Garden Bylaws

Of

East Side Outside Community Garden

415 E 11th St, New York, NY 10009

April 2024

Established, April 2017 Revised, April 2019, September 2019, February 2020. Approved unanimously by proxy vote, 7 February 2020. Amended and adopted Article VII, March 20, 2021. Revised, March 2022: Unanimously approved by vote of members at monthly meeting 10 April 2022. Amended 21 April 2024 by unanimous vote of members.

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Article I: Name, Location, and Oversight

The name of the association is East Side Outside Community Garden and will be referred to as the Garden. The Garden is formed as a GreenThumb community garden, a program under NYC Parks (New York City Dept of Parks and Recreation). The address of the Garden is 415 East 11th Street, New York, NY 10009.

Article II: Purpose and Mission

The purpose of the Garden shall be to promote a garden community through group action. We aim to improve and beautify our garden.

Article III: Boundaries

The Garden shall serve any residents in NYC.

Article IV: Membership

Section 4.1. Joining: Membership is open to any and all persons residing in NYC.

Section 4.1.1. **Minors** (under the age of 18) need parental or guardian approval to volunteer in the Garden and can become members at the age of 18.

Section 4.2. **Prospective member**: Prospective members can join the Garden by contacting the garden board in person or through the Garden's online contact form

<u>eastsideoutsidegarden.org/contact</u>, attending a garden meeting, and completing an orientation as outlined in the Garden's <u>Procedures Guide</u>. Prospective members are expected to complete a work requirement of twenty (20) volunteer hours in addition to the annual membership requirements (see Section 4.4.1.), that is, sixty (60) volunteer hours (20 hours + 40 hours). If the prospective member completes these requirements with the first 20 hours within the first year, they will be eligible to join as a member in good standing, i.e., become a new member.

20 hours-prospective members become new members within the first year.

40 hours—members and new members, annual membership requirements (Section 4.4.1.).

Total 60 hours for first year for prospective/new members.

Section 4.2.1. In case of hardship (see Sections 5.3.1. and 5.4.1.).

20 hours—prospective members become new members within the first year. 40 hours—members and new members, annual membership requirements (Section 4.4.1.).

15 hours—in lieu of annual dues (any member in this case).

Total 75 hours for first year for prospective/new members in lieu of annual dues.

Section 4.3. **Members in Good Standing** (Rights of Members): All persons who have met the following requirements are considered members in good standing:

Section 4.3-a. **Adheres to these Bylaws**, particularly the Membership Guidelines (Section 4.4.).

Section 4.3-b. Adheres to procedures specified in the Procedures Guide, which is based on these bylaws, the GreenThumb Community Garden License Agreement with NYC Parks (Section 4.3-d.), and the <u>GreenThumb Gardeners'</u> Handbook.

Section 4.3-c. Adheres to the Garden's Community Guidelines.

Section 4.3-d. Adheres to any applicable guidelines of the <u>Community Garden</u> <u>License Agreement with GreenThumb/NYC Parks</u>, NYC Parks regulations, as well as City, State, and Federal laws.

Section 4.3.1. Only garden members in good standing:

4.3.1-a. Can vote (Section 8.5. Voting).

4.3.1-b. Can have access to the Garden via key or lock access code.

Section 4.3.2. **Plots** are allotted to members in good standing on a first come, first served basis; if there are insufficient plots, a wait list will be created.

Section 4.4. **Membership Guidelines** (Responsibilities and Rules for Members) Section 4.4.1. **Annual requirements** for all garden members:

Section 4.4.1.a. **Service hours**: Members in good standing and prospective members must commit to a minimum of 40 hours of volunteer time over the open hours season. Prospective members can participate in the following activities under the supervision of members in good standing.

