerns to the CCAA Board (send email to info@ccaagardens.org). The duly elected officers of the CCAA Board are entrusted to run the day-to-day operations of CCAA. The District of Saanich only wants to deal with CCAA President, Vice President and/or their designate. If a gardener member or associate member has an issue or comment they wish to make please send an email to info@ccaagardens.org or send a letter to CCAA Board at 641 Kent Road clearly stating the issue. The Board will do its best to respond to the member or associate gardener in a timely manner.

4. Adherence to laws and bylaws

(25) Members are to abide by applicable government regulations such as, but not limited to, the following:

a. Watering regulations.

- b. Fire regulations. (Burning is prohibited. Barbecues are prohibited unless supervised by the CCAA Executive or designate as per the Saanich Fire Marshall's directive.)
- c. Members must not store, spray or apply any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the grounds or creek.
- d. Swan Creek is not part of the CCAA licence of use. It is a protected waterway and fish habitat; management of the riparian area is the under the direction of the District of Saanich and its designees. Members are not to alter the creek banks, prune or remove vegetation in the riparian area, dump debris, draw water, or place any object in the creek. Members must ensure no items from their plot, including straw, debris and unharvested produce, enters the watercourse during flood events.
- e. Flooding of Swan Creek is a dynamic situation and the CCAA executive may, as necessary, enact rules and policies to protect the riparian zone in accordance with federal, provincial and municipal laws.
- f. Soil, including soil attached to sod, is not to be removed from the gardens.
- g. Smoking is not allowed, including tobacco, vapour products and cannabis. The consumption of alcohol is prohibited.

5. Enforcement

(26) Plot leases will be forfeited if a member or associate member(s) fail to abide by the Terms & Conditions agreed to when signing the lease agreement and/or:

- a. Fail to maintain their plots in a good, clean and orderly condition by allowing excessive weed growth, the accumulation of old wood and garden debris, which includes but is not limited to garden decor, clutter, garbage and unused or excessive items.
- b. Interfere with other plot holders by over-watering, or allowing plants or garden material to encroach onto the paths of neighbouring gardens.
- c. Behave in such a manner as to endanger the safety of neighbours or to interfere with the rights of other members.
- d. Fail to actively garden their plot throughout the growing season.
- e. Plot leases will be forfeited or subject to review prior to renewal if plots are not cleared, and items are not properly secured at the end of the gardening season.

(27) The plot inspection committee is independent of the elected directors. It shall notify members in writing when they are in violation of the Terms & Conditions or items (a) through (e) above. The notification will state the nature of the violation and specify remedial action and the deadline for such. Failure to comply within 14 days will result in the issuance of a second,

written, notice warning that the lease will be revoked and membership terminated should the offence not be corrected immediately.

When the member has addressed the issue to the satisfaction of the committee the member will be notified.

Should the member not respond by either correcting the issue, or registering in writing within 14 days of the second notification that they are in disagreement with the assessment, a final written notice will inform the member of the termination of the lease and membership.

Should the member register their disagreement with the assessment within 10 days of the first or second notification, the member can make a written request to the CCAA executive for a review of the notice. Further remedies are available under section 75 (2) of the Societies Act and/or the Civil Resolutions Tribunal.

6. Plot Rental & Assignment

(28) Plots become available for assignment through the failure of a member to renew their lease, death of a member, termination of membership, or the opening of new plots.

(29) Vacant plots will be assigned as follows:

- a) Except for plots where the lease has been revoked, terminated or a lease renewal refused, first consideration for lease of a relinquished plot will be given to a registered associate who has actively gardened for three (3) or more of the most recent years on the vacated plot, as evidenced by the associate member name(s) registered on the CCAA lease agreement. Preference will be given to the associate member with the most number of years registered with the relinquishing lessee, and then preference to the order in which the associate names appeared in the latest lease agreement.
- b) Second consideration will be given to current lessees in good standing, in order of application, who have provided a written transfer request. Under exceptional circumstances the board can override this rule, such as to move members from decommissioned plots or to abide by legislation.
- c) All other vacant plots will be offered to people on the wait list in the order that their written applications were received.
- d) Notwithstanding the above, upon the death or illness of a member in good standing the plot shall first be offered to the spouse or a family member currently working the plot who is registered as an associate.
- d) In the event of a divorce or separation, either spouse shall be able to assume the existing lease, provided the assuming spouse is registered as an associate.

(30) Only one lease per household is allowed. Members holding multiple plots prior to 1984 will remain grandfathered.

(31) Plots must be principally maintained and cultivated by the lessee. No plot holder may let anyone sublet, take over, or use their plot without written permission from the CCAA Executive.

7. Lease Agreements

(32) Membership and Lease Agreements run from January 1 to December 31. Membership and leases of members who fail to clear their plot and secure it over the winter may be subject to review prior to renewal. Plot rental fees and signed Lease Agreements must be received by the Capital City Allotment Association no later than February 15 each year. Plots not paid for by this date will be considered vacant and available to people on the transfer and wait lists.

(33) Effective 2023 a plot full-plot rental fee shall be one hundred dollars (\$100.00) and a half-plot rental fee shall be fifty dollars (\$50.00). A refundable deposit is equal to the then-current lease rate for the plot will be collected for each garden plot that is leased from the available, recently-vacated pool, or from members transferring to a different plot. This deposit will be returned, when the plot is vacated in a clean, weed-free condition, with no foreign materials present (including but not limited to wood, plastic, cement, bricks, asphalt, shingles, glass, plastic, wire and carpeting) other than items in good condition as permitted:

- a. raised beds
- b. greenhouses
- c. fencing
- d. tool boxes
- e. compost boxes

This security deposit is applicable to both new members leasing a garden plot for the first time and for existing members transferring to a different plot.

(34) To maintain CCAA gardens to an acceptable financial and operational standard it is mandatory that each member volunteers a minimum of 5 hours per year to complete tasks as assigned by the Volunteer Coordinator. Gardeners with physical challenges due to age or health related issues are exempt from this requirement.

8. Terms & Conditions Review

These terms and conditions must not be altered or added to except by resolution(s) achieving 60% support from voting members attending a general meeting.

Adopted by the Membership at Special Meeting June 28, 2010

Last amended at AGM November 24, 2024