

Summer Winter Community Garden

Article 1 Purpose

The Summer Winter Community Garden is a volunteer organization created to utilize the property at 33rd and Race Streets for the benefit of community gardeners and the enjoyment of our neighbors. The land is owned by the Philadelphia Redevelopment Authority from whom the Neighborhood Gardens Trust (<https://www.ngtrust.org/>) leases the land on behalf of the gardeners.

By accepting membership with the Summer Winter Community Garden, gardeners agree to read and adhere to the Bylaws herein.

Article 2 General Membership

1. Membership to the Summer Winter Community Garden is annual and granted on a one-plot, one-membership basis. Gardeners may share a membership to the Garden with a designated co-gardener, however, each assigned plot must have an individual member who is responsible to ensure that all membership responsibilities are carried out. In rare instances, a group may be using the plot, however one responsible individual must be designated on the application form; this role cannot be transferred within the group without official written notice to the Executive Committee.
2. Plot dues for returning gardeners are required to be paid by the date determined through the renewal process. Plot dues are set by the Executive Committee annually and are assessed per square foot of the gardener's assigned plot.
3. Checks or money order payment should be made out to "Summer Winter Community Garden."
4. In addition to the submitting the above plot dues to maintain membership in good standing, gardeners are required to adhere to the following policies. Gardeners shall:
 - a) Clear and plant their assigned plot by April 15. Failure to plant by this date may result in forfeiture of membership to the Community Garden and any dues paid.
 - b) Maintain their plot *and adjacent paths and fences* by weeding. Gardeners who fail to maintain their plot and the adjacent paths and fences will be informed by a designated member of the Executive Committee and given two weeks to adhere to this policy. Failure may result in forfeiture of membership to the Community Garden and any dues paid.
 - c) Compost on their own plot. **The common compost areas are reserved for weeds from the common areas of the garden only.**

- d) Participate in three Garden Work Days and one special project or initiative to improve the garden's public spaces. These Work Days typically take place at least once a month during the growing season. Projects for these Work Days are determined at the Executive Committee meetings.
 - i) If a gardener's schedule makes it impossible to participate in the Garden Work Days, the gardener can substitute 9 hours of volunteer work time on public spaces. The gardener is responsible for informing the designated Executive Committee person of this substitute work by emailing summerwintergarden@gmail.com.
 - e) Not plant trees on individual plots without permission of the Executive Committee.
 - f) Not transfer membership to other gardeners. All prospective members must apply for membership via the application process.
 - g) Prepare plots for winter by December 15, including removing dead plants, stakes, and if possible, planting a cover crop.
5. Gardeners should also expect and adhere to our Community Standards by:
- a) Spending a minimum of two hours every week during the growing season working in and around their plot.
 - b) Being respectful of and helpful to fellow gardeners and to all who live near or pass through the garden.
 - c) Sharing knowledge of the garden and best growing practices with fellow gardeners.
 - d) Maintaining garden equipment and facilities, and to leave the condition of the garden and its environs in at least as good condition as when entered. This includes but is not limited to turning off the water, cleaning and storing tools, and ensuring that no one is in the garden when locking up.
 - e) Using only a reasonable and fair share of all shared garden resources, such as wood chips, compost, and water.
 - f) following a "leave no trace" approach to using the Common Spaces throughout the Garden.
6. Members in the Garden will have voting ability at the annual General Membership Meeting and any other Special Meeting called by the Executive Committee. Voting ability is contingent upon adherence to the duties outlined in section 4 above.

- a) A quorum for purposes of General Membership Meeting, including any special meetings called, shall be a majority of the active Executive Committee plus one (1) or more active members.
- 7. Adhere to the Neighborhood Gardens Trust “Values Statement,” available for review at www.summerwintergarden.org.