- Section 4.4.1.a-1. **Volunteer time** is defined as hosting or co-hosting open hours. To be considered "open hours," the garden gate must be open and the signboard must be put at the gate stating that the Garden is open. For volunteer time to count, members should carry out daily maintenance tasks during open hours (consult the daily maintenance checklist in the <u>Procedures Guide</u>).
- Section 4.4.1.a-2. **Open Hours Season** is from April 1 through October 31.
- Section 4.4.1.a-3. **Members are to track their volunteer hours** using the open hours signup form within 36 hours of volunteer time (see <u>Procedures Guide</u>).

Section 4.4.1.a-4. **For non-dues-paying members** (see Section 5.3.1.), 55 hours (40 hours + 15 hours) is the minimum volunteer time.

Section 4.4.1.b. Other Ways to Satisfy the Minimum Volunteer Time.

Section 4.4.1.b-1. **Garden Workdays** may be announced in advance to work on garden projects (e.g, construction of raised beds), on large tasks (e.g., dealing with a delivery of several cubic yards of mulch), or on one or more maintenance tasks done as a group (such as a cleanup day or greenhouse reorganizing day).

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- Section 4.4.1.b-2. **Other Labor Projects** may involve doing a garden project, large task, or maintenance task by one or more members/prospective members over one or more days.
- Section 4.4.1.b-3. **Service on Garden Committees** also count towards satisfying the required minimum hours.

Section 4.4.1.c. **Dues**: To remain in good standing, an annual dues payment is required (Article V. Dues).

Section 4.4.1.d. **Meeting attendance**: Members must attend at least 3 meetings during the active season (April 1 -October 31) and 1 meeting during the inactive season (November 1 -March 31) to maintain good standing.

Section 4.4.2. **Members must follow the guidelines** outlined in Section 4.3. Members in Good Standing. Failure to follow any of these will be considered an infraction subject to a penalty (see Section 4.6.4. Penalties).

Section 4.4.3. Members agree not to do any of the following:

- Section 4.4.3-a. Copy or share any garden keys or lock codes with anyone who is not a member in good standing, including family members and friends, without permission of the garden board.
- Section 4.4.3-b. Grow food in non-raised garden beds (see <u>license agreement</u> <u>with NYC Parks 5.C.vi</u>), with the exception of fruit trees in the communally managed landscape areas.
- Section 4.4.3-c. Consume alcohol in the Garden (see <u>license agreement with</u> <u>NYC Parks 6.E</u>).

Section 4.4.4. **Expected and Unacceptable Behavior**. When in the Garden (or communicating over email or any electronic medium, including text and social media), all members, volunteers and visitors must behave respectfully toward adults and children. Disrespectful or abusive behaviors will not be tolerated including but not limited to spitting, yelling, pushing and hitting people, and throwing things. Other disrespectful or abusive behaviors whether verbal, written or physical will also not be tolerated. Follow and use as a guideline the Rules of Conduct (Section 4.4.5.).

Any member whether in person, via email or any other means engaged in disrespectful or abusive behavior as defined above, will be asked to leave the Garden and stop communicating with members immediately. Unsolicited continued communications via email may result in being unsubscribed from the garden email list. A member accused of disrespectful or abusive behavior is subject to Violation Procedures (Section 4.6.).

Section 4.4.4-a. **Immediate actions**: In circumstances when violations are occuring, as may be determined by garden members present at the time, the garden shall have the right to ask the violator to leave the garden premises immediately.

Section 4.4.5. **Rules of Conduct**. Details of the rules of conduct, which is a combination of a general rules of conduct with guidance regarding empathy and relations to the community garden, are listed in the East Side Outside Community Garden's <u>Community</u> <u>Guidelines</u>.

Section 4.5. **Conflicts and Disputes**. If there are any conflicts and disputes among garden members, the following procedures (Sections 4.5.1–4.5.6.) are suggested as possible options and as guides towards a resolution.

Section 4.5.1. **Consult the garden rules and guidelines** as may be found in these bylaws, the Procedures Guides, the Community Guidelines, and in the GreenThumb Gardeners' Handbook.

