

NAPILI COMMUNITY GARDEN RULES AND BY-LAWS

RULES & REGULATIONS OF THE GARDEN

GENERAL RULES FOR NAPILI COMMUNITY GARDEN MEMBERS (“Gardeners”)

- The Napili Community Garden (“NCG” or “Garden”) will be open only from sunrise to sunset.
- Organic Management only. Gardeners are not to use synthetic chemical fertilizers, pesticides or herbicides. Gardeners should not plant poisonous or invasive plants that spread through underground runners or other such means.
- Pressure treated wood is not allowed in the garden,
- Fences, trellises, supports or cages are not allowed to exceed four [4] feet and are not allowed to shade neighboring plots.
- Gardeners are to clear the plot and begin work within three weeks of the date they are assigned a plot.
- Harvesting or removing anything from another garden plot without permission is stealing and will result in the permanent loss of membership.
- Illegal drugs or illegal plants are not allowed in the Garden.
- Fires are not allowed in the Garden.
- Every Gardener is responsible for signing and obtaining signatures from all adult household members and guests who will be present at the garden. All members and guests must have a signed liability waiver on file. Gardeners can contact the Garden Council for additional waivers if needed.
- All Gardeners are to observe good conduct and civil behavior at all times. Gardeners are responsible for their guests following the rules and regulations of the Garden and for their actions. This includes no disruptive behavior that will affect other members or residents in the neighborhood; no vulgar language; no fighting or raised voices; no defacing or destruction of property, buildings, fences or signs in the garden; and no threatening or harassment of Gardeners, guests or Council Members. Such behavior will result in membership termination.
- No discrimination will be allowed based on race, religion, ethnic or national origin, gender, disability, or economic status. Such practices will result in membership termination.
- Fruit trees can only be planted on 20 x 20 plots, not 10 x 20 plots. Banana trees must be at least five feet from any water line.
- Gardeners are to arrange for someone to take care of their plot if they fall ill or are on vacation. If your absence will be extended, please notify the Garden Council in writing or by email.
- If for some reason you are no longer able to care for your plot, and need to discontinue your membership, please notify the Garden Council as soon as possible. It is your responsibility to remove your personal belongings within 10 days. Items left behind will be disposed of at the Garden Council’s discretion.
- Parking only in designated areas.
- Smoking only in designated areas.
- Animals are not allowed in the garden, except service animals.
- There is no trash service to the Garden, so trash must be taken out with each Gardener.
- Gardeners are to notify the Garden Council of any changes in their address, telephone number or email. Any correspondence mailed to the current address or email address on file is considered delivered.

NAPILI COMMUNITY GARDEN BY-LAWS

ARTICLE I. NAME

This name of the organization shall be the Napili Community Garden, hereinafter referred to as NCG.

ARTICLE II. PURPOSE

Our mission is to cultivate a community rooted in sustainability by providing a place for cooperative organic membership.

ARTICLE III. MEMBERSHIP

Section I – Definition of Members

- A. A membership/member (“Member”) is one person, family, or group who is assigned a plot and actively gardens within the Rules & Regulations of the Garden
- B. Anyone 18 years of age or older may register for one plot.
- C. A Member must be current in NCG fees and work hours.
- D. Membership shall be available to anyone that agrees to subscribe to the By-Laws of NCG, provided there are open plots.
- E. Membership shall run from January 1st through December 31st of each year, but members may join at any time during the year when orientation is offered. Annual plot fees will be determined on a yearly basis by the Garden Council, and are to be paid by January 1st for continuing members. A thirty day grace period is granted for membership renewal; however, if fees and completed membership forms are not received by January 31st, the member shall lose their membership and NCG privileges. Members joining later in the year will pay a prorated plot fee.

Section II – Selection of Members

- A. Plots will be assigned by the Garden Council. Plot assignments can be changed upon request provided the desired plot is not occupied. Should a change in plots be requested, the Gardener must clear his/her present plot of all vegetation and debris before the change can take place.
- B. Members cannot transfer, sublet or exchange plots with another person, including relatives.
- C. Plots can be shared between two residences if desired by the “head of the plot” member. This head-of-the-plot member is responsible for coordinating payment of annual fees and community work hours for the entire plot.

Section III – Terms of Office

- A. The Garden Council may serve for an unlimited number of one-year terms.

Section IV – Voting Rights

- A. Each plot shall be entitled to one vote in matters concerning revisions to the By-Laws, Rules & Regulations and other issues before the general membership of NCG for approval.
- B. Voting by proxy is allowed as long as the Garden Council has been notified in advance.

