

# City of Palmerston

## Harvest Corner Community Garden Terms of Agreement



### 1. Objective

The objective of this Agreement is to establish and uphold a transparent association between the City of Palmerston (Council) and the community group entrusted with the management of the Harvest Corner Community Garden (community garden) outlining both parties' responsibilities and highlighting areas for collaboration and support.

### 2. Eligibility

- (a) The community garden must be managed by an incorporated, not-for-profit community group prior to taking on management.
- (b) The community group must have sufficient community support to meet the requirements of an incorporated association.

### 3. Vision

The vision for the community garden is to provide a shared gardening space for the Palmerston community that allows members to engage with each other and nature, be active and learn new skills, improving health, wellbeing and community connectedness in an inclusive environment. An inclusive environment supports all groups of people within the community to have a sense of belonging and to be able to participate in community activities.

Measures of success for the garden include:

- a well-maintained community garden space with a variety of plant species
- regular use of the garden by the community group (at least 2 times per week)
- at least 2 community activities or events each year promoted to the whole of community
- maintaining financial viability across the three (3) year term of the agreement
- environmentally sustainable practices in place such as recycling, reusable water sources and composting.

### 4. Site – Harvest Corner Community Garden

Below are several photos that provides potential community groups with an impression of the facilities that are located within Harvest Corner.



Land size approximately 1.300 Sq. Metres





**storage shed**



**wicking bed**



**toilet facilities**



**under cover area**

*Note: more photos are provided at the end of the document.*

- 4.1 The community garden is situated next to Gray Community Hall, on the corner of Essington Avenue and Victoria Drive, Gray.
- 4.2 The community group is not granted exclusive possession of the community garden.
- 4.3 The community group is prohibited from assigning or subletting the community garden without the consent of Council.

### *A Place for People*

#### 5 Responsibilities of the Community Group

##### 5.1 General Upkeep and Maintenance

The community group shall:

- (a) Be responsible for the proper maintenance, cultivation, care and activation of the community garden. This includes but is not limited to planting, weeding, watering, pruning, overall upkeep and maintenance of the community garden.
- (b) Maintain the community garden in an attractive and accessible manner.
- (c) Be responsible for the clean-up of any incidence of vandalism and/or damage to the community garden.

##### 5.2 Community participation

The community group shall:

- (a) Encourage and foster inclusive, healthy, collaborative and supportive relationships with community members and community organisations, by promoting the vision for the community garden.
- (b) Allow general community access and foster participation and collaboration. The community group must ensure they encourage and support participation from local residents.
- (c) Ensure that this project be a long-term community initiative with community participation as a key objective.

##### 5.3 Horticulture Requirements

The community group must ensure that:

- (a) All plants introduced within the community garden must be non-toxic and pose no harm to people or animals. No illegal or prohibited plants must be introduced within the community garden.
- (b) Domesticated and farm animals are strictly prohibited from residing within the community garden.
- (c) Equipment and tools used in the community garden are maintained and replaced, when necessary, by the community group.
- (d) Appropriate pest control system is in place in the community garden.
- (e) A water efficient irrigation system is installed and maintained. There are remnants of an irrigation system in the community garden that can be used. Any additions or repairs will be the responsibility of the community group. Any irrigation equipment replaced or added will be as water efficient as possible.
- (f) Water is responsibly used by adhering to the agreed guidelines below:
  - (i) The irrigation control unit will be in a locked cabinet and each station will be programmed with preset run times to occur early morning or early evening.
  - (ii) During the wet season watering times will be greatly reduced.

### 5.4 Operational Requirements

- (a) The community group must have skills to organise, manage and maintain the community garden or have a mentor from an existing group to assist them.
- (b) The community group may raise funds to support the community garden's operations. This may include but is not limited to memberships, coffee mornings, plant sales and any other fundraising activity provided appropriate governance is applied and Council's rules, regulations, requirements, guidelines and directions are complied with. All funds generated from such fundraising activities must be reinvested into the running, maintenance and upkeep of the community garden and for no other purpose or benefit of the community group as a whole.
- (c) The community garden is only to be accessed between the hours of 6am and 8pm daily - Monday to Sunday (**hours of operation**). The prior written approval from Council is required to access the community garden outside the hours of operation. Council has the absolute discretion to grant or not grant access to the community garden outside of the hours of operation.
- (d) The prior written approval from Council is required for the construction or alteration of any infrastructure, including sheds, green houses, shade structures and storage areas or concreted areas. Any requests for structural alteration or construction (**proposed works**) must be submitted in writing and await approval prior to the commencement of the proposed works. Council has the absolute discretion to grant or not grant approval to the proposed works.
- (e) The community garden activities must not encroach on Gray Community Hall bookings which include community programs, events and ceremonies.
- (f) The community group shall adhere to all local regulations, guidelines, and safety standards governing the use of the community garden.
- (g) Smoking, consumption of alcohol and/or use of illegal drugs is prohibited on the community garden property.
- (h) The community group must have read, understood, and agree to the Terms of Use for the one-off establishment fund of \$20,000 (**establishment fund**).

