# Windsor Town Green Community Garden

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Brought to You by the

Windsor Garden Club

## Contents:

## 1. Garden Application

You can seek financial assistance for your garden space fees, or apply for nonprofit status using this form.

## 2. Rules and Procedures

Please read all of the garden rules and procedures, print and sign the last page, acknowledging that you have read them and have agreed to follow them.

## 3. Town of Windsor Waiver of Liability

Your signature on this document is required by the Town of Windsor, owner of the Community Garden property.

#### PRINT AND FILL OUT THIS PAGE AND INCLUDE IN APPLICATION PACKET



#### Windsor Town Green Community Garden 1-Year Garden Bed Application

Please print the form below, fill it out, and mail it in along with your check in order to rent a bed in the Windsor Town Green Community Garden. WGC processes garden bed requests and renewals in December and January and assigns beds in early spring each year. We try to give existing gardeners ample time to renew before reassigning their plots to another party. You must mail us a completed form and check (made out to Windsor Garden Club) before receiving your garden space assignment. If all the beds are taken your check will be mailed back to you. Enjoy your garden time!

First Name:	(print)
Last Name:	(print)
Or, Nonprofit Organization Name:	
Phone Number	
Email Address:	
Mailing Address: Street	
City (must be within Windsor Town Limits): Windso	or, CA, ZIP:
Garden Bed Size Requested:	
4' x 4' bed = \$40	
4' x 8' bed= \$80	
4' x 12' bed, non-profit group = \$50	
18" by 8' ADA accessible raised bed \$50	
2' x 8', post to post Fence Plot = \$20	
Sponsored/discounted bed	
Mail to: Windsor Garden Club. F	P.O. Box 892, Windsor, CA 95492

#### RULES AND PROCEDURES

The Town Green Community Garden is designed for gardening activities for the residents of Windsor, CA. The garden will be operated and maintained organically, although it is not certified as such. Pursuant to the Town of Windsor, no use will be in conflict with Town of Windsor or California State ordinances.

If you have any question regarding these rules and procedures or about the garden in general, please call 707-931-GROW (707-931-4769) or email the Windsor Garden Club's Community Garden Committee at officers@windsorgardenclub.org.

#### **APPLICATION AND FEE PAYMENT:**

1. For individuals or organizations wanting to lease a garden plot, download the <u>Plot lease</u> <u>applications</u> from the Windsor Garden Club website at <u>www.windsorgardenclub.org</u>.

2. Availability of garden plots will be on a first come/first serve basis. In the event all garden plots are in use, the Windsor Garden Club's Town Green Community Garden Committee will maintain a waiting list, and contact applicants about returning the submitted fees.

3. Garden plots are leased annually for a fee based on the size of the plot.

4'x8' = \$80 4'x4' = \$40 18"x8' ADA accessible bed = \$50 4'x12" non-profit organization bed = \$50 2'X8' fence panel bed=\$20

4. Participants must be Town of Windsor residents and at least 18 years or older to be eligible for a plot. Participants under 18 years of age must obtain a plot through a parent or legal guardian.

5. Participants may not sublease their garden plot. If you judge yourself to be too busy in the coming year to renew your garden rental, but wish to 'keep a foot in the door' for the following year, please do not renew. Instead, put your name on the Waiting list for the coming year.

6. Once a participant has been contacted regarding an available garden plot, the applicant has one week to confirm acceptance. The participant must pay the annual fee based on the size of the plot to be leased. The Windsor Garden Club prefers credit card payments; cash or checks are accepted, however. Garden plots are considered leased only after payment of the fee has been received and the rental application and waiver of liability have been signed and completed.

7. In the event plots are available and there are no remaining applicants on the waiting list, current plot renters may be offered additional plots, or these plots may be planted for gleaning for the Windsor Service Alliance.

8. Fees are paid annually after January 15<sup>th</sup>, and before March 1st of each year. Payment must be received no later than March 1st of each year. Failure to pay the annual fee will result in the garden plot being leased to another participant.

9. The term "year" is defined as January 1 through December 31. Plot terms are not prorated.

10. Mail your check (made out to the Windsor Garden Club) or cash to:

#### Town Green Garden Fees PO Box 892 Windsor CA 95492

#### RAISED BED GUIDELINES

1. Although there is a lot of voluntary sharing in the garden, the renter is responsible for all labor, seeds, plants, fertilizer and equipment needed to tend the plot.

2. Participants may garden at their own convenience during daylight hours only. No gardening shall be conducted during nighttime hours (after sunset). Participants may garden any day of the week, seven days of the week, unless otherwise noticed by the Windsor Garden Club.

