

Benicia Community Gardens, Inc.



BCG Policies & Regulations

I. General

1. BCG's Mission & Purpose as a non-profit:

The mission of Benicia Community Gardens is to support local food security — by helping local citizens establish and care for gardens throughout the city that provide fresh food, fellowship and discovery, and also by increasing citizens' access to sustainable, regional sources of wholesome food — thereby strengthening community resilience.

BCG's purpose is also educational, to demonstrate sustainable, organic gardening and urban farming methods and promote use of available land for increasing local food production.

2. BCG organization, Policies & Regulations ["P's & R's"]:

- a. BCG is a grassroots non-profit organization, established in 2003, administered by a small, voluntary Board of Directors, ["Board"]. The Board has adopted Policies & Regulations to serve and help guide BCG's mission, in the spirit of cooperation, for the benefit of all involved. The BCG volunteer Leadership Team and/or Gardening Committee, appointed by and reporting to the BCG Board, enforce "P's & R's".
- b. According to BCG By Laws, the BCG Board retains ultimate authority in all matters pertaining to BCG and its activities. BCG membership is voluntary and membership does not confer voting rights. It is expected that everyone who participates in BCG activities will agree to abide by BCG Policies and Regulations. These are to be publicly posted on the BCG website www.beniciacommunitygardens.org and also at BCG-sponsored community gardens.
- c. BCG maintains two community gardens, Swenson Garden, (established in 1999), at the intersection of Military East & East 2nd St, on property owned by Heritage Presbyterian Church, and also, Avant Garden, (established in 2010), located at First St & East D, a property for sale, such that the garden is called "moveable", in accordance with BCG's lease arrangement. BCG may establish other gardens in the future. BCG Policies & Regulations especially pertain to the operations and maintenance of BCG gardens.
- d. Food crops at BCG gardens are harvested by the gardeners responsible for raising them for their own and their family's benefit. Surplus from harvests may be given to personal friends or donated to BCG-selected food share programs. Produce cannot be sold.

II. Eligibility

1. Statement of Non-Discrimination:

"Benicia Community Gardens, Inc., does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities may involve voluntary members, staff, contractors and provision of other services. We are committed to providing an inclusive and welcoming environment for all our volunteers, our staff, subcontractors, vendors, community members and others whom we serve."

2. BCG Membership:

Anyone participating in BCG is considered a voluntary BCG “member” when **(a)** you have signed a Gardener’s Agreement and are a gardener with an assigned planting bed or container(s) at a BCG-sponsored garden, or **(b)** you have signed a BCG Application, and your name is placed on a Waiting List for gardening space, and/or, you have signed a BCG Application and volunteer tending a community bed, and/or are helping with garden maintenance, and/or, you are participating in other BCG-sponsored activities, workshops, projects or programs.

All work performed by members at BCG-sponsored gardens, including use of equipment, and all activities performed at other BCG project sites are done at members’ own risk. Benicia Community Gardens is not responsible for any personal judgments or actions taken by a member that may cause the member or others harm or injury. In becoming active with BCG, a member must agree to HOLD HARMLESS Benicia Community Gardens, Inc and its directors, officers, employees, agents, and assigns (including Estey Real Estate, City of Benicia, property owners, Heritage Presbyterian Church and Laura Duria) from and against any damages, losses, liabilities, claims, demands, suits, expenses and attorneys’ fees including appellate attorney’s fees, (together, “Losses”), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by me, my family members, my guests, or any other person participating in BCG gardening activities or present in the BCG gardens, directly or indirectly resulting from, arising out of or in connection with the participation in the BCG garden activities or presence in the BCG gardens.

