

Murramarang Community Garden Inc
Plan of Management FY11/19
Amended November 2012

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Appendix 1: Agreement with *Australian National University*

1. Purpose of the Garden

1.1. Vision Statement

“Growing Food Together”

1.2. Objectives

The garden will serve as a place where:

- The local community can grow healthy produce, working the soil and harvesting crops together;
- Everyone is welcome and encouraged to participate, facilitating the development of an inclusive, caring and diverse community;
- Social and recreational life is valued, common areas provide opportunities for informal interaction and regular activities to encourage people to relax, chat and make friends;
- Gardeners learn from each other and then share their skills with the local community, providing workshops and activities for local schools, community groups and residents;
- Organisational systems and procedures, including regular meetings, ensure the smooth running of the garden and that clear lines of communication are maintained;
- The garden design is in keeping with the nature of the site and the surrounding natural environment, is accessible to all and incorporates a harmonious blend of shared areas and individual plots supporting native flora, fruit trees, vegetables, herbs and flowers;
- Best practice sustainable gardening methods are to be utilised, particularly those that are organic, low input, highly productive and water-wise. Understanding and awareness of sustainability is to be fostered in the local community; and
- Members of the gardening group make themselves and their activities available for research by students of The ANU.

2. Governance

2.1. Legal Entity

Murramarang Community Garden Inc (MCG) is an Incorporated Association under the NSW Associations Incorporation Act, 2009. MCG’s incorporation number is INC9894499.

MCG’s Australian Business Number (ABN) is 78 483 124 422.

MCG carries Public and Property Liability insurance underwritten by Lloyds of London and established through the Royal Horticultural Society of Victoria.

2.2. Constitution

MCG has adopted, as its Constitution, the Model Constitution developed by NSW Department of Fair Trading.

2.3. Agreement with Australian National University

The Murramarang Community Garden is established on land leased from the Australian National University on their Kioloa Campus.

The terms of this lease are contained in an agreement signed by MCG and attached at Appendix 1.

The Constitution and the Agreement with ANU are the key documents informing the operations and management of MCG.

2.4. Membership

Membership of the Association is open to all residents, ratepayers and leaseholders in the villages of Bawley Point, Kioloa and Termeil and their environs.

Membership of MCG is by application as specified in the Constitution. The membership fee for FY2010-19 is \$5. Members will complete a membership form and provide signed agreement to the conditions of membership, as set out in this Plan of Management.

2.5. Management Structure

2.5.1. Management Committee

The operations and activities of MCG are managed by a Management Committee, elected by the membership, and comprising:

- President;
- Vice President;
- Secretary;
- Treasurer; and
- Up to 5 elected Committee members.

The Management Committee is elected annually in accordance with the Constitution. Other MCG Members may be appointed to assist the Committee as required.

2.5.2. Garden Manager

The Management Committee will elect one (or two, in the case of Co-Garden Managers) of its number as Garden Manager to oversee the day-to-day operation of the Garden. Specifically the Garden Manager will be responsible for:

- Coordinating the design, siting, construction and maintenance of all garden infrastructure;
- Ensuring that the site remains safe and secure in accordance with the Code of Conduct and Clause 5 below; and
- Be the first point of contact and initial mediator for any disputes (see Clause 8 below).

3. Communication/Decision Making

3.1. Correspondence and Communication

All correspondence and other communication with the Association should, in the first instance, be addressed to the Secretary. The Secretary will maintain a record of all inwards and outwards correspondence.

3.2. Management Committee

The Management Committee will meet at least 4 times per year. Any member can have an item placed on the agenda for these meetings by contacting the Secretary. The member should provide a submission in support of the agenda item.

Management Committee decisions and other information will be communicated to the members via the MCG website (<http://murramarangcommunitygarden.weebly.com>).

3.3. Membership

An Annual General Meeting will be held between July and September each year in accordance with the Constitution.

A General Meeting for members will be held between July and September each year to enable the Management Committee to report to members and to seek members' agreement to the Work Plan and Budget for the coming Financial Year (see 7 below) and to any amendments to this Plan of Management.

Under the Constitution other Special General Meetings may be called either by the Management Committee or the Membership.

4. Code of Conduct

The purpose of this Code of Conduct is to foster respect for other gardeners and to ensure the efficient and harmonious operation of the garden. By applying for membership all members agree to abide by this Code of Conduct.

- The garden is a shared community space and members are to respect the rights of all other users of the space;
- All members are to dispose of waste appropriately and to help keep the garden (including shared areas) clean, tidy and weed free;
- Alcohol consumption is not allowed on site unless a specific social occasion has been arranged;
- Smoking is allowed only in designated areas and butts should be disposed off properly;
- The growing or consumption of illicit drugs is not permitted on site;
- Plants, flowers and produce should not be taken from individual plots without permission;
- Dogs must be kept leashed at all times at the garden and whilst on the ANU's Kioloa Campus;
- Noise should be kept to a minimum in respect of other's quiet enjoyment of the garden. Children of members brought to the garden should be supervised by those members at all times;
- Language used should never be abusive, threatening or rude; and
- All members are expected to participate in communal working bees (*at least once per month, where possible*), fund raising events and other activities designed to develop and maintain the garden. The date and time of these activities will be advertised on the association's website.

5. Access and Security

All members are to take responsibility for the security of the site. The last member(s) to leave the site should ensure that all equipment is securely stowed away, that *all* water taps are turned off and that the access gate to the garden is securely closed. The access gate to the site adjacent to the *ANU Conference Centre* must also be securely closed.

