

Oak Park Community Garden Operating Rules and Regulations (Revised July 2022)

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Mission

Oak Park Community Garden (OPCG) is dedicated to maintaining an organic community garden that provides education and beautification to the community and supplies food for its members. Garden members maintain the grounds at the garden, working in a spirit of cooperation and fellowship. Our goal is to offer a safe and attractive environment to people desiring a place to grow edible produce and/or flowers. The Garden is for the use of its members and their households. Visitors are allowed into the Garden during open houses, OPCG community events, or by invitation from the OPCG Directors or Garden members.

These Rules and Regulations are intended to ensure the maintenance of a neat and productive garden area and assure a pleasant environment for all persons in the garden.

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Description

The Oak Park Community Garden is a non-profit charitable organization operating as an Activity Committee of the Community Foundation for Oak Park. The Garden is located at 401 Kanan Rd Oak Park, CA 91377.

It comprises 71 individual parcels, each measuring 10 feet by 20 feet, on approximately one acre of land separated by fencing from the adjacent open space and residential neighborhoods on the northwest corner of the intersection of Kanan Road and Sunnycrest Drive in Oak Park on land owned by the Rancho Simi. The Garden operates on the organic method of gardening. The use of inorganic pesticides, synthetic fertilizers, inorganic rodenticides or inorganic herbicide is not permitted. Only biological pesticides, beneficial insects, and organic cultural practices are allowed for the control of garden pests. Parcel renters are also required to use approved organic gardening, watering and soil conservation methods. Use of non-organic materials can result in termination of gardening privileges.

An unpaid volunteer elected Board of Directors govern the organization.

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Eligibility and Parcel Assignment

A member-gardener is a person who is assigned a parcel and actively gardens within the Rules and Regulations of the Garden.

A member-gardener must be current in Oak Park Community Garden fees.

Parcels will be assigned by a designated Board member. Parcel assignments can be changed upon request, providing the desired parcel is not occupied. Should a change in parcels be requested, the gardener must clear his/her present parcel of all vegetation and debris before the change can take place.

As the Garden is organized for the benefit of residents of the RSRPD, they will have priority on assignment of parcels. A person who is not a resident of the RSRPD may apply but will not be assigned a parcel until all requesting RSRPD residents have received their assignments. Once assigned a parcel, a non-resident will retain its use as long as he/she abides by the Rules and Regulations, and fees are current. Residency will be confirmed by a California Driver's license and/or a current utility bill.

School classes or special interest groups located within RSRPD may also register as a group. For each group a representative must be assigned to oversee and coordinate work on a parcel.

For purposes of this document, a residence is defined as a structure in which people live and is differentiated from other such structures by having a different mailing address. Only one parcel will be assigned per RSRPD residence until each applying residence has been assigned a parcel. At that time, an RSRPD

residence may apply for an additional parcel. When all RSRPD residence applicants have been satisfied, non-RSRPD resident applicants will be assigned. As the Garden accepts groups to take part in the Garden, assignment of their parcels will not be included in this assignment process.

Parcels are assigned to a person and cannot be transferred to, sublet to, or exchanged with another person, including relatives.

Parcels can be shared between two residences if desired by the "head of parcel" member. The head of parcel member is responsible for coordinating payment of annual fees and community work hours for the entire parcel. If the head of parcel member cannot find a co-gardener of their choice within 30 days, he/she must obtain a co-gardener from the parcel waiting list. Co-gardeners must meet the same eligibility requirements as all other gardeners.

Anyone 18 years of age or older may register for one or more parcels.

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General Rules and Regulations

Hours at the garden are from sunrise to sunset.

I, or members of my household, will maintain my parcel.

I WILL

- Sign an Oak Park Community Garden contract agreeing to abide by the current By-laws, Rules and Regulations.
- Be aware of and abide by the rules and regulations of the Garden. Read, understand and sign OPCG's and Rancho Simi Recreation and Parks' Waiver of Liability forms, as will all adult household members and guests who will be present at the garden site.
- Observe good conduct and civil behavior at all times.
- Directly supervise and be responsible for any children in my care while in the garden and keep them with me at all times.
- Be responsible for my guests following the rules and regulations of the Garden and for their actions. I understand no disruptive behavior that will affect other members or residents in the neighborhood will be tolerated. This includes radios (individual entertainment devices using earphones excluded), racing of car engines, vulgar language, raised voices etc.
- Notify the Garden Manager if I am unable to maintain my parcel.
- Be given combinations for locks in use at the garden. I will not disclose the combination to non-members of the Garden. I will ensure that all gates and sheds are locked when I leave the garden unless others are working in it.
- Arrange for someone to take care of my parcel if I am ill or on vacation, notifying the Garden Manager as to who that person is. I understand the Garden is not responsible for the upkeep of my parcel.
- Clean and return Garden-owned tools to their proper place in the storage shed when I am done with them.
- Keep the Board of Directors notified of my current address, telephone number and email. Any correspondence mailed to the current address or email address on file is considered delivered.
- Keep any pet I bring into the Garden on a leash at all times and either tethered by my parcel or in close proximity to me. I understand it is my sole and mandatory responsibility to clean up after the animal. Only pets that are "socialized" will be allowed and the individual owner's privilege to bring a

particular animal onto the premises may be revoked after consideration by the Board of Directors should a complaint be lodged.