3. No planting of trees is allowed.

4. No planting of invasive plants that spread aggressively (example: Mint) and NO MORNING GLORY. Morning Glory plants bind our mulching machine.

5. Planting in respective garden plots are to be maintained so that mature vegetation does not overlap the wooden edge of the plot and obstruct pathways. Plants may be trimmed by volunteers to keep pathways safe and clear for other gardeners.

6. Participants may not attach any structures to the planting boxes with screws, nails, glue, tape, etc. We want the wood to last as long as possible. Take care to locate irrigation lines before driving any stakes into the soil.

7. Tall plants, stakes and trellises may not exceed 6 feet in height from the top of the uppermost board in the rental plot in order to allow for adequate sunshine in neighboring beds.

8. No power or gas operated equipment is allowed unless otherwise approved by the Town Green Community Garden Committee for maintenance activities.

9. There should be no flowering weeds, crabgrass, or rotting, infested or diseased vegetation in your bed. Tending weekly is recommended to maintain your bed. Renters will be notified of any problems that could negatively impact neighboring plots.

10. Each December, gardeners must add two inches of straw mulch to cover all bare soil in their plot. This protects the structure of the soil from rainfall damage, and helps retain moisture needed by underground soil life during warm weather. The Community Garden purchases straw for gardeners to use for this purpose. Anyone with questions about straw mulching should contact Community Garden leaders.

11. The Windsor Garden Club reserves the right to full access to all garden plots at any time in order to ensure that all rules, regulations and laws are being observed, and if necessary may terminate an activity for the safety and welfare of the community garden property.

#### FENCE PANEL GUIDELINES

1. Fence panel plots are in ground and run approximately 8 feet between the fence posts on the inside of the garden's perimeter and measure no more than 2 feet from the wire fence into the pathway. Any edging or border to hold the soil must be no higher than 6 inches.

2. Fence panel plots are available on a first-come, first-serve basis. The renewal schedule is the same as the raised planting boxes and the price is \$20 per year.

3. Only one fence panel section per gardening household is allowed, unless an exception is granted by the Town Green Community Garden Committee.

4. Irrigation lines and wiring beneath the ground on the parking lot side of the garden prohibit the driving of stakes or supports more than 10 inches into the ground on those fence panel plots. While the soil can be amended and built up to the 6-inch height, you must locate the brown irrigation tubing before doing any digging in the plot. Also, do not dig any deeper than 10 inches into the ground on this side of the garden.

5. Only lightweight crops such as beans, small cucumbers, snow peas, or snap peas can be trained up the fence. Pumpkins, melons, winter squash, tomatoes or other heavy crops must have independent support to preserve the integrity of the fence.

6. Plants that spill into a neighboring fence panel will be trimmed back to the fence post dividing the panels. Please allow for the mature size of the plant when you plan your garden.

7. All rules for raised bed plots apply to fence plot panels as well. No trees are allowed.

#### WATER, HOSES AND IRRIGATION

1. The Town of Windsor furnishes municipal water for the garden plots, billed to the Windsor Garden Club on a monthly basis.

2. Each plot will be provided a connection to the irrigation, including a shut-off valve. The point of connection at each plot is designed for drip irrigation only, and the Town Green Community Garden Committee (TGCG) will provide participants with information about the pre-set irrigation schedule.

3. The irrigation system will be automated on a solar-powered scheduled irrigation timer. The timer's schedule will be based on the minimum requirements of the garden as a whole. It is the responsibility of participants to supplement this irrigated water with appropriate hand watering, especially when new seeds or transplants have been installed during hot weather.

No modification can be made to the irrigation system provided, as it will affect the functioning of the system as a whole by changing pressure in the line.

4. Hose bibs throughout the garden are available to participants for supplemental watering. Participants are encouraged to use watering cans instead of hoses to conserve water.

5. When hoses are used, participants shall take care to prevent hoses from damaging neighboring gardeners' plants.

6. After use, hoses shall be reeled up, the faucets firmly turned off at the spigot, and the hose drained, to save water and prevent tripping as well as damage to the nozzles and hoses. Hose nozzles will be removed from hoses during periods of freezing temperature, to prevent damage and the ensuing replacement costs.

7. Participants are not allowed to supplement watering by adding timers to communal hose bibs, as all participants share these points of access.

8. Participants are encouraged to use all methods of water conservation, such as mulching, and to report leaks or problems with water use to the Windsor Garden Club immediately.

