



## **CITY OF NEWPORT COMMUNITY GARDEN POLICY**

### **PURPOSE**

The purpose of the Community Garden Policy is to recognize community gardens as a valuable community activity that fosters the development of a community identity and spirit, contributes to health and well-being, encourages positive social interaction, community development, environmental education, connection to nature, and utilizes open space for nutritious food production. The City of Newport encourages community gardening by collaborating with local civic groups and non-profit organizations in the development and support of community gardens.

### **COMMUNITY GARDEN DEFINED**

A community garden is a City-owned plot of land that is managed and maintained by community gardeners and the City to produce food crops, flowers, or plants for private use, consumption, or donation. City parks or designated natural open spaces are not to be used for community gardens but the City may assist in establishing community gardens on other public or private parcels of land.

### **GARDEN PLOTS**

Garden plots are assigned on a first come / first serve basis and will be staked out by the City. Garden plots will be marked with an identification tag and may not be enlarged. Only one plot is allowed per person or family and all participants must be residents of Newport. Any plots not reserved by June 1 may be rented on a yearly basis by non-Newport residents or may be rented as a second plot by existing plot holders. It is the responsibility of the gardener to prepare the garden plot for planting. Gardeners are also expected to keep their plots clear and free of weeds, grass, and other debris that can harbor insects and disease.

### **GARDEN HOURS**

Participants may garden at their own convenience from dawn to dusk, seven days a week.

### **GARDEN COST**

To help cover the cost of water and occasional clean-up by the City, each garden plot will cost \$20.00 annually, or the cost may be determined by City Administrator. An additional \$20.00 deposit will be collected with the application to ensure that the community gardener cleans up their plot either by October 31st or when they discontinue use of the plot. This deposit will be refunded at the end of the season after the gardener has cleared all plant material and structures out of his or her plot.

### **GARDENER AGREEMENT**

In an effort to keep the community garden vibrant and healthy for all participating members, the following rules have been established and will be enforced:

The community gardener agrees to:

1. Keep their plot free of weeds, rotting or diseased vegetation, and other items that may harm the community garden.
2. Supply their own seeds, fertilizer, and tools for proper preparation and cultivation of crops.
3. Harvest produce only from their garden plot.
4. Remove paper, trash, and debris from their garden plot area. Place any rocks removed from their plots in the designated rock barrel.
5. The gardener must not expand their plot beyond the staked out dimensions or into paths or other plots.
6. Harvest all crops and clean up their garden plot by **October 31st. Any items left in the garden beyond this date may be destroyed** and the gardener may not be allowed to return the following year.
7. If a garden plot is not used or attended to for 21 days, or if the garden is not planted by June 1st, the City may lease the garden plot to another gardener.
8. Comply with all federal, state, and local laws and regulations.
9. Community gardener shall either remove unwanted organic waste from the premise or place organic waste in the designated compost site located on the premise. **The only material to be put into the compost site is compost from the garden plots.** Gardeners are encouraged to properly maintain the compost site as needed.

## **RESTRICTIONS**

1. The community garden is intended solely for personal use. Gardening for commercial purposes is prohibited.
2. Garden plots may not be used to grow trees or illegal plants of any kind.
3. Pets are prohibited in the community garden.
4. Dumping of debris onto other garden plots is prohibited.
5. Gardeners are discouraged from using synthetic or organic chemical herbicides or pesticides.
6. Fresh manure is prohibited.
7. Rocks and woodchips are prohibited
8. Water sprinklers are prohibited but hand sprinklers may be used.
9. Permanent or temporary structures, fixtures, or equipment, or items creating a nuisance in the community garden are prohibited.
10. When planting near paths, leave adequate space for plant growth so that plants will not overhang onto paths or other plots. Crops, plants, vines, and vegetation must be contained within the boundaries of one's garden plot.
11. Gardens may be fenced no more than five (5) feet in height.
12. Parking automobiles is only allowed in designated areas.
13. Loud music is prohibited in the community garden.

## **LIMITATIONS**

The City of Newport reserves the right to have 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 a garden plot lease or activity for any reason.

**WAIVER OF LIABILITY**

The City of Newport assumes no liability for any injury, damage, theft, or loss of property belonging to garden user participants, before, during, or after their usage and / or lease. The community gardener agrees to assume all responsibility and to defend, indemnify, and hold harmless the City against all actions, claims, damages, or demands which may be brought or made against the City's interest in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the right and privileges herein granted.

The City may terminate a community gardener's use of City property under this Agreement immediately for any reason.

**THE CITY OF NEWPORT ASSUMES NO LIABILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA. NEITHER DOES THE CITY ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS OR PERSONAL PROPERTY DUE TO THEFT.**

**I agree to abide by these conditions set forth for the Community Gardener.**

\_\_\_\_\_  
Applicant's Signature Date

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

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

Phone Number: \_\_\_\_\_

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

Requested Plot Number: \_\_\_\_\_

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**For City Use**

**Receipt #:** \_\_\_\_\_ **Date Paid:** \_\_\_\_\_ **Plot Number:** \_\_\_\_\_

**Deposit Received:** \_\_\_\_\_ **Deposit Returned After October 31st:** \_\_\_\_\_