I WILL NOT

- Bring undocumented workers into the gardens.
- Bring contractors into the garden unless approved by the OPCG Board of Directors.
- Drink alcoholic beverages or use illegal drugs in the garden.
- Deface or destroy any property, buildings, fences or signs in the garden.
- Leave any personal furniture at the garden when I am not present.
- Sell or use my garden produce for profit. I affirm that my produce is intended for home use.
- Skateboard, bicycle or roller skate in the garden or engage in activity that would be considered illegal or inherently dangerous.
- Threaten or harass the OPCG Directors, any other Garden member or his/her guest.
- Remove anything but my own produce and flowers from my own assigned parcel. I understand that harvesting or removing anything from another garden parcel without permission is stealing and will result in the permanent loss of my membership.

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Community Service

Each parcel will provide up to two hours per month as needed to the maintenance of the garden as a whole. The Garden Maintenance Coordinator will identify and prepare lists of work needed. Members will record a photo before and after "Work Log" of the time spent and task(s) performed. This will be submitted to the Garden Maintenance Coordinator in a timely fashion via email/text. This work will be done by the gardeners themselves, or by members of their household, or by other OPCG members who volunteer to donate community service hours to them. Gardeners may not pay others to perform this work. Gardeners may not pay the OPCG to replace their community hours.

Regular work days to perform community service will be scheduled for the third Saturday of the month. Members may complete their assigned tasks on days other than the scheduled Saturday. Special work days will be scheduled as needed, if the board deems it necessary. Service performed on special work days will be applied toward the members monthly service requirement.

It is the responsibility of the head of parcel gardener to make sure that the required community service is completed for a shared parcel.

OPCG Board Directors are exempt from community service in consideration for the services they provide to the OPCG.

Committee heads and members shall be credited with hours they contribute toward special projects with the approval of a quorum OPCG Directors. The number of hours credited for special projects will be decided by the OPCG Directors.

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Paths

I WILL

- Keep the paths adjacent to my parcel at their original widths and free of weeds at all times **nor** will I store gardening supplies etc in pathways of the garden.
- Keep my crop trimmed out of all pathways. I understand that if any plants extend into the pathway they will be cut back.

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Water Irrigation Systems

Any existing parcel irrigation systems (those connected by PVC pipe to the community garden plumbing) will be allowed to remain until the present parcel holder discontinues membership in the Garden. A new parcel renter wishing to assume responsibility for an existing watering system may do so; however, the OPGC makes no guarantees for the system's functionality. New parcel irrigation systems that connect by PVC pipe to the community garden plumbing will be allowed provided the renter has: Submitted a written plan of the plumbing system with its layout to the Directors prior to approval.

1. Submitted a signed Assumption of Liability form.
2. Submitted the additional parcel security deposit. (see [Fees and Payments](#) section)
3. Obtained prior approval from the Directors.
4. Agreed to personally install or to personally supervise the installation of the system.

Any new irrigation system installations re replacing/updating of currently existing ones shall be drip irrigation style.

I WILL

- Conserve water at all times.
- Turn off the water completely when finished.
- Report problems with the water to the Garden Manager or a Board Member.
- Test my irrigation systems weekly to insure there is no overwatering or leakage.
- Maintain my irrigation system
- Turn off the water to my parcel when a leak occurs in my watering system.
- Make timely repairs, usually within 48 hours of when a problem is reported, if the problem affects the common areas or other parcels. I understand that if I fail to do so, the Board of Directors will obtain the services of a professional to repair the problem at my expense.

I WILL NOT

- Over-water my garden. Over-watering will result in a violation.
- Allow my sprinklers to spray outside my parcel.
- Have any irrigation pipes, controls or timers outside my parcel for sprinkler systems in my parcel.

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Hoses

I WILL

- Coil the hose on the storage rack in a neat manner when not in use.
- Take care to straighten all kinks while coiling the hose.
- Report problems with hoses to the Garden Manager or any Board Director.
- I WILL NOT cut or damage any hose.

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Trash and Garden Waste

There is trash service to the garden.

I WILL

- Put trash in the appropriate container.
- Remove from the garden any trash or garden debris that does not fit in one of the Garden's trash containers.

I WILL NOT

- Bring or dump trash from home or from outside the garden.