9. Participants must not water garden plots not assigned to them unless expressly approved by a plot renter in need of assistance.

10. No participants are permitted to relocate, alter, or tap into the water supply without written permission from the Windsor Garden Club.

11. After using the wash station (sink), any water left in the drain bucket underneath must be emptied onto an apple tree base, unless a drain hose is in place.

#### **COMPOST MANAGEMENT**

1. Cuttings from your garden must be taken to the designated section of the community garden for composting. Do not dump or pile cuttings in any other area of the garden.

2. Place weeds and vining plants and diseased plant material in the green waste bins designated/signed for use by Community Garden leaders.

3. Donations of bagged brown material, such as tree leaves, are welcome and can be stored at the end of the bin closest to the shed.

[more]

4. Plant labels, plant containers, manures, oil, and dairy products go in the black garbage can. They cannot be composted. Also, place Bermuda grass, crab grass, or diseased or infested plant material into the green 'Garden Waste' recycling can. They should not be composted.

5. Bins marked "DO NOT ADD" are cooking and their temperature is closely monitored. It is important they not be disturbed. Contact a garden leader if you wish to work more actively in the compost area and learn about this amazing activity of accelerated decomposition.

#### **COMMON SPACES**

1. Fruit from the berry patch and fruit trees are for garden snacking only and not for harvesting in large quantities for personal/home use.

2. Herbs from the insectary border, common fence panels, and asparagus from the asparagus patch are to be harvested in modest portions for home use. Be sure to leave plenty for your fellow community gardeners.

3. Sweet Peas, daisies, zinnias, cosmos, nasturtium, coreopsis, roses and marigolds growing in the insectary border may be picked judiciously for small bouquets. These flowers produce more flowers when picked but we do want to leave many for the enjoyment of the public and the beneficial insects. Iris and sunflowers & tulips should be left for everyone to enjoy.

4. The kiosk on the east side of the garden is a source of information on planting suggestions, birds, pest solutions and coming events.

5. Gardeners are encouraged to dine and visit at the picnic tables and benches. This is your social area!

6. There is a gleaning program in the garden to benefit low-income families in need of healthy food. If you would like to donate some of your harvest to the **Windsor Service Alliance**, (WSA) please place one of the "WSA Please" stakes in your bed for a Friday morning weekly harvest. You can leave specific information on these cards if needed.

Your garden will be harvested by Windsor High School students from the Bridges program and taken to the food pantry for distribution, all under the supervision of garden leaders. You can find the "WSA YES" signs next to the kiosk. If you wish to donate just some of your produce through the week, please place the produce into the bins marked "WSA" located in the social area.

To become a WSA volunteer or find out more about their gleaning programs visit their website at <u>www.wsapantry.com</u>.

7. The nursery area adjacent to the picnic tables and shed and the greenhouse area are managed by the Windsor Garden Club as part of the Windsor Garden Club Plant Sale. Plant starts in this area are not available to gardeners.

Only plants to the east of the compost bins are available to gardeners. Those for sale will be marked with a price tag or sign and community gardeners should put a donation into the Birdhouse Box if wishing to purchase one. Proceeds support the community garden. If you wish to make donations to the nursery, contact a committee member at 707-931-GROW (707-931-4769).

8. Restrooms are not provided in the community garden. Urinating or defecating in the garden is not allowed. **Public restrooms are available by the Police/Sheriff's parking lot at the Huerta Gym** located near the Town Green Community Garden.

9. Trash bins are available for garden waste ONLY. Black bin = trash, green bin = plant materials, blue bin = recycle materials (paper & aluminum). Please do not bring green waste, trash or recycle materials from your home or other places into the garden for disposal. When full, trash bins should be placed next to the Windsor Police/Sheriff's Office, by the red curb.

Full trash bins should be placed along the red curb on the south side of the Huerta Gymnasium building, next to the Town Green Lawn area. Remember to return the same type of empty bin back to the Garden.

10. Pets or other animals are not to be brought into the garden area. Trained service animals are permitted for those with disabilities. Dogs can be leashed next to the bench by the parking lot gate.

11. The behavior of family or friends is the participant's responsibility. All garden policies and rules apply to the guests. Guests may not be left alone in the garden.

12 **Children in the Garden:** Windsor Community Garden is a family garden. We want to encourage all family members to enjoy the garden. **Children should be supervised at all times**. They should not take plant material, decorative garden items and food from gardens other than their own. They may eat produce grown in the garden's shared spaces: apples, pear, berries, herbs, etc. Not all plant material in the garden is edible, so any food eaten at the garden should be supervised by parents/guardians. Plant identification can sometimes be difficult/ confusing and eating some plants can be harmful. (Sweet pea pods, for instance, can look like regular pea pods, but are toxic if eaten.)