Section V – Termination of Membership

- A. When a Member is not in compliance with any of NCG’s Rules & Regulations, he/she will receive a Letter of Non-Compliance as a warning and the Member will be given three weeks to correct the situation. If the problem has not been corrected by the end of three weeks, a Notice

of Non-Compliance and Eviction will be sent and the Member will have one week to relinquish the plot back to NCG. Anything in the garden plot that has not been removed by that time will be subject to disposition by the Garden Council.

- B. Issuance of three letters of Non-Compliance to any one Member in a 12 month period will result in termination of membership. Correction of the problem identified in a notice will not cancel the notice, and the notice will be counted.
- C. Garden members who do not complete their required community hours or pay community hour fees by the end of each quarter will be issued a non-compliance letter and will be subject to losing their garden membership.
- D. Membership in NCG may be terminated if false information is given.
- E. Membership in NCG may be terminated if harvest from the garden is sold at an open market or through mass distribution. If a Member is or becomes employed in this industry, they are to notify the Garden Council as soon as possible to ensure that there are no misunderstandings between the Member, the Garden Council and ML&P.
- F. Membership in NCG may be terminated due to discrimination of another Member based on race, religion, ethnic or national origin, gender, disability, or economic status.
- G. Members may appeal the loss of membership to the Garden Council within 30 days of the date of termination. The appeal can be either in person or in writing. The Garden Council will discuss the issue at the next Board Meeting or at a Special Meeting called by the Chairperson. The terminated Member will be invited to attend the meeting. The decision of the Garden Council is final.

Section VI – Fees

- A. Annual plot fees will be determined on a yearly basis by the Garden Council. Members will be notified by November 1st of the renewal rate for the following year.
- B. Plot fees are due and payable by January 1st of each year. There is a grace period of 30 days. Fees not paid by January 31st will result in termination of garden membership.
- C. Payments by personal check should be made payable to Tri-Isle RC&D Inc. To insure the money is properly credited to NCG, “Napili Community Garden” must be written on the memo line.
- D. Any return check fees imposed by the bank will be the responsibility of the Member, plus a charge of \$10.00 for handling.

Section VII – Community Service

- A. Being part of this garden means you are part of our community. As such, you have an obligation of two (2) hours of work on a community project per month. Community projects may be chosen from a “project list”.
- B. All hours must be recorded by the member. The work log book will remain in the shed.
- C. Alternatively, members may pay a fee in lieu of work hours in an amount determined by the Garden Council each year. Members will be notified of the amount with their renewal notice by November 1st of each year.
- D. Members will be billed for unworked hours on a monthly basis. A Member who has accumulated more than six [6] unworked or unpaid community hours will lose their garden membership and will be notified in writing. Any Member who is not current in their community hours or fees will not be able to renew their membership.
- E. It is the responsibility of the head-of-the-plot gardener to make sure that the required community service is completed for a shared plot.
- F. The Garden Council will be credited two [2] service hours for the volunteer work they provide to NCG.

ARTICLE IV. OFFICERS

Section I – Definition of Officers

- A. Officers perform the duties usually connected with such offices, as well as other duties as needed.
- B. All Officers are elected to positions.
- C. The time commitment of an Officer is approximately one Council Meeting per month and/or two hours of community service per month which can be utilized sending emails, making phone calls and conducting other NCG business.

Section II – Election and Term of Office

- A. The Garden Council shall consist of a minimum of five [5] and a maximum of eight [8] positions. These positions include Chairperson, Vice-Chairperson, Treasurer, Secretary, and up to four [4] additional positions as deemed necessary the Garden Council.
- B. The Garden Council shall perform the duties outlined in Section V and other duties as the Garden Council may specify.
- C. Elections of the Garden Council shall be held annually at February's General Meeting, with each plot having one vote for each elected office.
- D. A member who wishes to hold a Garden Council position or would like to nominate another member may submit a nomination to the Garden Council. The deadline for submitting nominations is two weeks prior to the February General Meeting.
- E. All nominations must be a member of the garden for a least three [3] months, starting at the orientation date, have their plot worked and weeded, and be current on community hour obligations.
- F. It is the duty of the Garden Council to ensure that the exercise of these rights is protected and that the election takes place in a fair and open manner.
- G. When only one qualified candidate is nominated, said individual shall be declared the winner and an election need not be held.
- H. Notice of new or re-elected Garden Council Members shall be made to members of NCG.
- I. All Officers must win by a majority of 51% of the ballots cast by the membership present and/or by proxy. A runoff election will be held if needed.
- J. The new Garden Council will conduct their first meeting in March with the old Garden Council members present as advisors. New and old Garden Council members will meet to exchange the appropriate paperwork, checkbooks, and other necessary information. In April, the new Garden Council members take full responsibility.
- K. The Garden Council may serve for an unlimited number of one-year terms.
- L. The Garden Council may establish and abolish standing Board positions and special committees.

