



## **REGULATION FOR THE MANAGEMENT OF "SOCIAL GARDENS"**

*Approved by the Amici per l'Africa di Trebaseleghe Association's Board of Directors with minutes number 1 point 5 of the Board of Directors on 25 February 2020, amended on February 5, 2021 minutes number 1 point 12 and on May 4, 2021 minutes number 2 point 12, and on April 27, 2022 minutes number 4 point 8.*

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### **Article 1 - Premises**

It will start by saying that the association Amici per l’Africa – Trebaseleghe, Onlus headquartered in Via San Tiziano 9/B di Trebaseleghe, by act rep. n. 1417 dated 22 June 2017 of the Municipality of Trebaseleghe (PD), in collaboration with the parish Caritas of Trebaseleghe, has stipulated with the same Municipality a "Contract of transfer in free loan of land to be used in social gardens".

General criteria have been set together for the delivery, management and maintenance of the area and on civil and criminal liability for any event within the area itself.

Since the Municipal Administration has not specified anything about the modalities of assignment and use of the area by the Users of the individual lots who will hereinafter be called Assignees, on the basis of the gained experience and in agreement with the Parish Caritas, the Board of Directors of the Association approves the following regulations.

A copy of these regulations, translated into English and French in order they can be better understood by the not Italian Assignees, will be given to the Municipal Administration for its observations, if any, and shall constitute an obligation on the part of the holders of the individual lots.

### **Article 2 – Inspection visits**

The Municipal Administration as owner of the area and the Association as in charge of the social gardens through their supervisors, will be likely to access the lots at any time, to verify the proper use of the land and compliance with the provisions contained in this Regulation.

### **Article 3 – Contact people for the Municipality and the Association**

For any question that might arise in the management of the "social gardens", on a notice board installed in the garden area, there will be indicated the office or the reference of the Municipality if communicated and of the Association to turn to for any eventuality.

### **Article 4 – Purposes of the initiative and allocation criteria**

Assuming the responsibility for the management of the "social gardens", the Association intends to offer the holders of the individual lots a small opportunity to support their own family and to promote the employment of horticultural cultivation of a plot of land as a stimulus to shared participation, to moments of collective life and exchange also aimed at integration among different cultures and customs.

For the grant of a vegetable garden it is required to reside in the municipality of Trebaseleghe and not to own or use an arable land in the municipality. However, the people reported by Caritas as belonging to families in particular conditions of poverty will have priority in assignments

In case of excess of applications with respect to the availability of available lots, it is necessary to formulate rankings for the assignment of lots, in the light of the experience acquired, the Board of Directors may establish additional criteria for the assignment of lots.

For organizational, surveillance or research reasons, the Board of Directors, outside of every ranking, reserves the right to assign at least two lots to people chosen from among its members.

### **Article 5 - Notice of assignment of Gardens and formulation of ranking**

By January of each year, the Board of Directors will publish a call for tenders for the allocation of Social Gardens on the appropriate bulletin board and will inform the users of the previous year, the Municipal Administration and the Parish Caritas. As provided for in art. 4 of these Regulations, the application requires the compilation of a specific questionnaire, useful for the formulation of the assignment rankings, and prepared by the Board of Directors. In order to simplify the new registrations, two afternoons will be set during which the representatives of the Association will be available at the Social Gardens to collect applications and help users fill them in. At the expiry date of the call, it will be the responsibility of the Board to examine immediately the applications by formulating the provisional ranking that, in respect of privacy, will be sent to the Municipal Administration for the verification of the requirements of the declared residence and to Caritas, who will inform us which people they assist. The people assisted by Caritas will be exempt from paying the membership fee and the contribution for management costs. Once the ranking is made final, the applicants will be summoned in order of ranking by February to sign the "Report of assignment of a lot in the Social Gardens in Via Manetti in Trebaseleghe".

If there are any remaining lots to be assigned due to lack of applications, within the terms set out in the notice, these will be assigned to new applicants with the requisites, in the order of submission of the request.

### **Article 6 – Duration of the concession**

The concession of the "Social Garden" will have annual duration with expiration on 31<sup>st</sup> December of every year. At the end of the concession the assignee will have to release the land free and cleared from things, plants and herbs.

The concession will be renewed within February of the following year where there are no negative reports on the correct conduct of the garden, there are available lots and the would-be assignee make advance payment for membership card and for contribution to overheads for social gardens.