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Garden Parcels

The below rules apply specifically to the individually, member rented parcel lots.

Guidelines for the Oak Park Community Garden parcels have been set by the Rancho Simi Recreation Parks Department in conjunction with our surrounding neighbors and in consideration of neighborhood esthetics.

Parcels measure 10 feet by 20 feet. Each parcel under one gardener's care will carry the same responsibilities, including financial.

I WILL

- Submit a parcel improvement form including a design and materials to be used before renovating the parcel surround. It MUST be submitted for preapproval by the Garden manager and board before any construction to the lower or upper part of the parcel surround begins. Failure to comply with this rule will initiate the violation process as outlined in these rules and may lead to termination of membership.
Design plans and approved material list available online.
Boundary board may be supplied by the Parks and Rec Dept, however, individual gardeners are ultimately responsible for the installation of the boards
- Begin work on my garden parcel within three weeks of the date I am assigned the parcel.
- Keep my garden parcel at least 75% planted between May 15th and October 15th.
- Keep my parcel free of weeds and dead plants when lying fallow.
- Keep my parcel free of Bermuda grass, morning glory and all other weeds.
- Plant all plants in the ground
- No trees of any variety will be permitted to be grown in pots or in the ground.

With these exceptions:

- If any parcel has a dwarf citrus that is in a pot, with a saucer prior to June 30th, 2022, that member or parcel will be grandfathered in. The tree must be trimmed to no more than 5 feet in height. The width of the tree cannot extend beyond the parcel.
 - Parcel A5 and H3 currently each have one fruit tree planted in the ground. These trees are grandfathered in until such time those members leave the garden and then those trees must be removed.
- Maintain my crops in such a way they will not shade another member's parcel.
 - Keep my garden parcel free of overripe, rotting and spoiled fruit and vegetables.
 - Use only metal fencing around the parcel or other fencing that has been approved by the Board of Directors.
 - If wishing to install a garden statue seek board approval first. Only one statue is allowed with a height restriction of 30 inches. Must have unanimous board approval.

- Refrain from token plantings or planting a cover crop, unless specifically approved by the Board of Directors.
- Store unused tomato cages, trellises and/or stakes neatly within my parcel during non-growing season.
- Only black shade cloth may be used for a shade structure and must have board approval.

I WILL NOT

- Use pressure treated wood in my parcel.
- Construct a fence in excess of 48 inches in height from path level around the parcel, including vegetable fences.
- Allow the soil height to exceed the boundary board on my parcel. Except when contained in a raised garden bed/ box.
- Have trellises, supports or cages that exceed six feet in height and will not let them shade neighboring parcels. See pictured examples of approved trellises .
- If covering the top of my parcel, I will only use black bird netting or ½ inch small gauge aviary wire above the level of 48 inches from the ground using the park district approved design.
- Supports for cover structures will have a maximum height of 6 feet 6 inches from the pathway ground level.
- Construct any greenhouses
- Use shade cloth as a fencing material.
- Erect birdbaths, flags, or banners in my parcel.
- Use synthetic chemical fertilizers, pesticides, herbicides, or rodenticides. If I have a question on what is considered organic, I shall check with the OPCG Board of Directors.
- Let plants over four feet in height shade my neighbors parcel
- Bring grass clippings to the garden.
- Leave any dead plants in my parcel, in particular when lying fallow.
- I will not plant any illegal or poisonous plants, plants that spread through underground runners, canes or other such means, or any plants deemed by the Board to be unsuitable, some of which are:

Bamboo

Mint

Cactus

Morning glory (flower or weed)

Cane berries

Passion fruit

Castor bean

Plumeria trees

Choate squash

Sorghum

4 O'clock (the flower)

Sugar cane

Jerusalem artichoke

Wisteria

Tropical Milkweed

Any perennial over 4 feet tall, except for one five-foot tall grapevine**

Rose types that spread through underground runners

**One grapevine may be grown in the center of the parcel with vines extending east-west. The grapevine must be properly maintained and no more than five feet tall.

Effective January 21, 2010, no paint, stain, varnish or other finishing product shall be applied to any permanent fixture in a parcel, including fences, gates, and dividers.

If I am in doubt as to whether a specific plant is allowed or have a question, I will ask the Garden Manager or one of the Board members.

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Responsibilities

Every gardener is expected to keep his or her own parcel orderly and attractive.

No discrimination will be allowed based on race, religion, ethnic or national origin, gender, disability, or economic status. Such practices will exclude anyone who engages in them. This organization abides by The Americans with Disabilities Act.

A new member MUST review and SIGN the attached form before he/she can work on his/her parcel.

A new set of rules must be signed by every member at the beginning of each year when they pay their dues.