### 5.5 Insurance

- (a) The community group must maintain public liability insurance with a minimum coverage of \$20 million throughout the term of this Agreement.
- (b) The community group must maintain a Personal Accident, Volunteers Policy to provide protection to the group if an injury or accident were to occur.
- (c) The community group may take out insurance to cover the equipment stored at the community garden or any other form of insurance it deems appropriate. The maintenance and replacement of equipment will be the responsibility of the community group.
- (d) The community group must supply Council with a copy of the certificate of currency of any insurance policy maintained by the community group and provide no later than 4 weeks prior to the expiry of the insurance the new certificate of currency.

### 5.6 Reporting

The community group will provide a report each year to Council on the activities and achievements of the previous 12 months.

### 6 Responsibilities of Council:

#### 6.1 Support

Council shall:

- (a) Provide the community group with guidance and support to apply Council's key frameworks and strategies which include The Community Plan, Inclusive, Diverse and Accessible Policy Framework and Disability, Inclusion and Access Plan.
- (b) Grant approval to the community group to use and access the community garden for the duration of this Agreement.
- (c) Provide the community group with access in the form of a key or access code to the community garden area including the garden shed and toilets.
- (d) Provide the community group a one-off establishment fund of \$20,000 which can be used over the three (3) year term of the agreement.
- (e) Collaborate with the community group to promote garden-related events and activities through Council's communication channels.
- (f) Council will require the use of the community garden for activities and programs throughout the year and will work in collaboration with the community group to arrange mutually agreeable times and dates.
- (g) Council shall offer guidance and support to the community group to ensure compliance with local regulations and requirements.

#### 6.2 Infrastructure

- (a) Key infrastructure including fencing and gates, concrete driveway and pathways, shade structure and shed, will remain an asset of Council and therefore be covered by Council Industrial Special Risk Insurance.
- (b) The provision of water to the community garden to be used for irrigation will be supplied by Council.
- (c) Council will provide twice weekly removal of rubbish via the bins located outside Gray Community Hall. These bins, including standard and recycling, are shared between Gray Community Hall users and the community garden. A garden waste bin will be provided to the community garden and will be collected fortnightly. Any other rubbish or green waste removal is the responsibility of the community group.
- (d) Council allows access to the toilets located at the side of Gray Community Hall via an access code. Council contractors clean the toilets daily.

### 7 Duration

This Agreement shall commence on [Start Date] and shall remain in effect for a period of three (3) years, terminating on [End Date].

### 8 Termination

8.1 Either party may terminate this Agreement without cause at any time by giving the other no less than twelve (12) weeks' notice.

8.2 If the community group breaches this Agreement, Council may terminate this Agreement giving no less than four (4) weeks' notice to the community group.

8.3 Any outstanding monies from the \$20,000 one off establishment fund must be repaid to Council within 30 days from the date of termination regardless of which party has terminated this Agreement.

### 9 Amendments

9.1 Any amendments or modifications to this Agreement must be made in writing and mutually agreed upon by both parties.

I hereby agree to the contents of this Agreement:

Organisation	City of Palmerston
Signature	.....
Print name	.....
Position	.....

Date	.....
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Organisation	.....
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Signature	.....
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Print name	.....
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Position	.....
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Date	.....
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Nominated Contact Person from City of Palmerston

Name	.....
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Email	.....
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Phone	.....
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Additional photos are illustrated below to provide potential community organisations with an impression of the facilities that are located within Harvest Corner.



**Storage shed and garden bed**



**Shaded garden area**



**Shaded area and compost bin**



**Shaded area and tap**





**Undercover area**



**Shaded and lawned area**



**Lawned area**



**Main water supply**





**Entrance gate**



**Garden area**



*A Place for People*

Note: the BBQ is situation outside the community garden area