### **Article 7 – Participation to the associative life**

People who receive the assignment of a lot are invited to share the principles of human solidarity which inspires the Amici per l’Africa – Trebaseleghe and to this aim they have to sign the application for membership of the Association, and in order to take advantage of benefits reserved for members affected by accidents, covered by a special policy with a primary insurance agency.

### **Article 8 – Liability for damage to people or things and weather events**

Outside what is guaranteed by a special insurance, the Association will not be liable for any damage caused by the assigned to people or things. Any damage, theft, tampering, accident or incident which the assignee may suffer or cause to a third party, will be exclusively attributable to him including the external-cost charge, without any responsibility for the Association.

Any anomalous event has to be promptly reported by those who become aware of it.

### **Article 9 – Access to and cultivation of vegetable gardens**

Access to the "social gardens" area is allowed only to the Assignees and to the representatives of the Association. The Assignee will have to cultivate his garden directly and will not be likely to use paid labour for the cultivation of his lot. Only family members can contribute to the management of the plot. Each household will not be allowed more than one lot, unless the Municipal Administration decides otherwise. The Association, in agreement with the Municipal Administration, can establish the time of access to the "social gardens" and regulate the use of water for the irrigation of flower beds.

### **Article 10 – Use of the gazebo at the Social Gardens**

The Association has created a gazebo as a meeting and socialization point for the users of the Social Gardens as well as a temporary shelter in case of bad weather and a hangout with the intent that anyone can organize parties or even convivial meetings there.

The promoter of the initiative will request in writing and in advance the authorization for any meeting and after the President of the Association has approved it.

In order to avoid unpleasant inconveniences or inappropriate use of the structure, the applicant for the authorization must ensure a correct behaviour by all participants. The same applicant for the authorization will be held personally responsible for any damage to people or property and will be charged for any penalties or requests for compensation for the damage caused.

The failure to comply with the provisions of this article by a user of the Social Gardens will result in his exclusion from the assignment for the current year and perpetual exclusion in case of considered serious deficiencies or detrimental to the good name of the Association.

### **Article 11 – Prohibition of subletting**

The garden will not be transferable or transmissible to third parties for any purpose. The assignee will sublet the lot assigned to him in no way. Given the aims of the project, every lot must be cultivated exclusively and personally or by the family members living together with the Assignee of the lot itself. Under penalty of the forfeiture of the grant of both assignees it is strictly forbidden to cultivate even occasionally the lot assigned to others.

In the event of the death of the holder of the concession or of his renunciation of conduct, the free lot will be reassigned by the Association according to the criteria established by the same.

### **Article 12 – Exclusion**

Unlawfully occupied lots without authorization will be flattened by the leaders of the Association, without any discussion and retaliation on the part of the occupant who will also be excluded from subsequent allocations.

### **Article 13 – Cultivation of the vegetable garden and use of the products**

The assignee is obliged to respect the limits of the land granted to him and may not engage in any activity other than that of fruit and vegetable growing. Every piece of land must be used for the cultivation of several varieties of fruit and vegetables

and, under penalty of forfeiture from the assignment, it is forbidden, every single crop in the entire assigned area. In any event, the production obtained may not give rise to commercial activity for profit, but will be directed solely to the achievement of products for own use and of own family.

#### **Article 14 – Other obligations of the Assignee**

The assignee of "social gardens" will comply with the following requirements:

- looking after his own plot of land, keeping order, cleanliness, aesthetic and hygienic aspect, without damaging bordering lots;
- respecting pedestrian passages and contributing to the proper maintenance of common parts;
- using natural cultivation techniques that enhance soil fertility, use natural cultivation techniques that enhance soil fertility which are not allowed in organic farming. The use of non-compliant products will lead to the withdrawal of the concession;
- the use of braces to support horticultural species such as tomatoes and peas is permitted, provided they do not exceed two metres above ground;
- maintaining good neighbourly relations with other assignees, on pain of revocation of the concession by the Association, on the occurrence of inappropriate behaviour by the assignee;
- using only his own equipment for the cultivation of the assigned area; the Association will not be liable in any way for any breakage or shortfall;
- supervising and taking care of the common parts and installations and immediately inform the in charge of the Association about any anomaly;
- keeping the common parts clean and well maintained, paths and ditches adjacent to the own lot, according to the indications given by the volunteers of the Association;
- keeping the lot at the same altitude as the adjacent areas;
- storing in the common spaces exclusively the plant waste of the allotted vegetable garden to be processed into compost.
- any cost of disposal of non-degradable materials shall be borne by those who do not carry out their disposal;
- if the offender cannot be identified, the cost of disposal shall be divided equally among all the assignees.