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Violations / Termination of Membership

When a member is not in compliance with any of the Operating Rules and Regulations, he/she will be issued a letter of Non-Compliance and will be given three weeks to correct the situation. If the issue is not rectified, a second letter of Non-Compliance will be issued and the member will be given one week to remedy the situation. If the problem has not been corrected by the end of that week, a Notice of Non-Compliance and Eviction will be sent and the member will have one week to relinquish the parcel back to the Oak Park Community Garden. Anything in the garden parcel that has not been removed by that time will be subject to disposition by the Board of the OPCG.

- Issuance of 3 letters of Non-Compliance to any one member in a 12 month period will result in termination of membership. Correction of a problem identified in a notice will not cancel the notice and the notice will be counted. Verbal notices are not counted in the three notice rule.
- New members will be on probation for four months, during which time his/her membership may be terminated for cause upon unanimous vote of the Board of Directors. Such cause may include any one violation of the Rules and Regulations.
- A failure of a member's watering system that is not repaired/addressed within 48 hours of notification of the failure will be considered a violation.
- Garden members who do not complete their monthly required community service unless arrangements have been made with the Garden Maintenance Coordinator) will receive an email/letter of non-compliance and may be subject to losing their garden privileges if 3 such letters are received in a 12 month period.
- Membership in the Garden may be terminated if false information is given.
- Annual fees not paid by the end of the grace period will result in termination of gardening privileges.

- A gardener whose membership has been terminated may re-apply after one year. Termination for drinking alcohol, using drugs, or stealing will result in the permanent loss of membership.

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Appeals

Members may appeal the loss of membership to the Board of Directors within 30 days of the date of termination. The appeal can be either in person or in writing. Oak Park Community Garden Directors will discuss the issue at the next Board meeting or at a special meeting called by the president. The terminated member will be invited to the meeting. The decision of the Board of Directors is final.

The Board of Directors of the OPCG is the final arbiter of any disputes or violation of garden rules and regulations. Complaints or questions about the Garden should be brought to the Board either in person or in writing.

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Fees and Payments

Annual parcel rental fees are \$120 and are prorated for membership after Feb 1. One additional parcel may be rented by a member for the reduced rate of \$80.00 per year, also prorated. This is dependent on all membership requirements such as community service having been met and existing rented parcel being in good standing. ie. neat and clean.

A \$60.00 refundable deposit is required per parcel without an irrigation system (as defined in the "Water/Irrigation Systems" section).

A \$200.00 refundable deposit is required per parcel with an irrigation system. Any expenses incurred by the OPCG for irrigation system repair will be deducted from the garden member's deposit. If the deposit is insufficient to cover the costs of repair, the OPCG Directors shall bill the garden member for any remaining costs. The deposit must be replenished by the garden member within 30 days if it has been partially or completely used for an irrigation system repair.

Deposits are returned when a member leaves the garden and his/her parcel has been completely cleared of any dead vegetation or gardening materials. Fencing and irrigation systems may be left in place by a departing gardener if those items are in good working order. Refunds will be issued after inspection and approval by a Board member or designee, The member must contact the OPCG Directors to receive the refunded deposit. If labor is required to clear and remove property or garden surplus, rubbish or materials, the member will be charged at an hourly rate for removal. Please note that gardeners opting to leave the garden before the end of the one year are not eligible to receive a refund.

Payments by personal check should be made payable to Oak Park Gardeners.

Any returned checks fee imposed by the bank will be the responsibility of the member, plus a charge of \$10.00 for handling.

Fees for the ensuing year will be invoiced at the beginning of December. This will be the first and last invoice. Current year's memberships expire at midnight, December 31. There is a grace period of 30 days. Annual fees not paid by the end of the grace period

(January 31st) may result in termination of gardening privileges.

The annual fees and refundable deposit may be waived by the OPCG Board of Directors for school or other groups that benefit the community, or in cases of hardship, as adjudged by the Board of Directors.

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Information

In case of an emergency within the garden, such as the presence of bee swarms, flooding, uncontrolled watering, fire, unauthorized entry, or other such events, any member on site may take appropriate corrective action in consideration of the welfare of the gardens and/or its members as a whole. The incident and any action taken should be reported immediately to a Board member.

An unforeseen situation might arise that would prevent adherence to these agreed-upon responsibilities. If such an incident does occur, please notify the OPCG Directors.

If your garden produces more than your needs, you are encouraged to contribute a portion of the harvest to an agency that will channel the surplus to those who need it.

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Board of Directors Meetings

The Board of Directors of the OPCG meets once each month. Members are invited to call/email any Director to express concerns or comments. To bring any concerns or questions before the board in person, call the president to be added to the agenda.

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By signing here, I acknowledge that I have read the rules and regulations of OPCG and agree to abide by them for the duration of my membership. Furthermore, I understand that failure to comply with the above rules may result in violation notices leading to termination of membership.

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Member's Signature

Date

Parcel #