

B O R O U G H O F  
**NEW PROVIDENCE**  
SETTLED IN 1720

## ***Borough of New Providence Policy***

Department: Administration	Issue Date: 05-02-2016	SOP # 102-16-003	Resolution # (If applicable) 2016-163
Title: <b>Community Garden Procedures</b>		Approved by: Mayor and Council	

**I. DISCUSSION**

- a. The Borough of New Providence has developed a Community Garden through the efforts of the Sustainability Committee, located near the Tennis Courts on Springfield Avenue. This policy will discuss the overall management and operations of the Community garden.

**II. DESIGNATION OF COMMUNITY GARDEN MANAGEMENT**

- a. Reporting to the Borough Administrator, the Community Garden Committee shall provide management oversight of the Community Garden Operations.
- b. The Community Garden Committee shall be appointed by the Mayor with the consent of the Borough Council and shall consist of representatives of the following:
  - 1. Two members of the Sustainability Committee.
  - 2. One member of the New Providence Garden Club.
  - 3. One member of the Beautification Committee.
  - 4. The council liaison to the Sustainability Committee.
  - 5. The Garden Coordinator as identified in section III. e.
- c. The chairperson of the Community Garden Committee shall be selected by the membership of the committee.

**III. RESPONSIBILITIES OF THE COMMUNITY GARDEN COMMITTEE (CGC)**

- a. The Community Garden Committee shall develop rules for the safe, efficient and effective operations of the Community Garden.
- b. The CGC shall develop an application for membership that includes an acknowledgement of the rules associated with membership.
- c. The CGC shall develop a Hold Harmless Agreement which shall be reviewed and approved by the Borough Attorney.
- d. Annually, on or before December 1<sup>st</sup>, The CGC shall recommend a fee schedule for the following year.
- e. The CGC shall appoint a Garden Coordinator who shall be responsible for the general management and oversight of the Community Garden.
- f. The CGC shall discuss any issues or concerns that arise relating to the Community Garden.
- g. The CGC shall investigate any rule violations that may jeopardize a gardeners' present or future membership.
- h. The CGC shall mediate any complaints that cannot be resolved through the Garden Coordinator.

IV. **PROCEDURES FOR COMMUNITY GARDEN MEMBERSHIP**

- a. New Providence residents interested in obtaining a plot shall submit an application form to the Community Garden Committee. The applications will be collected at the Borough Clerk's office and turned over to the committee.
- b. Applications must be received by March 1<sup>st</sup> of each year.
- c. The CGC shall review applications to assure that the following documents have been submitted:
  1. Application
  2. Signed acknowledgement of rules for the Community Garden
  3. Signed Hold Harmless Agreement – *The Borough Administrator is authorized to sign the Hold Harmless Agreements on behalf of the Borough of New Providence*
- d. By March 15<sup>th</sup> of each year, the CGC shall conduct a lottery for plots.
  1. The initial award for a growing plot shall be for one-year with an automatic renewal for members in good standing for a second year. After two years, the gardener may re-apply for another plot and will be placed in the lottery if none are immediately available.
- e. Those receiving a plot will be notified and required to pay the annual fee to the Borough Clerk.
  1. Upon payment of the annual fee, the applicant will be issued the lock combination(s) that will open the shed and the gate to the garden.

Original Issue Date: 05-02-2016

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## New Providence Community Garden Application

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby make application for a plot at the New Providence Community Garden. I have attached the following documents to this application:

Signed copy of the Operating Rules for the New Providence Community Garden

Signed Hold Harmless Agreement

- I understand that my participation in the New Providence Community Garden is based on a lottery system if we have more applicants than available plots.
- I understand that my continued and future participation is based on my compliance with the Operating Rules for the community garden.
- Payment of the annual fee to the New Providence Borough Clerk

\_\_\_\_\_  
*Signature of Applicant* Date: \_\_\_\_\_

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For internal use

Date application received: \_\_\_\_\_

Lottery number assigned: \_\_\_\_\_

Date applicant notified: \_\_\_\_\_

Number on waiting list: \_\_\_\_\_

Plot number assigned: \_\_\_\_\_

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**NEW PROVIDENCE COMMUNITY GARDEN (NPCG) OPERATING RULES**

1. Primary Gardeners must be at least 21 years old and household members must be at least 13 years old to work in the Garden unsupervised.
2. Garden operating hours are Monday – Sunday, dawn to dusk
3. Prior to the start of the garden season, all Gardeners are required to attend the Organizational Meeting, scheduled to take place on a Saturday in March or April. In addition, garden work days will be scheduled for garden maintenance.
4. Each Gardener must commit to a minimum of 3 hours of volunteer time during the garden season to the maintenance and operation of the Garden's common areas, e.g., mowing lawn, weeding the common areas, maintaining the compost, laying wood chips, etc.
5. Gardeners are responsible for weeding the paths and areas around their Plot. Paths must be kept free of weeds and obstructions.
6. All Plots must remain free of trash, weeds and dead plants.
7. Gardeners must immediately treat plant diseases and pests. (See binder in plant shed for fact sheets on identification and treatment). In some cases, the Garden Coordinator will provide instructions on treatment, and may require removal of plants for pest and disease control. Infected plants may not be composted and must be disposed of off-site.
8. Wood chips may not be used as mulch in the Garden Plots, using salt hay is acceptable.
9. Spent plant materials must be disposed of in the compost containers provided. Tomatoes may not be added to the large compost bins because the seeds do not rot; separate containers are provided for discarding tomato fruits.
10. All non-compostable waste/trash must be disposed of offsite. There is no waste disposal service at the Garden.
11. Tires or other structures that retain standing water are prohibited.
12. Basic, temporary plant supports that are no higher than 5 feet are permitted, e.g., tomato cages and trellises. All other structures are prohibited in the Garden Plots.
13. The Garden shall operate as an organic garden. All soil, pesticides, fertilizers and mulch must be pre-approved by the NPCG Committee. The use of non-organic products is prohibited, e.g., Miracle Grow, Preen.
14. Plants that are invasive in nature are not allowed. (See NPCG Checklist of Prohibited Plants).
15. Garden Plots must be completely cleared out and raked at the end of the garden season, by a date set by the Garden Coordinator. All plant debris, weeds, plastic plant tags, plant supports and other objects must be removed from the Plot.
16. Service animals are the only animals permitted in the Garden.