There are books, puzzles, and colored pencils and crayons in the mini-library for children to use while in the garden. There are child-sized tools in the small shed. If you'd like your children to be involved in a special project in the garden (cleaning/filling birdbaths, bird identification, starting seeds, etc.), please let us know. The garden can be an outdoor classroom. Nature is educational! Enjoy the garden with your family members, especially your children!

13. When leaving the garden check to see if you are the only gardener present. If so, please lock all of the gates, changing the lock combination from the entry code.

14. Garden Sheds: If you see garden shed doors open, please close them. The shed doors are heavy and leaving them open increases wear and tear on the hinges.

15. Small Garden Shed: inside are tools, gardening tip sheets, a first aid kit, tools and materials for your use while in the garden. If you use the tools, please clean them and return them to their original place in the shed.

16. Do not store your personal gardening materials, tools or other personal items in the sheds.

17. Garden vandalism and/or theft will not be tolerated. Simply put, taking plants, produce or other items from another person's plot or taking equipment or Town Green Community Garden plants or property from common areas is not allowed. Either incident will be cause for immediate termination of plot lease, with no money refunded, and law enforcement officials will be contacted.

18. If you notice the area outside of the fence surrounding the garden needs attention, please contact a member of the Town Green Community Garden Committee: Mary Mariani, (prn1052@aol.com), Kathy Matonak (<u>kathy.matonak@gmail.com</u>), Cindy Fenton (<u>cfenton1957@gmail.com</u>), Angelita Llerena (<u>angllerena@hotmail.com</u>) or Tom Gulya (<u>tigulya@gmail.com</u>), for their direction/approval of any weeding or changes.

19. The Food Forest at the corner of Windsor Road & Joe Rodota Way is managed by one of our Co-Leaders, a Sonoma County Master Gardener, who directs all care efforts in this specialty area.

#### VOLUNTEER HOUR REQUIREMENTS AND COMMUNITY WORK DAYS

1. We welcome volunteers! If you wish to work in one of the common areas or volunteer as a committee member please let us know. Call us at (707-931-4769) or email <u>officers@windsorgardenclub.org</u>. If you are not in communication with a Community Garden committee member, please do not work in the common areas. What you do there may not fit with existing plans for those areas.

2. Plot renters are required to volunteer to help maintain the common areas of the garden for a total of 6 hours each year. The garden hosts volunteer work mornings on the second Saturday of each month, (or another pre-scheduled Work-Day) to facilitate project completion, common area maintenance, community building and garden education. This is a good time to complete your hours. This is also a time to meet with experienced gardeners to ask questions and get to know the community. If you are not available at this time, contact a garden leader to determine independent volunteer opportunities.

Gardeners should record their volunteer work hours in the notebook available in the garden kiosk. Hours will be totaled the first weekend in December.

Gardeners will be charged \$20/hr. for any unworked time (up to six required hours) remaining after the first weekend of December.

3. At the monthly workday the garden will be inspected for pests and disease. Significantly diseased or infested plants will be noted, the gardener contacted promptly, and a course of action will be decided upon through consultation between the gardener and a member of the TGCG committee. Quick action will make a productive, healthy garden and happy neighbors.

4. A Fall Clean-Up Day will be scheduled for December. At this time all summer crops need to be removed from all beds, shredded and processed into the compost bins. Notices will be posted on the gates and email notices will be sent two weeks prior to the Clean-Up Day.

5. Gardeners who do not want to have their summer plantings removed must opt out of Fall Clean-Up Day no later than 24 hours before it occurs and clean their own beds no later than December 1st.

#### PESTICIDES/CHEMICALS/TRAPS

1. The Town Green Community Garden is an organic garden. We recommended you visit the garden frequently to monitor your garden plot's plant health and detect problems early.

2. Homemade soap solutions, sticky traps, or removal of pests by hand are encouraged as first measures when dealing with pests in order to prevent damage to beneficial insects.

3. Commercial insecticides and herbicides must be OMRI certified.

4. Commercial fertilizers must be organic.

**5. Gophers, voles, rats or any other animals may not be poisoned.** Trapping within the garden's fence line may occur under the supervision of the Windsor Garden Club's Town Green Community Garden Committee. Please let us know of you have a vole or gopher problem by calling 931-4769 or speaking to a garden leader and we will help you set traps/manage the situation. Frequent visits to your garden, keeping an eye out for the appearance of any holes in your bed, will ensure that you catch the problem early. It is your responsibility to manage pests and diseases in your bed and you will not be allowed to switch beds as a solution to pest problems.

