

## **Morrisville Community Garden Rules**

The following shall be the rules and regulations for the use and operation of the Morrisville Community Garden (the “**Garden or MCG**”) by its members and their guests, together with such other rules as established from time to time by the Garden Coordinator. **The Garden is located at 219 Church St., Morrisville, NC 27560.**

### **1. Authorized Use:**

- a. Only active/approved members of the Morrisville Community Garden (MCG) are permitted to use the designated facilities for the purpose of growing produce.

### **2. Hours of operation**

- a. The Garden is open to members only during daylight hours from January 1<sup>st</sup> to December 31<sup>st</sup> for the purpose of conducting garden operations

### **3. Site Access**

- a. Members will access the site via the asphalt driveway off Church St.
- b. Parking is allowed only on the asphalt areas in front of the house. Parking on the grass or gravel driveway and parking area at the tenant’s house (to the right as you face the property) is not permitted. Parking in the Church parking lot adjacent to the property is prohibited unless the MCG receives prior written approval from the Church. A copy of the approval shall be forwarded to the town.
- c. Use of the gravel driveway is permitted to allow for equipment/small truck access to the Garden area, However, at no time shall the tenant’s access, egress/ingress be restricted due to Garden activities.
- d. MCG is responsible for repairing any damage to the lawn/turf areas as a result of garden operations or by the members parking on these areas. The member responsible for any such damage shall be required to reimburse MCG for any expenses incurred as a result of their actions.
- e. Use of any other areas on the property other than those outlined in this lease agreement is prohibited. If violations occur MCG will be notified by the owner. Continued violations may result in termination of the agreement.
- f. Members accessing the Garden with hand tools, wheelbarrows, tillers etc. will do so along the right or left side of the white house and not via the tenants gravel driveway or parking area.
- g. As determined necessary by the Board of Directors, the garden may be periodically closed to treat issues in the garden. Should this occur, no one is to enter the garden without express permission of the Garden Coordinator. No exceptions can be made. Violators will have their membership rescinded.

### **4. Equipment**

- a. Community tools will be available on official work days as scheduled by the Garden Coordinator and posted on the MCG website. Tools must be properly cleaned before storing. Members who sign up to work in the Garden at other times to weed or water will have access to the hose, unless prior arrangements have been made and approved by either the Garden Coordinator or the Tool & Equipment Manager. Members will be informed of the proper usage of the tools and are expected

to use them appropriately in order to avoid breakage or injury. Notify the Garden Coordinator or the Tool and Equipment Manager immediately in the case of breakage or other damage.

- b. No one is to use large (defined as anything larger than a hand tool) equipment without the express permission of the Garden Coordinator. Large tools can only be used when at least two persons are in the garden and they have been signed out by a member.
- c. Members are required to clean and put away tools in the proper designated spaces to prolong the life of the tools and to ensure the safety of fellow gardeners.
- d. **No member is to make changes to structures, equipment (cultivators, hoses, faucets and connections, without permission from either the Garden Coordinator or a member of the Board of Directors.**

## 5. Safety

- a. Please make sure you keep all pathways clear of items at all times.
- b. Wear appropriate clothing, close-toe sturdy shoes and face/eye protection when using tools. It is highly recommended that you wear gloves while gardening and wash your hands afterward.
- c. Children under the age of 18 must be supervised at all times, both for their own safety and to ensure the smooth operation of the Garden. Children are not permitted to access other member's gardens, without express permission from that garden manager.
- d. It is advisable to immersion rinse all harvested produce before using.
- e. The garden is in a secluded area. Please carry a cell phone and notify others where you are.

## 6. General

- a. Gardeners may not store personal equipment at the Garden site without prior consent of the Tool and Equipment Manager or Garden Coordinator.
- b. No amendments to the soil are to be made without the **prior** consent of the Garden Coordinator.
- c. Garden members are NOT to take home soil, compost, or mulch for their personal use.
- d. Use trash containers on site for all refuse.
- e. No dogs or other pets are allowed in the Garden at any time. The only exception to this rule is that specifically trained dogs for use by visually or hearing impaired members will be allowed access.
- f. No disruptive behavior that will negatively affect other members will be tolerated, including loud radios, vulgar language, raised voices, threats or other intimidation of other gardeners or guests.
- g. No tobacco or alcohol products are allowed in the Garden.
- h. Use care when watering so standing puddles do not develop.
- i. Turn off all water faucets prior to leaving the garden. Coil hoses neatly. \*Water must be turned off completely at the spigot. To accomplish this you must a.) push the lever down all the way on the back until you hear a click. Then b.) turn the small 'lever' horizontally to stop water from going through the hose(s).
- j. Use of MEMBER personal information from any mailings, phone lists or other Garden media FOR NON-GARDEN PURPOSES is strictly prohibited.
- k. Members will act in a safe and responsible manner while in the Garden.
- l. Members will cooperate and interact harmoniously with other members while at the Garden. Failure to do so may lead to termination of membership in the Garden.
- m. Members will accept the right of the Board to discontinue any membership.