3. Basic Protocols: BCG Gardener’s Agreement, Assignment of Beds, Waiting Lists & Fees:

- a. Only the BCG Volunteer Leadership Team and/or Gardening Committee, appointed by the Board of Directors, assigns or re-assigns beds. Beds cannot be transferred or exchanged without the Board’s authority. Beds are numbered according to a garden plan. That number will identify your bed. If assigned a bed, you will sign a BCG Gardener’s Agreement, to be submitted to the Board of Directors or Volunteer Garden Coordinator. This Agreement is renewable annually. Each year, Agreements expire on March 20th. A renewed Agreement must be signed and applicable fee(s) must be submitted no later than March 21st.
- b. BCG’s purpose is to ensure that BCG gardens are productive year-round. BCG’s seasonal calendar divides the year into two growing seasons: a longer spring/summer season (March 21 - Oct. 15), and a shorter fall/winter season (Oct. 16 - March 20).
- c. If you are assigned a bed, you are expected to keep it productive through spring/summer and fall/winter seasons. However, If you decide not to garden during the fall/winter season, you must plant cover crops to replenish soils. If you intend to continue tending your bed for the following spring/summer season, you must renew your Agreement by March 21st, and pay applicable fees for that year. If you choose to resign or not to renew your gardening agreement, any plants or trees that are left behind will become property of the garden.
- d. A Waiting List for beds at each garden is maintained by the Board and/or the Volunteer Garden Program Coordinator. If there are no beds immediately available at the garden of your choice, you may submit to the Board or Volunteer Garden Coordinator, a signed BCG Application, which allows your name to be placed on the Waiting List for a bed, and to perform volunteer tasks at BCG gardens. This Application is available at each garden and/or can be downloaded from the BCG website. Beds are assigned to those on the Waiting List in the order in which names were originally listed. You will be notified in that order, as soon as a bed becomes available, at which point, you will be required to sign a BCG Gardener’s Agreement.
- e. BCG charges a Gardener’s Fee, payable when the BCG Gardener’s Agreement is signed. The amount is set annually by the Board based on an operational budget. The amount is stated in the Agreement. The fee offsets costs of garden maintenance and the cost of annual water usage. Should a member join for the winter gardening season only, Gardener’s Fee shall be prorated. No one is turned away for the lack of funds. The Board may assess the gardener an additional fee for the following gardening year, to compensate for the unserved volunteer hours owed the previous year (refer to Part III, Section 1, paragraph “f”).
- f. Each gardener with an assigned bed is responsible for keeping BCG notified of his/her most current home address, telephone number(s) and email. Changes can be made by notifying the Volunteer Garden Coordinator or by emailing <info@beniciacommunitygardens.org>.

III. Members' Responsibilities

1. General

Community gardening is a social, civic, educational and recreational activity. Members are expected to treat each other with respect, decorum and dignity and to take opportunities to learn from each other. Members must abide by BCG Policies & Regulations, copies of which are posted inside each garden's tool shed, are distributed with BCG Applications and BCG Gardener's Agreements, and are posted on BCG's website, www.beniciacommunitygardens.org. Any problems, complaints or disputes should be quietly brought to the attention of the Volunteer Garden Coordinator or a Board member for resolution. Regard for members' privacy and consideration of our neighbors and visitors, in the gardens and in the neighborhood, is a civic duty.

BCG's community gardens are prominently located in Benicia's downtown and are a very visible part of the city's cultural life, inspiring curiosity and interest. The appearance of the gardens should be attractive and inviting, offering aesthetic pleasure. Gardeners and volunteers are expected to help create, develop and maintain, as best as possible, a pleasing, orderly garden environment at all times.

- a. Kindly inform friends and personal guests to the garden(s), and those folks simply curious, about BCG's mission as a non-profit organization. Policies & Regulations apply to all who visit or participate in the gardens or BCG programs and activities. Members are responsible for their guests' actions. Children brought to the garden must be supervised by an adult at all times.
- b. Pets, whether or not on leashes, are not allowed in BCG gardens, for reasons of sanitation and safety. BCG gardens might be visited by wild animals. Feeding of any wild critter is not permitted. Please advise a member of the Garden Leadership Team or Volunteer Garden Coordinator if you notice such activity.
- c. Use of BCG equipment is a privilege. Work is done at the gardener's own personal risk. Proper use and care of tools and equipment is very important. BCG is not responsible for any gardener's misuse of tools and equipment, or for any injury caused by their use.
- d. Each garden has a tool shed equipped with basic hand tools. Each active member will receive the lock combination for the shed door in order to access tools and store a minimum of personal gardening equipment or other items. The shed must be locked after use. If you are the only one working in the garden, you are responsible for ensuring that the shed is locked when you leave and that all tools are put away. BCG tools, equipment and wheelbarrows must be returned to the shed in good, clean condition after use. To prevent theft, do not leave tools outside, in a bed, or behind the shed. If a tool breaks, please notify the Volunteer Garden Coordinator or a Board member.
- e. Accidents can happen: a basic First Aid Kit is supplied at each garden for treating minor cuts & bruises. The kit is located inside the tool shed. Raised bed frames at Avant Garden are made of redwood lumber, mostly recycled. Redwood splinters should be removed from skin immediately, since they can cause blood poisoning. Small wounds should be cleaned immediately with soap and water. Use best caution and judgment. BCG members as gardeners or volunteers work at their own risk as stated in the Gardener's Agreement and BCG Application. If you notice any safety hazards or safety concerns, please notify the Board and/or Volunteer Leadership Team members immediately.
- f. Each spring/summer and fall/winter season, gardeners are expected to give at least three (3) hours of service for the general maintenance and improvement of the community garden in which they have a planting bed, for a total of six (6) hours in one year. BCG volunteers and gardeners help with weeding and refurbishing wood chip paths; planting and weeding borders; watering containers; helping keep order in the tool sheds, etc. Scheduled work parties, usually held on Saturdays or Sundays, are announced through email and/or the BCG website, www.beniciacommunitygardens.org. If a gardener prefers to devote his or her required service hours to another BCG program, this option can be arranged between gardener and garden coordinator as a substitute for community garden maintenance tasks. However, by the end of the BCG year, (ending March 20th each year), if a gardener has not performed the minimum required six hours of volunteer service either at a garden