#### **Article 15 – Bans on the Assignees**

The assignee of "vegetable gardens" is prohibited from:

- enclosing the assigned lot because already identifiable because delimited by corridors of passage and common road;
- erecting artifacts in his portion of the garden;
- damaging other kitchen gardens in any way;
- allowing dogs or other animals to enter the horticultural area and, even less, to carry out all types of farming;
- using plastic structures, for greenhouse use, which will only be permitted in so far as they do not give rise to stable and indecorous structures;
- lighting fires in the area used for social gardens;
- discarding waste or pile any material that causes damage to the garden aesthetics;
- depositing or abandoning any type of non-degradable material, such as timber or plastics, which must be delivered to the public collection service by the individual assignees;
- using non-drinking water for other than watering the soil purposes;

- installing generating sets, gas cylinders or any element which may cause damage to the safety of others;
- modifying the facilities granted in use or altering any equipment provided in any way, such as barracks, boxes for the storage of tools, perimeter nets, gates and plants;
- storing manure within the garden, except for the time strictly necessary for the layout of the assigned garden.

#### **Article 16 – Common areas**

The tool shelters common to several assignees, the maintenance of the common parts of the land, the electrical and hydraulic installations and any other joint work will be realized and maintained according to the indications of the Municipal Administration by the leaders of the Association.

Individual assignees may contribute to this work with exemption for the Association of any liability for any accident or damage to people and things.

#### **Article 17 – Operating costs**

Considering that the representatives of the Association play their role and lend their activity in a completely free and disinterested way, each Assignee, in addition to the payment of 15 € for the annual renewal of the social card, will contribute to the management costs of the assigned lot and general expenses with an annual fee of at least 30€ (or other figure to be established on the basis of the costs really paid by the Association). The fee will be paid to the association's agent, who will issue a receipt, before the occupation of the land and the issue or renewal of the concession, within the month of February each year.

The assignee who is in arrears in previous years or who does not pay the amount of the social card and management costs in advance will not be assigned the lot. The subjects for which the Parish Caritas has declared it will pay the above quotas on their behalf are excluded from this obligation.

#### **Article 18 – Equipment available**

The vegetable gardens are equipped with an irrigation system; of a gazebo as a meeting point and shelter for the assignees; a notice board for the display of notices concerning the organization and management of the kitchen gardens; six wooden houses for tool shelters, one for every three assignees; three other houses at the disposal of the Association; a motor hoe; a lawnmower; a motor mower for the maintenance of the common parts.

Each user has a fork, a spade and a hoe. If at the end of the season the tools available to the individual assignee will be broken or missing, the user will have to pay the purchase price of the new tool that will be given at the opening of the next season.

#### **Article 19 – Withdrawal for change of residence**

The assignee has to notify any change of residence and his new telephone number to the municipal office in charge and to the person in charge of the Association. Extended absences for holidays, diseases or other reasons will also have to be reported to the head of the Association. The concession will be revoked at the end of the harvest for those moving outside the municipal territorial area and for those who have been accused of not having complied with the criteria set out in this Regulation.

After hearing the verbal opinion of the Municipal Administration and notwithstanding the provisions of the agreement and in this article, once the

allocations to the residents have been exhausted, if there are still lots available, these can be assigned to people not resident in the municipality, giving the priority to those who are reported by the parish Caritas has reported.

#### **Article 20 – Amendment of Regulation**

Based on the experiences that will mature or suggestions and norms collected, these criteria can be changed at any time by the Associazione Amci per l’Africa - Trebaseleghe, Onlus, who will inform the Municipal Administration. Any innovations, under penalty of withdrawal of the concession, must be accepted in full by the Assignees.

Considering that the requests for the assignment of social gardens are increasing from year to year, if necessary, in addition to the requirements of the agreement stipulated with the Municipal Administration, the Board can identify further assignment criteria in order to determine a valid ranking for the purposes of the assignment of the individual lots.

#### **Article 21 - Compliance with the regulations and controversies**

Every assignee is obliged to comply with the provisions of this Regulation, otherwise the revocation of the concession for any dispute that arises on matters not mentioned in this Regulation, we will refer to the provisions of the Civil Code.