Section III – Removal from Office

- A. Any elected member holding office may be removed from office by a formal two-thirds vote of the total Garden Council.
- B. Any Garden Council member who is absent without notification to the Garden Council for three [3] consecutive meetings may be replaced by the Garden Council.

Section IV – Officer Vacancy

- A. Vacancies in any seat shall be filled for the unexpired term by appointment of the Garden Council within thirty [30] days.

Section V – Duties of the Garden Council Board Members

A. Chairperson

- a. Chair meetings and create an agenda.
- b. Represent NCG in dealings with other organizations.
- c. Coordinate activities of other Officers and committees.

A. Vice-Chairperson

- a. Act in the absence of the Chairperson.
- b. Assist the Chairperson with projects.

B. Treasurer

- a. Gather funds received from various activities and deposit to Tri-Isle RC&D, Inc.
- b. Manage budget, reimbursements and submit bills to Tri-Isle RC&D, Inc.
- c. Maintain financial records for NCG.
- d. Prepare financial report for the Garden Council.

C. Secretary

- a. Take minutes at all meetings, forward to Chairperson for review and public posting
- b. Coordinate with Chairperson and prepare correspondence or other documents as needed.

D. Plot Manager

- a. Monitor adherence to the Rules & Regulations of NCG and work with gardeners to maintain compliance.
- b. Track Garden Members' community work hours.
- c. Obtain approval from the Garden Council for the purchase of NCG tools and/or parts and make replacements and/or repairs.

E. Project Manager

- a. Oversee and coordinate community work hour projects for NCG members.
- b. Oversee fundraising projects.
- c. Oversee NCG Members' activities such as pot lucks.
- d. Obtain approval from the Garden Council for the purchase of NCG tools and/or parts and make replacements and/or repairs.

F. Education Coordinator

- a. Coordinate educational events.
- b. Coordinate classes for NCG members.

G. Membership Coordinator

- a. Manage NCG orientation for new members
- b. Assign plots.

ARTICLE V. MEETINGS

Section I – Regular Meetings

- A. General meetings shall be held monthly at a place and time determined by the Garden Council.
- B. Board Members are expected to attend.

Section II – Special Meetings

- A. Special meetings to accommodate guest speakers or otherwise benefit the organization may be called at any other time with at least three weeks prior notification to the membership.

Section III – Garden Council Meeting

- A. Garden Council Board members will meet as needed to complete projects, or if an emergency arises concerning the Garden.
- B. NCG members may bring concerns or questions before the Board in person, or contact the Chairperson via email to be added to an agenda.
- C. Members are invited to email the website to express concerns or if they have comments.

Section IV – Appeals

- A. The Garden Council is the final arbiter of any disputes or violation of Garden rules and regulations.
- B. Complaints or questions about NCG should be brought to the Garden Council either in person or in writing.

Section V – Quorum

- A. Official decisions shall require only a simple majority of the Garden Council present at any Council meeting, as long as a quorum of a majority of the Garden Council is present.
- B. At a general meeting, decisions shall be made by a simple majority of the members present. When the place and time of a general meeting is announced to the members with at least three weeks prior notice, no fixed quorum is required. When less than three weeks notice is given, a quorum shall consist of at least one-third of the eligible voting membership.

ARTICLE VI. AMENDMENTS

- A. These By-Laws and the Rules & Regulations of the Napili Community Garden may be amended at any general meeting as long as the changes do not conflict with the rules provided by Maui Land & Pineapple and Tri-Isle RC&D, Inc.
- B. Amendments must be approved by two-thirds of the members present. Prior to the vote, notice of the changes, along with a written copy of the changes, shall be posted in a public place and online for review preceding the meeting at which the vote will be taken.

ARTICLE VII. STANDING RULES

- A. All expenses shall be pre-approved by the Garden Council. Receipts shall be submitted for any reimbursement.
- B. An auditor appointed by the Chairperson shall audit the accounts of the NCG annually or whenever directed by a majority vote of the Garden Council.