6. We promote Integrated Pest Management in our use of organic methods and managing of our Habitat Demonstration Garden between the Town of Windsor Administration Buildings and managing our Insectary Border.

#### LIABILITY

1. The Windsor Garden Club and the Town of Windsor assume no liability for any injury, damage, theft or loss of property belonging to garden users participants or their guests, before, during or after their usage.

2. Unsupervised children (under the age of 18) are not allowed in the garden area.

3. You will be required to sign a 'Waiver of Liability' form from the Town of Windsor. Submit this signed waiver (below) with your application, fee payment and this signed form.

#### **TERMINATION PROCEDURE**

In the event a participant has failed to follow the Town Green Community Garden Rules and Procedures, and/or has failed to complete or pay for the 6 hour annual volunteer requirement, or has committed actions against the general best interest of the community garden (as determined by garden managers), the rental agreement will be terminated. The process for terminating a rental agreement is as follows:

1. Participant is notified via face to face meeting, email or US mail regarding non-compliance with the garden rules and procedures, including engagement in behaviors, activities or communications harmful to the garden or gardeners, as determined by garden managers.

2. The participant has two weeks from the date the non-compliance meeting/notice to resolve/cease the identified issue(s).

3. Continued failure to fully resolve/cease identified issue(s) will result in a second and final notice of non-compliance. This will be mailed to the participant with information on the process of lease termination should non-compliance continue/reoccur.

4. The participant has two weeks from the mailing date of the second and final noncompliance notice to resolve/cease all identified issue(s).

5. Failure to resolve/cease identified issue(s) within this final period, and/or new/continued engagement in behaviors, activities, or communications harmful to the garden or gardeners as determined by garden managers will result in termination of the rental agreement. Participant will be mailed a letter of termination and the garden plot will be reassigned to another participant.

**6. Garden vandalism and/or theft will not be tolerated**. Either incident will be cause for immediate notification of termination of plot lease, and law enforcement officials will be contacted.

Simply put, taking plants, produce or other items from another person's plot or taking equipment or Town Green Community Garden plants or property from common areas is not allowed.

#### PRINT AND FILL OUT THIS PAGE AND INCLUDE IN APPLICATION PACKET

I certify that I have read and understand the policies governing the Town Green Community Garden and agree to abide by and enforce these policies as described in the Participant Agreement, dated 2021-2022.

Participant signature and date:

X\_\_\_\_\_ Date \_\_ / \_\_ /

Thank you for your time and we look forward to gardening with you! Windsor Town Green Community Garden Committee of

> The Windsor Garden Club

www.windsorgardenclub.org

it is your responsibility procedures with your Waiver of Liability for	ng on a behalf of an organization or group, / to communicate these rules and group and provide the Town of Windsor participants. Please confirm that you have this additional requirement for <b>ups.</b>
Initials	Date / /

#### PRINT AND FILL OUT THIS PAGE AND INCLUDE IN APPLICATION PACKET



#### WAIVER OF LIABILITY. MEDICAL RELEASE AND INDEMNIFICATION AGREEMENT

### ACTIVITY: Participation as an authorized Windsor Community Garden volunteer and/or gardener during the 2021 calendar year.

In consideration for being permitted by the **Windsor Garden Club** to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the Town of Windsor (its officers, officials, employees, agents and volunteers) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the Town of Windsor (its officers, officials, employees, agents and volunteers).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the Town of Windsor (its officers, officials, employees, agents and volunteers) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks are to be binding on my heirs and assigns.

I further agree to indemnify and to hold the Town of Windsor (its officers, officials, employees, agents and volunteers) free and harmless from any loss, liability, damage, cost, or expense which it may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

#### I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE TOWN OF WINDSOR AND ME, AND I SIGN IT OF MY OWN FREEWILL. (Each volunteer/participant must personally sign).

	Age (if under 18)
Print Participant Name	
	Date
Signature of Participant	
	Date
Signature of Minor (under 18 years) participant'	
Street Address (Number)	Telephone
City, State, Zip Code	
<u>erty</u> , state, <u>Eip code</u>	

e-mail\_address\_

## Congratulations!

You should have 3 pages printed, filled out and signed:

- 1. Community Garden Application
- 2. Participant Agreement
- 3. Town of Windsor Waiver of Liability

Mail all 3 pages together with your check to:

Windsor Garden Club PO Box 892 Windsor, CA 95492