17. All children must be closely supervised and are not allowed to engage in roughhousing or other behavior that would disturb other Gardeners. Parents/guardians/adults are responsible for supervising their children and teaching them the safe use of tools, gardening methods, and garden etiquette.
18. Growing or use of illegal substances shall result in immediate expulsion and revocation of the Garden Plot.
19. Tools and equipment of the NPCG may not be removed from the Garden area, and must be cleaned and properly stored in the Garden shed after use. No personal items may be stored in the Garden shed or in the Garden.
20. The Garden gate must remain locked. The last Gardener to leave the Garden is responsible for locking the gate.
21. Water spigots must be turned off after use.
22. Gardeners and their visitors are not permitted to enter, water, or garden another Gardener's plot, unless given explicit permission to do so.
23. A Gardener must immediately notify the Garden Coordinator in writing of the inability to maintain a Plot. No application fee will be refunded.
24. All Gardeners must maintain good conduct and civil behavior at all times. Verbally or physically abusive behavior will not be tolerated. Use of alcohol is prohibited within and surrounding the Garden.
25. The use of amplified devices and noise is prohibited.
26. Smoking is prohibited in areas within and surrounding the Garden.
27. Grievances: Gardeners should first try to resolve any grievances with fellow Gardeners. A conversation about an issue often can lead to great ideas, suggestions, and quick resolution. If a Gardener is unable to resolve a grievance with a fellow Gardener, he/she may ask the Garden Coordinator for a resolution. If the issue cannot be resolved with the assistance of the Garden Coordinator, the matter may be referred to the Garden Committee.
28. Failure to comply with the Operating Rules and other Garden regulations may result in forfeiture of the Plot, as per the recommendation of the Garden Coordinator and as determined by the Garden Committee. No fees will be returned if a Plot is forfeited.
29. Gardeners who fail to comply with the Operating Rules and other Garden regulations will not be assigned a Plot in future garden seasons, as determined by the Garden Committee.
30. Parking – Please use the NP Community Pool parking lot.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Cell #: \_\_\_\_\_

I, \_\_\_\_\_ acknowledge that I have reviewed the rules enumerated herein and agree to abide by said rules during the term of my membership in the New Providence Community Garden.

\_\_\_\_\_ Date: \_\_\_\_\_

*Signature of Applicant*

BOROUGH OF  
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**NEW PROVIDENCE COMMUNITY GARDEN USER AND HOLD HARMLESS AGREEMENT**

**WHEREAS**, The New Providence Sustainability Committee and the Borough of New Providence has initiated a community garden project; and

**WHEREAS**, the Community Garden will be located adjacent to the New Providence tennis courts on Springfield Avenue, New Providence, New Jersey; and

**WHEREAS**, the undersigned User desires to use one or more of the plots designated in the New Providence Community Garden;

**NOW THEREFORE**, it is agreed by and between the Borough of New Providence and the User as follows:

1. All recitals set forth above are incorporated herein.
2. The Borough Council will establish a fee for the use of each plot per growing season.
3. The User shall be permitted to use their assigned plot(s) at the New Providence Community Garden between April and October - upon payment of the annual fee.
4. The User shall have access to the community garden from dawn to dusk, Monday through Sunday.
5. The User recognizes and acknowledges that using the community garden is a privilege and in consideration thereof the User and any one to whom the User grants permission to access or work in the garden release and waive any and claims, demands, liabilities, damages, actions and causes of action of any kind or nature whatsoever for personal injury or property damage arising out of or in connection with the use of the community garden regardless of cause including but not limited to any claim of negligence by the Borough of New Providence, its employees, representatives, appointees or other agents.
6. The User agrees to defend, indemnify, and hold harmless the Borough of New Providence, its employees, representatives, appointees or other agents from any and all claims arising out of or in connection with use or access to the community garden by the User or any one to whom the User grants permission to access or work in the garden.
7. All rules and regulations pertaining to the use of the community garden will be unilaterally determined and enforced by the Garden Committee and its members.
8. This Agreement shall be interpreted under the laws of the State of New Jersey.
9. This Agreement contains the entire agreement between the parties and may only be modified in writing signed by the parties.

**COMMUNITY GARDEN USER** (Print): \_\_\_\_\_

Dated: \_\_\_\_\_ (Signature): \_\_\_\_\_

**Borough of New Providence:** (Print): \_\_\_\_\_

Dated: \_\_\_\_\_ (Signature): \_\_\_\_\_