Section 4.5.2. Internal Resolution. Figure it out together.

- Speak with one another after walking away and cooling down.
- Conflicting parties are encouraged to resolve conflicts among themselves in good faith.

Section 4.5.3. **Consult the garden board only as a last measure** in trying to resolve the matter internally. See <u>Procedures Guidelines</u>, <u>Garden Board</u>.

Section 4.5.4. **Mediation Measures**. In the case where conflicts and disputes cannot be resolved as suggested above, refer to the <u>Outside Mediation Resources for Community</u> <u>Gardens</u>.

Section 4.5.5. **Disagreements On Decisions**. If conflicts arise regarding matters not in the rules or guidelines, then the matter could be brought to the garden board for resolution by the board or at a garden meeting for a possible vote.

• Keep to the issues and solutions and not about the people involved (i.e., do not name names).

Section 4.5.6. **Revocation/Loss of Membership or Loss of Privileges**. In the case where conflicts and disputes cannot be resolved, persist, and clearly become serious, and poses a threat to the safety and security of the Garden or those in it, or is disruptive or abusive to the wellbeing of the Garden, members, or the public, then the garden board may revoke membership of the individual(s) involved—see Section 4.6. Violation Procedures.

Section 4.6. Violation Procedures.

Section 4.6.1. **Determination of Violation**. Violations may be categorized as major or minor.

Section 4.6.1-a. **In any kind of violation**, the garden board shall first find out what happened directly from those involved, and may do as follows:

- Speak by phone, video conference, or in-person.
- Or, ask another garden member(s) to speak with the person(s).
- Or, ask an outside person who is able to speak with the person(s).
- Or, request of the person(s) to make a written statement.

Section 4.6.1-b. **General Reminders of Guidelines**. If one or more garden members have not kept up with the guidelines, then the garden board shall only bring up the issue as a general reminder (without naming names) to the entire garden membership (either by email and/or at the next garden meeting).

Section 4.6.1.c. **Repeated Incidences**. The garden board, either directly or through another garden member, may address the individual member privately who has repeatedly violated guidelines.

Section 4.6.1-d. **Minor Violations**. The garden board is given leeway to determine what constitutes a minor violation and to issue any warnings and penalties.

Section 4.6.1-e. **Major Violations**. For most, if not all, major violations, with the exception of Section 4.6.4-b. (Revocation by the Garden Board), the garden membership as a whole shall vote on the Degree of Violation (Section 4.6.2.), and the Consequences and Options (Section 4.6.3.), including giving the garden board the ability to make the final decision. The garden board may proceed with getting a vote at a regular garden meeting, a special garden meeting, or by electronic means (email, online poll, etc.) depending on the urgency of the situation.

Section 4.6.2. **Degree of Violation**. Major violations may be determined to fall into one of two degrees of violations (censure/probationary level, penalty level) which would help to determine the consequences and the length/duration of the consequences (Section 4.6.3. Consequences and Options).

Section 4.6.2-a. **Censure/Probationary Level**. This middle degree of violation (where they are given a chance after being placed in Probation [Section 4.6.3-b]), may include defiance of warnings, inability to let go of and to de-escalate issues. Section 4.6.2-b. **Penalty Level**. This highest degree of violation (Suspension, Expulsion, and Loss of Membership), may include excessive amounts of unacceptable behaviors, unlawful activities, abuse of the Garden, or violates probationary terms.

Section 4.6.3. **Consequences and Options**. The consequences may involve one or a combination of the different levels of violations (censure/probationary, and/or penalty); and within each level, there may be one or more stipulations (options). The options would include conditions, remedial efforts, and/or possibility of review at a future date for revisiting the consequences and/or cutting, adjusting, or prolonging the length of time involved (duration of the consequences).

Section 4.6.3-a. **Determination of the Consequences** may include one or a combination of the following, and may include other possible consequence(s) not shown here: a mutual and amicable resolution; some way(s) for restoring trust; loss of access to the garden's email group; probation; suspension; loss of access to the garden; or expulsion.

