

# MARLBORO COMMUNITY GARDEN

## 2015/2016 Rules and Regulations

### MISSION STATEMENT

The Marlboro Community Garden (MCG) is dedicated to the support of recreational community gardens for residents to grow produce through best gardening practices. Benefits include the preservation of green space as residents work collaboratively while sharing information on gardening techniques. The MCG also provides an educational forum for members to expand horticultural knowledge through cross-cultural and inter-generational connections and fosters pride in a community-wide organization.

### DESCRIPTION

**The Marlboro Community Garden** is operated by the Marlboro Shade Tree Committee (MSTC) under Section 337 of the Code of the Township of Marlboro. The community Garden is comprised of fifty individually assigned plots within a Township park area on Tennent Road adjacent to the Morganville firehouse. Members who purchase a plot agree to abide by the rules and regulations set forth by the Marlboro Shade Tree Committee (MSTC).

**1. Application Process** The Marlboro Shade Tree Committee is responsible for the on-line membership registration that will take place each year in January. There will be two garden meeting dates scheduled during the month of February. These meetings will be advertised locally. Members are required to attend at least one of the scheduled meetings. Failure to attend either meeting will terminate membership. Returning resident members must indicate that they wish to continue the use of the garden within 30 days of the Annual Garden Meeting in order to preserve their legacy status. If additional plots are still available after the 30 day legacy period, membership will be open to Marlboro residents and residents of other towns.

Each participant, including nonprofit organizations, must complete the required registration forms and pay the annual fee of \$40. Marlboro senior citizens, 65 or older, pay a reduced annual fee of \$30. No refunds will be offered. Returning Marlboro members in good standing will retain legacy for a single garden plot, after which any available plots will be assigned to new gardeners by random drawing. If interested applicants exceed the number of plots, these additional names will be placed on a waiting list. The MSTC will accept an application for a plot from only one member per residence.

Gardeners will be required to participate in spring opening and fall closing community work days. In addition, gardeners are required to spend a minimum of two hours per season attending to general garden maintenance, either on a regularly scheduled community work day or on their own. Volunteer hours should be reported to the committee. A calendar of scheduled workdays will be made available to the membership at the Annual Garden Meeting.

**2. Garden Operations** The MCG will be open daily from dawn to dusk beginning on or about March 1st and continuing until approximately November 15th, weather and garden conditions permitting. Overwintering of crops by legacy plot holders will be considered subject to approval of the MSTC. The garden is surrounded by a protective fence and locking gate. Members will have combination lock access. The last member to leave is responsible for locking the gate upon departure regardless of the time of day.

**3. Garden Plots** A typical MCG plot will measure 40 square feet. Features abutting each plot include surrounding deer fence, neighboring plots, pedestrian paths, water hardware, and storage or common areas.

Garden plots must be maintained and kept weed free for the entire season from the opening until the closing. Once the garden is open, each gardener is expected to regularly maintain his/her plot and its perimeter. Plot maintenance is defined as: plants are watered as needed, produce is harvested regularly, plots are free of trash, weeds, diseased or insect infected plants, and plants that have reached the end of their productive life have been removed. All plots must be planted by July 1. Gardeners must complete end of season clean out no later than Nov. 1, with the exception of cool season crops.

Gardeners must notify the MSTC liaison or Chairperson via email in the event of his/her inability to initiate or maintain a plot. In such case, the plot will be surrendered and re-assigned. If a garden plot is not initiated or properly maintained, warnings will be issued. If a gardener receives multiple warnings within a growing season, the issue will be brought to the full committee for disposition of the plot, including immediate surrender of the plot for the remainder of the season.

Gardeners are not permitted to erect permanent structures in plots or common areas. Basic temporary plant support such as tomato cages, stakes, or trellises that do not exceed eight (8) feet in height are allowed. Such structures must not infringe upon neighboring plots or pathways.

A minimum of one garden plot will be managed by volunteers or a civic group for the purpose of supporting specified food pantries. Gardeners will also be encouraged to contribute their excess harvest to assist this local initiative.

**4. Tools, Supplies & Equipment** Tools furnished by the MCG are the property of MCG and must remain within the fence of the garden. These tools will be stored in the shed and must be returned to this storage area free of dirt and in good condition for the next gardener. If any tools or equipment are damaged during use, the MSTC liaison or Chairperson should be notified.

Gardeners are welcome to bring personal tools for use while gardening. However personal tools may not be left behind upon the gardener's departure. The MCG is not responsible for any tools or personal property left unattended. For the safety of all participants, power tools or glass containers are not permitted during the active growing season. If water hoses are used, it is critical that gardeners keep hose lines on pathways, prevent them from crossing neighboring garden plots, and return them to their storage positions after use. The water should be turned off.

Mulch and compost are provided free of charge by Marlboro DPW solely for use in the Marlboro Community Garden and should not be removed for personal use.

**5. Fertilizers** Soil tests should be done by plot holders periodically to assess pH and nutrient levels and requirements in the garden. Amendments and fertilizers may then be added to the soil based on the recommendations of the Rutgers Cooperative Extension. A fertilizer is a material that contains one or more plant nutrients. Soil can be supplemented preferably with compost (homemade or purchased), aged manure (chicken, cow, horse), commercial organic fertilizer or lastly, commercial synthetic fertilizers. Other amendments may include lime, peat moss, aluminum sulfate, etc. These amendments alter the PH of the soil.