- n. Should a member abandon a bed (defined as no activity for a period of four weeks and including: weeds not tended, garden overgrown, *with no communication from the Bed Manager to either the Garden Coordinator or a member of the Board of Directors*, the Board will reclaim the bed for determination of future use. If no communication is received from the member during that time, membership will be revoked.
- o. Sign In logs **must** be completed with each visit to the garden and **must** include what was done during your time at the garden. (ie: watered bed # 17). This allows your fellow members to see what has been completed, and it allows the Board to ascertain that you are meeting the membership requirements for time spent at the garden producing/helping/etc. This information is also used in grant applications as well. Harvest logs are required to be completed for each crop harvested – both for personal use and donations. ***Failure to complete logs each time can be constituted as grounds for dismissal.***
- p. **NEVER USE GREEN BAMBOO IN THE GARDEN AREA.**
- q. Do not use plants from your bed as mulch.
- r. Beginning in Spring 2018, beds will be assigned on a square footage basis to divide planting area more evenly.
- s. Beds are assigned annually at the beginning of the year prior to Spring planting. A prior year Bed Manager will have first choice on the bed they were assigned for planting in subsequent seasons, however all members must follow the recommended crop rotation guidelines as determined by the Garden Coordinator.
- t. There are no guarantees as to the number of beds for each member year to year. That is to be determined entirely on the number of paid memberships and square footage of each bed.
- u. Should a Bed Manager choose not to plant at a particular time (such as fall after planting in the spring), they are expected to clean out their bed(s) for planting by another member. Failure to do so will prevent that member/bed manager from rejoining the garden in the next year.

## 7. Compost

- a. Compost will be created and maintained on site. If you have any questions about acceptable materials to add to the compost, please ask our Garden Coordinator.
- b. Chop material as small as possible – at least arm’s length and place in provided black bags to “cook”, which helps speed up the composting process and kills weed seeds.
- c. Please check with our Garden Coordinator or other Board member regarding questions pertaining to the compost process.
- d. You are welcome to contribute material from your home compost. No meat or dairy or animal products are allowed in the compost. No grass or weeds from chemically treated lawns are allowed. Shredded paper is permitted.
- e. Do not add weeds, weed seeds, Bermuda grass, palm seedlings or other detrimental materials.

## 8. Chemical Use

- a. **Use of any pesticide, herbicide, or chemical anywhere in the garden area is prohibited unless approved by the Garden Coordinator prior to use.** Should pesticide be required for any reason for a particular plant, all plants in that family throughout the garden will be treated accordingly to ensure that the pest is gone from the garden.
- b. Use of these products without prior approval is grounds for removal from garden membership and confiscation of that member’s garden.

## 9. Contact Info

- a. It is your responsibility to be sure that the Board has your current contact information. Any correspondence mailed to the address on file will be considered delivered.

#### **10. Harvesting**

- a. Please harvest only what your family can reasonably use. Members accept the right of the Board to set a more stringent harvest policy based on the size of membership and quantity of harvestable produce.
- b. As voted at June 19, 2017 meeting: “No harvesting is to be done in any bed except your own without prior approval from Bed Managers or an announcement either in person or via email by the Manager that produce is ready and can be harvested”. In other words: DO NOT TAKE ANYTHING YOU DID NOT PLANT WITHOUT PERMISSION FROM EACH BED MANAGER(S).
- c. Should a member be seen harvesting in other member’s beds without permission, it will constitute immediate grounds for revocation of membership.
- d. The Garden understands that members wish to preserve seeds for future use, however, no more than (1/4) of any bed can be used for this purpose. This garden was created to grow and share produce with each other and those in need.
- e. No crops are to be grown for personal profit.
- f. Harvest Logs *must* be completed each time you harvest produce. Produce *must* be weighed, and all other information on the form completed. This allows the Board to determine which beds may or may not be producing and to see if any changes need to be made. In addition, this information is also used periodically for both grant applications and reports to the Town. ***Failure to log harvested items can be constituted as grounds for dismissal.***

#### **11. Building storage/use**

- a. MCG is permitted to use several of the storage buildings as outlined in the agreement to store items used to maintain the Garden area. Flammable liquids and pesticides are not permitted to be stored on site.
- b. MCG is responsible for keeping the storage facility and all stored materials in a neat and orderly condition at all times. Any cost for materials and labor to maintain and repair the designated storage building is the responsibility of the MCG.
- c. The town is not responsible for providing any electrical service to the MCG for garden operations.

#### **12. Site security**

- a. With prior approval from the town, MCG is permitted to install (at its cost) protective temporary fencing around the garden area.
- b. No advertising signs are permitted on the site without prior written permission from the Town. If approved, signs must comply with the Town’s sign ordinance.
- c. Upon leaving the garden, all gates must be closed and locked and the main shed must be locked.

#### **13. Water**

- a. Water to the site is provided via an irrigation meter supplied by the Town of Cary. MCG is responsible for establishing a water account with the Town of Cary prior to using any onsite water.
- b. MCG will be responsible for adhering to the Town of Cary’s watering schedule. If extreme drought conditions prompt the Town of Cary to prohibit any such use of water, MCG cannot be held responsible if no produce can be harvested at season’s end.

- c. No soaker hoses are to be used in the garden.
- d. Please reduce tripping hazards by properly coiling and storing hoses after use.

**14. Site Maintenance**

- a. Garbage/Waste Disposal: MCG is responsible for removing all garbage and waste materials from the site. If the disposal of this material is through the town's solid waste program then MCG is responsible for establishing a solid waste and recycling account, using only town approved solid waste and recycling containers for this purpose and compliance with the disposal requirements and schedules.
- b. Debris: (sticks, planting containers, fodder, etc.) MCG is responsible for the removal of any debris/yard waste materials. If the disposal of this material is through the town's yard waste program, MCG is responsible for compliance with the yard waste requirements and schedules.

**15. Environmental Factors**

- a. MCG is permitted to use the existing compost area that is on site. MCG is responsible to ensure the compost area is maintained in such a manner as to not attract animals or produce undue amounts of smell.
- b. The compost pile size will be limited to what is produced and/or needed for the leased garden area only.
- c. MCG is not permitted to establish or conduct a compost giveaway program to people that are not members of MCG unless prior written approval is granted by the town.

**16. Site Restoration**

- a. Should the MCG elect to terminate the lease agreement, MCG is responsible for the removal of all property of its members along with all materials, including any temporary fencing, trash, debris and equipment.

Revised February 2020

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_