6. Plot Allocation and Maintenance

The garden design is based on individual garden beds rented to members for an annual fee. All beds are of a standard size (2.4m X 1.2m x 200mm) and the rental charge for a plot for 2011- 2019 is \$25 per annum (January to December). Beds can be raised to a higher level (400mm/600mm) depending on the physical needs of the individual gardener and at the discretion of the Garden Manager.

Access between beds *must be maintained to allow all gardeners to easily access water and to maintain their beds*. Adjoining beds *may not* be netted together from 27 October 2012. Existing beds that are joined in this way will attract an additional rental charge of \$25 pa, or gardeners can remove netting to their beds, whichever they chose to do.

Beds are allocated on a first come, first served basis. If there is competition for a particular bed it will be resolved by ballot.

All beds must have netting raised at least 200mm above ground level to facilitate maintenance and buckets, bins, etc. are to be contained within the bed.

Only material purchased by MCG is to be used in the construction of plots, including sleepers, screws and soil, and *all* alterations must have the approval of the Management Committee.

Any planting not contained within an individual gardeners bed will be considered to be communal. Plots that are not planted out or maintained will be forfeited (from December, 2012).

One plot per person or a maximum of two plots per household is permissible (from January 2013).

Closed footwear must be worn whilst at the garden.

Gardeners must not use communal equipment such as mower, brush cutter or generator unless they have undertaken appropriate instruction in their use.

7. Funding

MCG is a self-funding incorporated association relying on donations, grants, sponsorships, fund raising activities by members and in-kind contributions to achieve its annual financial objectives. The Management Committee will authorise and co-ordinate all the fundraising activities of the association. No unauthorised fund raising activities will be carried out by members.

Each financial year a budget will be prepared reflecting the activities to be undertaken in the Work Plan for that year.

The Budget and Work Plan for the coming financial year will be presented at the September General Meeting of members (see 3.3 above). The budget will identify both costs and revenue sources. Only fully funded activities will be undertaken in any financial year and all

activities to be undertaken in that year will be authorised by the Management Committee. No unauthorised activities are to be undertaken by members.

8. Dispute Resolution

Disagreements between members should be resolved calmly and amicably. Where there is a conflict or dispute that cannot be resolved by the individuals involved it will be referred, by the Garden Manager or a member, to the Management Committee whose decision on the matter will be final. The Secretary will be responsible for managing the process to resolve these disputes.

9. Implementation of this Plan of Management

Development and implementation of this Plan of Management is the responsibility of the Management Committee, reporting to members as outlined above.

Appendix 1: Murramarang Community Garden Agreement

Agreement between Australian National University and Murramarang Community Garden Inc:

1. That the carrying out of gardening activities by a local community group on land to the north of the development precinct would comply with provisions of the Edith and Joy London Foundation *Deed of Gift*
2. That under the Community Outreach policies of the university, the KAB has the power to authorise the KCC Manager to enter into a permissive occupancy arrangement with such local community group with approval from the delegate.
3. That only an incorporated and insured Community Garden group be granted permissive occupancy or rental at a peppercorn charge.
4. That up to 0.5Ha of land based around where the fishpond and lizard experiments were previously located be the subject of such permissive occupancy.
5. That an agreement consisting of an exchange of letters incorporating these provisions be signed by the Delegate with the KCC Manager as Agent, and the incorporated group to formalise arrangements.
6. That any such incorporated group will demonstrate that at all times it carries current insurance to cover members undertaking gardening activities.
7. That vehicular access to the site by gardeners be permitted subject to them closing the access gate, and in consultation with KCC Manager during periods of extended wet weather.
8. That dogs be permitted to accompany gardeners only if they are restrained on leads. (*If an unrestrained dog chases cattle it may be shot*).
9. That vertical fencing sufficient to exclude cattle and kangaroos and vertical and horizontal fencing to exclude birds may be erected, with such fencing to be approved by the KCC Manager.
10. That screening plants native to the area be planted along the south fence not just to screen wind but also to visually screen the garden and any permitted buildings from the developed campus buildings.
11. That temporary buildings only (e.g. removable container, timber-in-earth posts with shade-cloth and/or corrugated iron roofing), approved by the Campus Manager and not exceeding 100sq m of roof area in total, may be erected or placed for the storage of tools and supplies and propagation of plants, in line with the conditions of the *Deed of Gift* and the KCC Master Plan.
12. That the community garden group will maintain the occupied area in a tidy condition free of rubbish.
13. That all water used from the dam be controlled by timer switches or sprung trigger-nozzles so that there is no possibility of uncontrolled water wastage. Water connection may be disconnected at the discretion of the Campus Manager if water usage is not adequately managed or drought conditions dictate it.
14. That members of the community group conduct or source teaching activities so that those less experienced learn from those more experienced.
15. That all members of the gardening group make themselves and their activities available for research by students of The ANU.
16. That the group be permitted to hold a Saturday or Sunday produce market for up to 3 hours near the main entrance on a vacant car park or grounds approved by the Campus Manager.
17. That permissive occupancy or lease may be terminated immediately by The ANU if any of the above provisions are breached, or by 6 months notice by The ANU for any reason at all.
18. That in the event of cessation of operations of the community garden by the community body, there be no liability for compensation for assets or improvements carried out on the land by the community or any individual or representative thereof.
19. That in the event of cessation of operations, the community garden site be left by the community in a state deemed suitable by KCC Management.