**6. Pesticides and Disease Control** Plant problems can be greatly reduced by the regular monitoring for signs of disease or pests. Fact sheets describing troublesome insects and plant diseases will be made available for advice. Contact information for the Monmouth County Master Gardener Helpline will be posted on the garden bulletin board. A MSTC Liaison will be designated to assist with identifying problems. Control measures should be taken only after proper identification has been made and chemical products should be used as a last choice after physical, cultural and biologic controls have been tried. Handouts describing these methods will be available to gardeners and are also on the Rutgers Cooperative Extension website. If a chemical product is used, care must be taken to follow label instructions regarding the appropriate timing of use, mixing of formula if pertinent, amount of application and repeat applications if necessary. Use of any spray product is prohibited on windy days. The MSTC reserves the right to treat/remove diseases and infested plants.

**7. Planting Etiquette** Tall and dense crops should not be planted so that they shade another neighbor's garden. Spreading plants must be contained within each gardener's plot and not obstruct pathways. The MSTC committee reserves the right to clear obstructed walkways.

**8. Garden Conduct** Gardeners will be respectful of other gardeners and their plots at all times while on the Community Garden grounds. Gardeners are not permitted to pick produce from plots other than their own without permission. Gardeners who wish to have their produce picked for PAR (Plant A Row for the needy) should notify the committee in advance. Participants may not engage in smoking, consuming alcoholic beverages, speaking with abusive or profane language, damaging other plots, and/or using illegal drugs or the cultivating of illegal plants on MCG grounds.

Gardeners will abide by any additional rules and regulations posted by the MSTC within the confines of the community garden.

Non-service pets are not allowed within the fenced area.

As a courtesy of others, and for the protection of personal privacy, cell phone calls should be taken away from hearing distance of others. Electronic devices such as iPods may be used as long as earphones are worn and music is not disturbing to others.

Garden waste and clippings may be deposited in the compost area designated by DPW. Do not dump waste in any other areas. Diseased or pest-ridden plants must be placed in the garbage.

During fall cleanup, gardeners must remove any stakes, trellising, tomato cages, netting and any other garden accessories. A thoroughly clean and weeded plot is a condition for membership in future

seasons. The MSTC reserves the right to remove and discard garden accessories not removed on a timely basis.

**9. Surrogate Gardeners and/or Visitors** Gardeners agree to accompany and supervise any visitor brought into the MCG. If the gardener has someone taking care of his/her plot during an absence, he/she is responsible for the behavior of the surrogate. Surrogates may only enter with the permission and knowledge of the gardener. Children under 15 must be accompanied by a parent or guardian and young children should be closely monitored at all times.

**10. Raised Plots** The MCG will offer a limited number of 30” raised plots for gardeners who have physical limitations that would prevent them from using the standard 10” raised bed plots. These plots are designated for a specific population. Legacy is not guaranteed. A written request must be submitted for use of these plots along with an explanation of need. The plots will be assigned based upon the information submitted.

**11. Hold Harmless Agreement** A copy of the following Hold Harmless Agreement must be signed by each gardener and will be kept on file by the Marlboro Shade Tree Committee.

### **2015/2016 HOLD HARMLESS AGREEMENT**

#### **Assumption of Risk Waiver and Release**

I am fully aware of the fact that there are special dangers and risks inherent in gardening activities including but not limited to: risk of physical injury, death or other harmful consequences that may arise directly or indirectly to me from my participation. Being informed as to these risks and in consideration of being allowed to participate in this Township sponsored activity, I hereby assume all risks of injury, damage, liability and harm to myself and any individual or minor child that I may bring in to the Community Garden. In addition, I am aware that I am fully responsible for the actions of anyone for whom I provide access to the garden for the purpose of visiting, or tending my designated plot. I realize that I am responsible for any injuries or damage caused by such persons and will hold the Township harmless for myself or any of my visitors or surrogates.

I also hereby individually and on behalf of my heirs, executor and assigns release, and hold harmless the Township of Marlboro, the Marlboro Shade Tree Committee, Township officials, employees, agents, volunteers and members, and waive any right of recovery I might have to bring lawsuit against them for any personal injury, death, or other consequences that may occur as a result of the use of this facility by me or any of my guests.

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**APPLICATION FORM**

There are only 50 plots available which will be reserved on a first come-first served basis. Once your on-line "Request for Plot" is approved, you will receive an invoice from the Marlboro Shade Tree Committee (MSTC). A completed application form with an executed Hold Harmless Agreement (pages 5 and 6 of this document) must then be mailed with a check made payable to "Township of Marlboro" to:

Marlboro Shade Tree Committee  
Attention: Garden  
1979 Township Drive  
Marlboro, New Jersey 07746

Upon receipt, the reservation of your plot will be confirmed via email by the MSTC. Note that no refunds will be issued.

**NAME OF REGISTERED GARDENER**

\_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone: Home (required)** \_\_\_\_\_

**Cell** \_\_\_\_\_

**Email address (required):**

\_\_\_\_\_

**Names of household members 16 years of age or older who may also tend the garden plot:**

\_\_\_\_\_

**GARDENER'S COMMITMENT**

I have read, understand, and agree to abide by the 2015/2016 Rules and Regulations required for participation in the Marlboro Community Garden. I understand that failure to comply with these rules and regulations may result in forfeiture of my plot.

*Initial Please* \_\_\_\_\_

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\_\_\_\_\_

***Gardener's Signature***

\_\_\_\_\_

***Date***

\_\_\_\_\_

***Witness***

\_\_\_\_\_

***Date***

**FOR OFFICE USE ONLY**

Gardener's Name \_\_\_\_\_

Plot # Assigned \_\_\_\_\_ Date \_\_\_\_\_

MCG Committee Member \_\_\_\_\_

Amount Paid \_\_\_\_\_ Check      Cash      Money Order  
*(circle one)*