Section 4.6.3-b. **Probation or Penalty Period**. Any resulting consequences against a garden member that includes a timeframe penalty, that timeframe must occur during the Open Hours Season, between April 1 and October 31, and may span over two or more seasons. For example, a 6-month penalty that starts in June will run until May the following year.

Section 4.6.3-c. **When Voting is to Occur on the Consequences**. For major violations not determined by the garden board, a vote on the Consequences would take place at the next general garden meeting, or at a special garden meeting.

Section 4.6.4. Penalties.

Section 4.6.4-a. **Loss of membership**: For major or repeated infractions against garden guidelines outlined above in Sections 4.3. and 4.4., against the procedures specified in the <u>Procedures Guide</u>, against the <u>Community</u> <u>Guidelines</u>, and against any guidelines of the <u>license agreement with NYC Parks</u>, NYC Parks regulations, as well as City, State, and Federal laws, or for failure to get back into good standing following a probationary period outlined above, the garden members may determine penalties up to and including expulsion of said members committing major infractions or failing to get into good standing. Loss of membership will include a loss of all keys and access codes to garden spaces and tools.

Section 4.6.4-b. Revocation by the Garden Board.

Revoking membership may be the sole determination and responsibility of the garden board and does not require a vote by the membership (as stipulated under Section 4.6.1-e. Major Violations), and the garden board may revoke membership immediately if the member does any of the following:

A. Violates the terms of their probation.

- B. Participates in unlawful activity in the Garden.
- C. Poses a threat to the safety and security of the Garden or those in it.
- D. Is disruptive or abusive to the wellbeing of the Garden, members, or the public.

Section 4.6.5. Variances and Remediation.

Section 4.6.5-a. **Garden members unable to meet all terms** outlined in Section 4.4. Membership Guidelines because of a life event or other reasonable cause may ask the garden board for a variance, preferably in advance, to be approved by majority vote of the membership at a monthly garden meeting in order to maintain their membership in good standing.

Section 4.6.5-b. **Garden members falling out of good standing** will be given reasonable chances to get back into good standing; if necessary, terms of remediation for good standing will be determined by majority vote at a membership meeting.

Section 4.6.6. Appeals and Reinstatements.

Section 4.6.7-a. **Appeals**. Anyone whose membership is revoked may request an appeal hearing from the garden board no less than three (3) years after their revocation. The garden board may then bring up the request at a garden meeting for a vote to determine whether to allow the person to present their case. Voting may be done by proxy. If the membership votes against an appeal hearing, the next time another request for an appeal hearing shall not be less than five (5) years from the first appeal hearing request. If the membership votes in favor, they may present their case for reinstatement at the following monthly garden meeting.

Section 4.6.7-b. **Reinstatements**. If 50%+one or more of the members present vote affirmatively, they will be reinstated with a probation period of two (2) years. Votes for appeals may not be made by proxy.

Section 4.6.7-c. **No appeal** is possible if a membership has been revoked due to vandalism/damaging garden property or causing physical harm to someone in the Garden.

Article V: Dues

Section 5.1. **Why Collect Dues**: Annual dues are collected for the sole purpose of carrying out the mission of the Garden.

Section 5.2. **Amount of Dues**: Dues will be kept low so as to encourage as many members as possible. The amount of the dues will be determined annually and announced at the 1st annual meeting to be held in April every year.

Section 5.2.1. **Per Individual or Per Household**. Each year the garden membership will also determine at the annual meeting whether to continue or change to one of the following:

- A. Dues are paid on an individual basis regardless of whether individuals are from the same household.
 - -or-
- B. Dues are paid on a household basis, that is, one dues amount will cover multiple people in the same household (with the same home and apartment address).
 -or-
- C. Dues for households will be a higher amount than the dues for individuals.

Section 5.3. **Payment of Dues**: Annual dues are to be paid within 60 days of the 1st annual meeting held in April every year. New members will be asked to pay for the full year in which they join.

Section 5.3.1. **Hardship**. If dues cause a financial hardship on the member, an additional 15 hours of volunteer time, including hosting open hours, can substitute dues.

Section 5.3.2. **Prorated Dues**. If new members join mid July or later, dues can be prorated if the total amount causes hardship.

Section 5.4. **Volunteer Hours**: Dues-paying members are expected to volunteer a minimum of 40 hours per season at the Garden and/or if the work is associated with the Garden (e.g., committee work, preparations done outside the Garden for a garden event or project, etc.).

Section 5.4.1. **Volunteer Hours for Hardship Cases**. As outlined above (Section 5.3.1. Hardship), members who cannot pay the dues for any reason will be requested to volunteer an additional 15 hours of their time.

Section 5.5. **Other Donations to the Garden are not considered dues**: Periodically, members may volunteer to donate materials or funds for certain projects proposed and voted on by the Garden Members. These are voluntary donations and are not considered dues or in lieu of dues.

Section 5.6. **Who Pays Dues**: Dues are collected from all members, with the exception of those under financial hardship (Section 5.3.1. Hardship).

Article VI: Meetings

Section 6.1. **Time and Place of Meetings**: The Garden will meet regularly (approximately once a month during the season) at the Garden or a location the garden membership has agreed upon. The time will be determined by what is convenient to the largest number of members. Meeting dates and times should be consistent and moved or rescheduled only as a last resort. When circumstances allow, members shall be notified at least seven (7) days in advance of any change or cancelation of meetings.

Section 6.2. **Annual Meeting**: The Garden will hold an annual meeting in April of each year. Responsibilities not mentioned under Article VII: Garden Board, may be assigned to the volunteer committee officers, the garden board as a whole, at that meeting. The amount of annual dues and/or monthly meeting times may be voted on at that meeting. Anyone is allowed to attend this meeting and are allowed to contribute opinions, but only members in good standing can be considered for assignment to the garden board (see Article VII).

Article VII: Garden Board

Section 7.1. **Garden Board**. The Garden shall be managed by a volunteer board of between four (4) and six (6) garden members in good standing (see Section 4.3. Members in Good Standing). The garden board shall divide up administrative responsibilities equitably amongst its members and delegate administrative responsibilities as appropriate among the rest of the garden membership.

Section 7.2. **Elections**: Four (4) to six (6) members in good standing shall be elected to the garden board in April of every year by a vote of garden membership. Members can be nominated to run for the board or can self-nominate for board service.

Section 7.3. **Terms**: The terms for all board members shall be for 1 year, starting at the April meeting or at the end of the meeting when the officer chose to adopt a set of responsibilities, until the next April meeting of the following year.

Section 7.4. Term Limits: Garden board members will not have any term limits.

Section 7.5. **Vacancies**: A vacancy or lack of sufficient participation by any board member or because of death, resignation, or otherwise is to be filled by a person self nominated or nominated by the members and approved by majority vote of the membership.

Section 7.6. **Eligibility**: Any member in good standing is eligible for election to the garden board.

Section 7.7. **Roles**. Two board members shall serve as co-chairs, and the other two to four board members will serve to help take on administrative tasks, and for new board members to serve as apprentice board members—the goal is for these new board members to learn more about the administrative tasks of the Garden. The co-chairs set meeting times and agendas, coordinate among committees, task forces, and other subgroups within the Garden, liaise with GreenThumb, Reclaimed Organics, East Side Community High School (ESCHS), Loisaida United Neighborhood Gardens (LUNGS), Madina Masjid (the mosque next to the Garden), and other relevant community groups. See the *Garden Administrative Guide* for details on the administrative roles and tasks.

Section 7.7.1. **Garden Liaisons to GreenThumb**. Unless determined otherwise in the Annual Meeting, or at any garden meeting, the two co-chairs shall automatically be the Primary Contact Person and Secondary Contact Person to GreenThumb.

- Section 7.7.1.a. In the Case of Electing Other Garden Liaisons. GreenThumb requires each garden to have a Primary and a Secondary contact person, and if this section 7.8.1.a. is selected over section 7.8.1., then each Contact is to be elected democratically by the general garden membership. Contacts can be any garden member and rotate among other members from time to time (how often, according to GreenThumb, is left flexible). Because of this flexibility and because there should always be two Contact Persons, the election of the Garden Liaisons may take place at any general garden meeting at any time during the year. When contacts change, both the previous Contacts and new Contacts need to notify the GreenThumb Community Engagement Coordinator.
- Section 7.7.1.b. **Qualifications to be a Garden Liaison.** GreenThumb requires that both Contact Persons must reside in New York City and at least one Contact Person must reside in the community board where the community garden is located (Manhattan Community Board 3); both Contact Persons must be a garden member in good standing.
- Section 7.7.1.c. **Responsibilities of the Garden Liaisons**. To act as the garden liaison between the garden group (the community garden and its volunteer garden members) and GreenThumb (the Community Engagement Coordinator):
 - 7.7.1.c-1. **Anything that needs to be communicated to GreenThumb** by the garden group, need to go through either the Primary or Secondary Contact Person, including notifying GreenThumb of public garden events in advance (refer to the GreenThumb Gardeners' Handbook, Appendix B: GreenThumb Events FAQ);
 - 7.7.1.c-2. **All communications from GreenThumb** (that are sent [by email or mail or otherwise] to the Primary and Secondary Contacts) should be passed on to the general garden membership by the Primary Contact Person (or the Secondary, when the

Primary notifies the Secondary to temporarily take over this responsibility);

- 7.7.1.c-3. To sign and submit the GreenThumb Garden License and the Registration Packet (garden information, liaisons' information, and list of garden members);
- 7.7.1.c-4. Submit updates to items in the Registration Packet;
- 7.7.1.c-5. **To assist** (along with the efforts of other garden members) in building and maintaining the garden membership; as the Garden Liaisons, they are the contact point that GreenThumb refers to when redirecting people who contact GreenThumb to either volunteer or become a member of a local community garden;
- 7.7.1.c-6. **And any other responsibilities** that may be determined and voted on by the garden membership.

Article VIII: Quorum, Voting, and Decision-making

Section 8.1. **Definition of Quorum**: A quorum is the minimum number of persons required to be present before any garden business can be voted on.

Section 8.2. **Quorum at Membership Meetings**. The Garden requires that at least eight (8) members who are in good standing with the Garden be present at any regularly scheduled meeting in order for votes to take place or business to transact.

Section 8.2.1. **Annual Meeting and Regular Meeting Quorum** shall be either 50% plus one of the total garden membership, or at least eight (8) members, whichever is larger.

Section 8.3. **Quorum for Other Committees**: There is no quorum responsibility for other garden committees.

Section 8.4. **Definition of Majority Vote Rules**: All Garden business is transacted using a voting system called Majority Vote, that is, 50% plus one.

All decisions relating to major uses of garden facilities, equipment, and resources must be approved by a majority vote of a quorum (Section 8.2.) of the membership; minor uses of garden facilities, equipment, and resources may be completed without approval of the officers or garden membership, but are subject to audit by garden members. As "major uses" these bylaws identify any public events (including but not limited to workshops, classes, fundraisers, workdays, and cultural or educational programming), private organized events involving non-members (such as parties), and alterations of the space and landscape. "Minor uses" include tasks not essential to basic garden care and maintenance, such as planting unobtrusive numbers of ephemeral plants in shared beds, keeping potted plants in the greenhouse, or any other usage of communal garden space and resources defined by garden members. Reports on all uses of the Garden will be given at each meeting of the garden members.