or with another BCG program, the Board may assess the gardener an additional fee for the following gardening year, to compensate for those unserved volunteer hours owed the previous year. If the Gardener's Fee is waived for a gardener (upon approval of the BCG Board), the gardener must complete the 6 hours of volunteer service requirement. If they do not complete the volunteer requirement, they will not be allowed to continue their membership in the following year.

- g. Gardening hours at each community garden are considered daytime hours, for safety reasons and in respect for our neighbors. At Swenson Garden, Sunday gardening hours are restricted to afternoons after church services are over. If a special service (wedding, funeral) at the church is announced, Swenson gardeners will be notified by email if the church prefers no gardening during those hours.
- h. A large Share Plot at Avant Garden is planted year-round for the purpose of regularly donating healthy fresh produce to local charities with programs to feed those in need. BCG encourages gardeners to donate a small portion of their own crop yields to a BCG-designated charity/food share program and/or to actively participate in the Share Plot Team to help plant and maintain the Share Plot. A volunteer from the Share Plot Team will pick up and deliver food donations on a weekly basis.
- i. Watering beds, containers and borders: Although a few raised beds at Swenson Garden have drip irrigation systems, it has been demonstrated that the method of watering manually by hose conserves water best, with the added benefit that this method promotes gardeners' very regular maintenance of their beds and other planting areas. BCG's watering system is basic. Always stay with the hose when the water is turned on. Oscillating sprinkler, diffusers and soaker hoses must not be attached to the community hoses. Water is precious and increasingly expensive. Conserve water at all times! Immediately report any problems (leaks, breaks) with valves, faucets or hoses to the Volunteer Garden Coordinator. If you are the last person in the garden, it is your duty to ensure that all faucets and red water valves are turned off.
- j. Weeds must not be put in the compost piles. Weeds must be put in a designated area in each garden.
- k. Personal garbage, trash and recyclables must be removed from the garden. (BCG does not have a contract for garbage/recycling service.)



2. Gardeners' Responsibilities for beds and their planting:

- a. Gardeners must keep their individual beds weeded and watered as needed, and keep the soil healthy using appropriate organic amendments, keeping the bed "topped up" with mixtures of soil and compost. Paths must be kept weed-free surrounding assigned beds. Wood chips are provided for path replenishment to inhibit weeds. It is expected that all beds and paths will be maintained. A gardener who expects to be away on vacation or is ill must arrange for someone to take care of his or her bed for the duration. The person chosen to tend the bed must be informed of BCG Policies & Regulations, since they apply to everyone working in the gardens.
- b. Beds must be kept cleared of invasive plants and weeds, diseased or dead plants. If in doubt, consult with the Volunteer Garden Coordinator or Board member.
- c. BCG recommends planting a diverse food crop, such that no more than 25% of a bed is planted in beneficial flowers and herbs, and no more than a third of the bed with any one individual crop, e.g. whether tomatoes, greens, squash, etc. Crop rotation is essential to prevent diseases particular to individual crops. If the intent is to plant some perennials (like strawberries) and biennials (celery, onions) and easily re-seeding plants (like arugula), a gardener should give thought about where best to plant them so that annual crops can be accommodated each season and crop rotation is still possible.

- d. Paths need to be kept clear. Keep trailing crops within the bed as much as possible.
- e. Beds may be minimally decorated with small sculptures, trellis', etc. (no more than 5' in height), and signs must be no larger than 5" x 7" inches. No business or political advertisements are allowed.
- f. Commercial chemical pesticides, fungicides and fertilizers, other than those officially designated "organic", are not allowed. Only pesticides and fungicides are allowed that represent minimum risk to humans and animals, with active ingredients (mostly naturally derived essential oils, such as Neem oil and pyrethrines) exempted under 25(b) of the Federal Insecticide, Fungicide, & Rodenticide Act.
- g. All herbicides are prohibited. "Roundup" or similar product with glyphosate must not be used on weeds or plants.
- h. To condition soils for new plantings, gardeners are expected to use organic amendments: compost, *cured* chicken or steer manures, (rabbit manure is excellent and can be used fresh without burning plants), worm castings and other natural products (algae, bat guano, etc.). Use mulches, such as fir bark mulch or straw, for top dressing a bed to conserve water.



Enjoy your community gardening experiences with BCG!