Article 3 Executive Committee

- 1. The Executive Committee shall comprise of the following positions:
 - a) Chairperson who is responsible for organizing Executive Committee activity and represents the garden formally to other organizations
 - b) Treasurer who is responsible for disbursing Community Garden funds, recording money received from dues and other sources, and providing a report of funds to the Executive Committee and General Membership meetings
 - c) Recording Secretary who is responsible for keeping minutes of the meetings for distribution to the general membership
 - d) Executive Committee General Members, who are current garden members who have attended three of the previous five Executive Committee meetings
- 2. The Executive Committee meets monthly, virtually or in-person, during the garden’s growing season.
- 3. All garden members are invited to attend the Executive Committee meetings. Only Executive Committee members will have voting ability.
- 4. Before each meeting begins, the attending members of Executive Committee shall approve the Meeting Agenda.
 - a) If the need for a formal deliberative model for any single item should arise these by-laws provide for activation, upon request by any single member, a modified Roberts Rules of Order (RRO) process. In the Garden's implementation, because of the small number of people on the Executive Committee, the chairperson votes.

The implementation is as follows:

- (i) Member calls for activation of RRO for single agenda item 'X'.
- (ii) Body votes on whether to begin discussion of item 'X' using RRO.

(iii) If majority votes 'yes' then discussion begins, moderated by chairperson. If majority votes 'no' then discussion does not begin on item.

(iv) During discussion, any member may move -- and if seconded -- to close discussion. Body then votes on whether to close discussion.

(v) If body votes to close discussion, this is immediately followed by vote on item. If not, discussion continues.

(vi) To end discussion if time runs out, body can vote to postpone item to later date.

(vii) All votes, except for the request to invoke RRO, require a second.

(viii) Modifications of the deliberative process (such as how long speakers may speak) are allowed, and require a second.

(ix) The role of the chair is to enforce the rules of this process

(x) After discussion and voting of the item finishes, the decision-making process returns to the consensus model.

b) A quorum for purposes of the Executive Committee shall be a majority of the active Executive Committee members.

4. The Executive Committee will schedule the General Membership meeting annually.

5. The Executive Committee will notify the General Membership of any General Membership or Special Meetings in a timely manner.

Article 4 Garden Services

1. The Garden will provide water and large tools to its members. Additionally, the Garden will arrange deliveries of wood chips, compost, etc. throughout the growing season.

2. Water pipes are generally 6-12 inches below grounds on the paths and can be easily damaged by tools. Please report any leaks to summerwintergarden@gmail.com.

a) The east side water system begins at the farmers valve on the west side. This water system will be closed during the frost season. The Executive committee will open this system after danger of frost.

- b) The west side water system source is located at the Drexel University building to the north at a valve at ground level. Turning this on will turn on all water to the west side.

Article 5 Forfeiture of Membership

1. Gardeners who fail to adhere to the duties in these bylaws may be subject to forfeiture of their membership without refund of dues.
2. Gardeners will generally be given two weeks to remedy any failure to follow these bylaws and will be notified of such by the Chairperson or Executive Committee designee.
3. Gardeners who do not remedy the failure to follow the bylaws will forfeit any claim to any assigned garden plot, its contents, and membership in the Garden.
4. Gardeners will be given the opportunity to voluntarily forfeit membership prior to the growing season. Gardeners who need to forfeit membership due to moving or any other inability to garden must notify the Executive Committee at summerwintergarden@gmail.com.

Article 6 Amendment and Ratification

1. The Executive Committee shall update and review the Bylaws of the Summer Winter Community Garden annually.
 - a) Should no substantive changes to the Bylaws be required from the previous year, the Executive Committee shall simply update the dates and promulgate the Bylaws for the membership.
2. Bylaws will be subject to discussion and approval by the Executive Committee at the first meeting of the calendar year and any subsequent meeting should amendments be required.
3. The Bylaws will then be sent out to the General Membership for review and comment. Any comments received to summerwintergarden@gmail.com will be discussed, and any amendments proposed, at the Special General Meeting. A final draft Bylaws will then be put to vote by the General Membership for ratification at the Special General Meeting.
 - a) This Special General Meeting may occur in person or via video conferencing.
4. Ratification will be subject to a majority vote of Executive Committee members and all General Members in attendance at that meeting.

Article 7 Waiver of Liability

1. By maintaining Membership with the Summer Winter Community Garden, each gardener agrees for his or herself, heirs, representatives or assigns, to release, waive, discharge the Summer Winter Community Garden from any and all liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden.