



# Town of Berlin

## Planning and Zoning Department

240 Kensington Road  
Berlin, Connecticut 06037  
www.town.berlin.ct.us

### Hatchery Brook Community Gardens 2019 Plot Application –Release from Liability

The *Hatchery Brook Community Gardens* (hereinafter called “HBCG”) are located at the Hatchery Brook Conservation Area, 685 Orchard Road, Berlin, Connecticut. As a HBCD participant, I agree and abide by the *Rules & Regulations* that supplement this application, which have been established to regulate and protect the *Hatchery Brook Conservation Area*.

Application Deadline: **Friday, April 19, 2019.**

Please note that the Town of Berlin assumes no responsibility for postal delays.

Checks shall be payable to: **Town of Berlin, include “HBCG” in the memo line.**

Payments can be mailed or hand-delivered.

#### Applicant Information

(Please print where applicable)

Renter Name: \_\_\_\_\_ Helper(s) Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

#### PLOT SIZES & FEES:

5' x 10' \$25 for Resident  \$35 for Non-resident   
8' x 20' \$30 for Resident  \$40 for Non-resident   
10' x 25' \$35 for Resident  \$45 for Non-resident   
20' x 20' \$40 for Resident  \$50 for Non-resident

(Please Check One)

I UNDERSTAND THAT THE TOWN OF BERLIN IS NOT RESPONSIBLE FOR MY ACTIONS OR CONDUCT, OR THE ACTIONS OR CONDUCT OF FAMILY MEMBERS OR GUESTS OF MINE, AT THE HATCHERY BROOK GARDENS. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE TOWN OF BERLIN FROM ALL LIABILITY, DAMAGE, LOSS, OR CLAIM THAT ARISES IN CONNECTION WITH THE USE OF THE HATCHERY BROOK COMMUNITY GARDENS BY ME OR BY ANY OF MY FAMILY OR GUESTS. I WAIVE MY RIGHT TO SUE OR PRESENT A CLAIM AGAINST THE TOWN OF BERLIN FOR ANY LOSSES OR INJURIES WHICH I SUSTAIN WHILE USING THE GARDEN PLOT AND THE SURROUNDING PREMISES LOCATED AT THE HATCHERY BROOK COMMUNITY GARDEN AREA.

I have read the Rules & Regulations supplement and I agree to comply with all rules and regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### To be completed by P&Z staff only:

Fee Paid \$ \_\_\_\_\_ Check Number \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

# Hatchery Brook Community Gardens

## Rules and Regulations

The *Hatchery Brook Community Gardens* (hereinafter called "HBCG") are located at the Hatchery Brook Conservation Area, 685 Orchard Road, Berlin, Connecticut. As a HBCD participant, I agree to abide by the following *Rules & Regulations*, which have been established to regulate and protect the Hatchery Brook Conservation Area and encourage fairness among the gardeners so that everyone has a productive and enjoyable experience.

**The HBCG will be open to gardeners through October 20<sup>th</sup>. Gardeners will not have access to the HBCG after October 20<sup>th</sup>.**

**Failure to comply with the following Rules & Regulations may result in the loss of use and reassignment of your garden plot and/or loss of future gardening privileges.**

### APPLICATION PROCESS:

**Persons must apply each year for a plot, but returning gardeners will be given first preference. Note: There is NO guarantee that gardeners will be assigned the same plot as the previous year, except for early bird applicants. Overwintering crops or amending the soil in an assigned plot is done so at the gardeners own risk.**