Section 8.4.1. **Decisions Not Included Under "Major Uses"** (as well as, "minor uses"), shall be on a case-by-case basis. However, the garden board shall have discretion in regards to Penalties (Section 4.6.4.) and Variances and Remediation (Section 4.6.5.), if the rules stated in these bylaws have been clearly violated.

Section 8.4.2. **Notification of Voted-On Decisions** will be provided to the entire garden membership via email within 10 days after the date of the vote.

Section 8.5. **Voting**. For garden members to be eligible to vote on matters of garden business during garden meetings or by proxy (e.g. online poll or email) and to vote in garden board elections:

Section 8.5.1. **Must be a member in Good Standing** (Section 4.3.). Section 8.5.2. **Must either be** a dues-paying member in good standing or completing the additional hours for a non-dues-paying member in good standing (see section 5.3.1. Hardship).

Section 8.6. **Voting by Proxy**: Voting by proxy, including via email or other electronic means, shall be permitted. Members may send their proxy vote on specific agenda items in advance of a meeting.

Article IX: Bylaw Amendments I Alterations and Rules of Assembly

These bylaws may be altered or amended by an affirmative vote of 75% of the membership present at any regular or special membership meeting, where a quorum (Section 8.2.) is present, provided that notice to amend was given at least ten (10) days prior to the meeting and the intent to vote on bylaws is placed on the notice. The notice will be sent via email and may also be placed on the bulletin board in the Garden.

Section 9.1. **Discussion Meetings**. Amendment proposals may be discussed starting at least two regular garden meetings prior to voting on the proposed amendments, where the subsequent meeting may be for any further discussions. These discussion meetings may not be necessary if any amendments and/or alterations do not require time for consideration.

Section 9.1.1. **Bylaws Committee**. A bylaws committee may be established, open to any garden member, and existing only for the duration to review and gather information (from other garden members and external resources) for possible amendments and

alterations, and shall meet as often as may be necessary to compile a draft bylaws with proposed amendments and/or alterations for the garden membership to review.

Section 9.2. **Notice with Amendment/Alteration Proposals**. When providing the required minimum ten (10) days notice of the meeting and intent to vote on the bylaws, proposed amendments and/or alterations shall be attached (or provide a link) to such notice.

Section 9.3. **Notice of Approved Amendments to the Bylaws**. After the bylaws have been approved by vote of the garden membership, the amended/altered bylaws shall be provided via email notification, no more than ten (10) days after the approval date. The bylaws may be provided as either a PDF file, a link to a shared document (such as, a Google Doc), a link to the webpage on the Garden's website containing the amended/altered garden bylaws, or a combination of the above.

Article X: Finances

Section 10.1. **Garden Bank Account**: The garden's money is stored in an account at the Lower East Side People's Federal Credit Union administered by the Treasurer. The two co-chairs shall act as the Treasurer and President. The Treasurer and President have joint access to the account.

Section 10.2. **Purchasing Decisions**: All decisions relating to major uses of garden funds must be approved by a majority vote of a quorum of the membership; minor purchases for day-to-day expenses (less than \$100) may be completed with approval of the Treasurer and/or President, subject to audit by all members in good standing.

Section 10.3. **Purchasing Protocol**: Purchases can be made directly using garden funds and bank cards by the Treasurer or President. Other members can be reimbursed for approved purchases by providing the Treasurer with a valid itemized receipt. If the purchase is made with a card, the last four digits of the credit card must be visible on the receipt.

Section 10.4. **Fundraising**: Any fundraising initiative (not limited to fundraiser parties, sales, events, or online fundraisers) must be submitted to GreenThumb for review and must be approved by a majority vote of a quorum of the membership.

Section 10.5. **Maintenance and Reporting**. The garden's finances shall be maintained by the garden board. Reports on the Garden's finances shall be presented at each meeting of the garden members. Finances shall be managed using a shareable spreadsheet (i.e., Google Sheet) following standard bookkeeping methods. Reports may be a summary of the finances and provided to the garden members at each garden meeting.