



## **BOROUGH OF MT. OLIVER**

*(INCORPORATED NOVEMBER 9, 1892)*

150 Brownsville Road Pittsburgh, PA 15210

Ph: 412-431-8107 Fax: 412-431-0184

[www.MtOliver.com](http://www.MtOliver.com)

### **APPLICATION FOR COMMUNITY GARDEN**

#### **General Information**

You are applying to use a designated garden plot located in the Mt. Oliver Borough Community Garden at Transverse Park. In exchange for being granted permission (a permit to use an assigned plot, hereinafter the "Plot"), you agree to the following Usage Policy. Plots will be made available for use by permit only, in accordance with the following fee schedule:

- Full Plot (10' x 20') - \$15.00
- Double Plot (10' x 40') - \$25.00
- Raised Bed (10' x 20') - \$25.00

Permits are issued on a first-come, first-serve basis, with priority given to Mt. Oliver Borough residents. Due to the volume of interest, permits will only be issued to those who reside within the 15210 zipcode. You may request a particular plot number with your application. While we will do our best to honor your request, please be advised that ultimately, the Borough must assign plots in order to accommodate the maximum number of users.

Plots are rented "as is" (current condition). The Borough does not perform annual tilling. Plots are non-transferable. Plots that are given up or are revoked for cause will be designated for re-assignment and any fees will neither be refunded nor will they be pro-rated.

Permit holders may begin to work on their Plots as soon as soil is ready to be worked. However, permit holders must have planted seeds, seedlings, or transplants in their Plots by June 1. By November 15, permit holders must have removed dead plants, weeds, and debris from Plots. Please be advised that water will be turned on in the spring and shut off in the fall as weather permits.

Garden hours are consistent with the Park hours. The Park closes at 9:00 PM. Children are welcome in the garden, but must be supervised by a responsible adult at all times.

#### **Rules and Regulations**

Each permit holder is responsible for the maintenance and upkeep of his or her Plot including watering, weeding, harvesting, and all other garden-related maintenance. If a Plot is not in compliance, a notification letter will be sent by the Borough. A follow-up inspection will be performed one week after the notice. If the Plot is still not in compliance, it will be revoked and re-assigned. All fees and produce will be forfeited.

The Plot and immediately surrounding park grounds must be kept in clean and sanitary conditions at all times. Tools, bags of dirt, empty pots, etc., shall not be left on any Plot for an extended period of time. All plants must be kept out of any other Plots or pathways. Tall plants such as corn and sunflowers should only be planted in areas of your Plot that will not shade neighboring Plots. Plants that do not meet this standard will be removed. The application of chemical herbicides or pesticides to garden Plots, pathways, or any part of the garden is prohibited.

At the end of the growing season, all permit holders are responsible for clearing their Plot of all plant material and leaving the Plot as they found it in the spring.

A limited number of tools and equipment will be made available in the garden Tool Shed for use during the growing season. Each permit holder will receive the code to the garden Tool Shed for access to tools and equipment. The shed must be kept locked at all times and tools returned after use clean and ready for the next use. Each permit holder shall alert the Garden Committee of broken or missing tools immediately upon notice.

Water conservation must be practiced at all times. Turn off the spigot as soon as you are done using it. Concentrate on watering roots rather than other parts of the plants. Watering by the use of drip irrigation and hoses connected to the water tanks is prohibited. Open containers of water are not allowed because they are breeding grounds for mosquitoes.

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If you understand and agree to the terms and conditions set forth in the Usage Policy, please sign this application and return with the attached Release and Indemnification form, along with payment. Checks should be made payable to "Mt. Oliver Borough" and must be received prior to the issuance of any permit.

Name (Print) \_\_\_\_\_

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

Address \_\_\_\_\_

Plot Requested # \_\_\_\_\_  Single (10' x 20')  Double (10' x 40')  Raised (10' x 20')

Balance Due: \_\_\_\_\_

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**For Official Use Only**

Paid: \_\_\_\_\_ Cash / Check

Application Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Plot Assigned # \_\_\_\_\_  Single (10' x 20')  Double (10' x 40')  Raised (10' x 20')

## **RELEASE & INDEMNIFICATION**

In exchange of the Borough granting me a permit to use an assigned plot (the "Plot") in Transverse Park for gardening purposes, I agree to release the Borough of Mt. Oliver and its officers, servants, agents, and employees (collectively the "Borough") and agree to indemnify and hold the Borough harmless of and from any and all claims, demands, damages, or actions of any kind that may result from my activities on the Plot.

By signing this form, I further agree to release the Borough of Mt. Oliver and agree to indemnify and hold the Borough harmless of and from any and all claims, demands, damages, or actions of any kind that may result from injury to any equipment that I own individually during by permitted gardening activities.

I further acknowledge:

1. To the extent that I intend to grow vegetables or other edible items on the Plot, any harvested items may be kept by me for my use but may not be sold to third parties for profit. By permitting this use, the Borough is providing the Site "as is" and is not providing any warranty as to the safety or fitness of the soil or vegetables grown thereon for consumption. I will be responsible for ensuring the safety of the food for myself and those whom I serve it to.
2. I hereby agree to use my own medical and/or dental coverage in the event of any injury to myself.

I have read and fully understand this Release and Indemnification.

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

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