### GARDENING REQUIREMENTS:

1. Payment of fees and submission of signed Plot Application – Release from Liability is necessary before you begin gardening.
  - A. I agree that my crops will be for personal/not-for-profit use only.
2. I agree to maintain my garden plot and the surrounding pathways through **October 20<sup>th</sup>**. Plot and Pathway maintenance must be done by every plot renter.
  - A. I agree to provide plot maintenance. "PLOT MAINTENANCE" is defined as planted, mulched or cover-cropped and includes weeding, watering and harvesting.
  - B. I agree to harvest produce promptly upon ripening.
  - C. I agree to provide pathway maintenance. "PATHWAY MAINTENANCE" is defined as weeding and wood chipping the pathways that border the assigned plot. For plots boarding the fence, I agree to provide pathway maintenance from the edges of my assigned plot up to and including along the fence. This also applies to plots on the corners. Failure to comply with the general plot maintenance or pathway maintenance requirement may result in the loss of your garden plot and/or loss of future gardening privileges.
  - D. I agree not to remove the corner stakes which mark out each plot.
  - E. If the Coordinator or Steering Committee member observes excessive weeds in your garden plot area, or the plot looks neglected, you will be notified that you are not in compliance with the Garden Rules and Regulations. If there is no attempted resolution, a second notification of non-compliance will occur. If after the second notification there remains no resolution a written warning will be sent. If no attempts to resolve the issues are made, it will be determined that the plot is abandoned at which time the Garden Steering Committee reserves the right to manage said plot.
  - F. Failure to comply with the Rules & Regulations may result in the loss and the reassignment of your garden plot and/or loss of future gardening privileges.
3. I agree to use organic gardening practices.
  - A. No synthetic (a compound made artificially by chemical reactions) fertilizers, herbicides, or pesticides should be used due to the garden's location in the conservation area. I agree not to use *Preen*, *Round-Up*, or any herbicides containing glyphosates.
  - B. I agree to conserve the use of water and to use mulch to reduce evaporation. Examples of mulch materials for plots are leaves, untreated grass clippings, straw, or hay. *Bark mulch* is for flower beds only.
  - C. I agree not to plant sprawling or tall crops where they will interfere or shade neighboring plots.
  - D. I agree to keep my plot and pathways weeded and free of diseased or insect-infected plants. If pest infestation is noted, I agree to notify the garden coordinator.
  - E. I agree to put only non-diseased, biodegradable plant materials and weeds into the compost pile. No corn stalks, plant stakes or large sticks should be placed into the barrel composter. Any plant materials suspected of being infected with Late blight must be disposed of properly. For example, put plant materials in dark plastic garbage bags and set out in the sun for a few days to kill the plant tissue. Please take the bag(s) with you when you leave the HBCG area.
  - F. I agree not to leave water in watering cans or pails for extended periods of time in order to protect against mosquito larvae infestations. I agree to change the water in the bird bath next to the well when the water is dirty.
  - G. Poisonous, illegal and invasive plants are prohibited. This includes any seed or plant that is genetically modified or genetically engineered.
  - H. I agree not to use chemically –treated wood as a plot boarder or divider.
  - I. Fall harvest and clean up by October 21<sup>st</sup>. Annual crops should be harvested by October 21<sup>st</sup>. (Exceptions may be granted when weather permits for crops such as kale, swiss chard, etc.) Plots should be cleaned up and vegetation composted. **Reminder:** Please do not put corn stalks, plant stakes or large sticks into the barrel composter unit.
  - J. Before or on October 21<sup>st</sup>, I agree to winterize i.e. mulch or cover-crop the plot I am currently assigned, with the understanding that I may not be assigned this same plot for the next gardening season. Mulch is provided by the Town and is located adjacent to the garden.
4. I agree to clean and return all borrowed HBCG tools back to the garden shed. Tools are not to be taken home overnight. HBCG tools will be stored and unavailable during the off-season.
5. **I acknowledge that the well water is non-potable and is for agricultural purposes only. It is not for drinking.**
6. I agree not to bring pets to the garden.
7. I agree to supervise any children that I may bring to the garden site, for their safety and in consideration of the other gardeners.
8. I agree not to drink alcoholic beverages or snack on the HBCG property.
9. I agree to park only in the designated parking lot.
10. I agree to lock the well pump handle, the well enclosure, the front & back garden gates, and the tool shed before leaving the garden area.
11. I agree not to give the lock combinations to anyone who is not named on the application.
12. I agree to use the trash receptacles only for trash and litter and to keep the common areas neat. Please take recyclables home with you.
13. I agree not to plant or harvest in anyone's plot other than my own, unless I have their permission.