

Brewer Park Community Garden Constitution

I. NAME AND PURPOSE OF THE ORGANIZATION

1. Name

The organization shall be known as Brewer Park Community Garden.

2. Mission Statement

The Brewer Park Community Garden is a non-profit community-based organization focused on operating a community garden open to all those who live, work or study in Old Ottawa South and neighbouring areas. It is committed to providing a growing space for individuals, families, and the local community. It includes a children's garden, a biodome, projects of an educational nature, and a space to grow food for those in need based on sustainable organic gardening practices.

3. Mandate

Brewer Park Community Garden (hereinafter referred to as the Garden) has been established to pursue the following goals:

- Contribute to food security by transforming a patch of open lawn into a landscape for growing food for the local community;
- Provide the local community with access to garden plots where they can grow healthy, organic produce for a membership fee and seasonal plot fee;
- Grow produce for donation to food banks, meal programs, or other food security programs;
- Provide space for children to participate in gardening activities so that they learn about edible plants, insects, and weeds, how they grow and their nutritional value;
- Teach ecologically responsible gardening practices, such as organic growing methods and water conservation;
- Build community ties by bringing together people of all ages and backgrounds (individuals, families, retired people, students, etc).to volunteer and work together to build and tend the community garden; and
- Support member-driven educational projects that are a benefit to the Garden's members and the local community.

4. Guiding Principles

The Garden will operate consistently with its obligations as detailed in its License of Occupation with the City of Ottawa and its Articles of Incorporation. These obligations are reflected in the Garden's constitution.

Plot members will only use gardening practices that are organic (no chemical pesticides, insecticides or fertilizers), and will endeavour to promote water conservation.

Garden members will make best efforts to not use plastic products in their garden plots.

5. Garden Plots and Sections

The Garden will feature several different types of garden plots, including:

A. Member's Plots

Plots will be assigned to individuals, groups or families who pay membership fee and seasonal plot fee as specified in Annex A. Members are responsible for ensuring that the plots meet the conditions as specified in Annex B.

B. Children's Garden

The children's areas are sections of the Garden that are used to engage children in the community, including local schools and daycares. These sections will be managed by the Children's Garden Coordinator, who is responsible for ensuring that the areas are maintained.

C. Donation Plots

To grow food for donation to social service agencies, meal programs or families in need etc. This section will be managed by the Donation Plot Coordinator, who is responsible for ensuring that the plots are maintained. Host donation recipients will be responsible for their own gardening.

D. Communal Plots

Communal plots are plots available for all the members and volunteers to share in the gardening and harvesting of the produce.

E. Demonstration Plots

The purpose of the demonstration plots is to educate members, volunteers and visitors to the Garden of various gardening techniques.

F. Partnership Plots

Organizations, groups or individuals who retain gardening space for the benefit of the community.

6. Property

All property received, purchased and/or leased to the Garden including the biodome, garden boxes, shed, storage benches, tools, and other items shall be used to promote, carry out, and further the activities and purposes set forth in this document.

Any property remaining on liquidation of the corporation be distributed to a "qualified donee", as defined in the Income Tax Act.

7. Affiliations

The Garden is a member of Ottawa's Community Garden Network.

II. MEMBERSHIP

1. Admission to Membership

Membership shall be comprised of the following:

A. Plot Members

Plot members are persons who are assigned member plots in the Garden, paid their membership fee, sign the annual agreement (Annex B), and pay the seasonal plot fee. Only plot members in good standing can vote on matters discussed at the general assemblies.

B. Volunteers

Volunteers are persons who perform volunteer work in or for the Garden on a regular basis or are involved in the Garden Coordinating Committees and have completed the Volunteer Agreement.

2. Assemblies

Two general assemblies shall be held each year; one in the spring of a general information nature and an Annual General Meeting (AGM) in the fall.

A minimum of 3 weeks' notice will be provided to all members prior to the assemblies.

During the AGM members will elect the executive committee.

Voting will take the form of a show of hands unless a member requests voting by secret ballot.

Decisions taken at the fall AGM must be approved by a majority of those present, and eligible to vote.

Quorum of 20% of membership or a minimum of 10 people is required to conduct the affairs of the organization.

Only one vote per plot is allowed to approve garden decisions.

The coordinators of the various committees will be determined at the spring assembly.

3. Assignment of plots

An individual or group may apply for a member plot by submitting a simple application form to the membership coordinator and by paying the fee as specified in Annex A.

The application fee will be reimbursed by the date specified in Annex A if the applicant doesn't obtain a plot that year or if they/he/she doesn't want to remain on the waiting list.

Applicants will also be reimbursed if they cancel their application by the date specified on the application form.

Once plots are assigned for the summer, new plot members must pay their seasonal fee before any planting is allowed. Plot members who have not paid by the date specified on the application form will have their plots given to another applicant with prior written notice.

Reimbursement by cheque will be mailed or otherwise delivered to the address as specified in Annex B.

To be eligible for a plot, applicants must:

- Live in, work in, or be otherwise closely connected to the neighbourhood of Old Ottawa South;
- Contribute at least 5 hours of time in the year of membership to common garden tasks outside of their plot; and
- Register as a volunteer in at least one of the garden committees and make themselves available for that committee.

Members who do not wish to volunteer in the Garden can pay out as specified in Annex B.

Gardeners in good standing can keep their plot the following year provided they pay their seasonal plot fee prior to planting time as specified in Annex A.

If by the time of membership renewal, any member who has not done 5 hours of volunteer work, must pay 15\$/hour for each volunteer hour not done up to a maximum of 5 hours. This

payment will be required on top of yearly fees and is required in order to be approved for membership renewal.

Members can exchange plots with other plot members on mutual agreement or request a different plot location during spring renewal time.

Garden volunteers will get priority on a waiting list to become a garden member if they choose to apply.

After past members have renewed their plots in accordance to Annex B, any plots remaining will be assigned to eligible to applicants on a waiting list maintained by the membership coordinator.

4. Regulation of Member Plots

As a condition of membership, members who are assigned a plot must agree to conditions outlined in Annex B and sign the agreement annually.

III. EXECUTIVE COMMITTEE

1. Organization

The Garden will be managed by an executive committee in consultation with coordinators as described in Annex D. The Executive Committee has the authority to make decisions on the operations, funding, finances and care of the Garden's property.

The following describes the executive positions:

President: is responsible for the operation of the Garden. He/she makes sure committee meetings are properly organized; oversees that committees are accomplishing their tasks; reviews funding proposals and annexes to constitution; acts as the main point of contact for funders, the Community Garden Network of Ottawa, and other partners.

Vice President and Coordinating Committee Liaison: assists the president in carrying out duties; annual review of the constitution and articles of incorporation; files incorporation reports and acts as President if the President is unavailable and liaison with the Coordinating Committee as described in Annex D; seeks opinions of coordinators and communicates them to the executive and informs coordinators of executive committee's decisions.

Treasurer: keeps track of the budget; composes a yearly budget; reports on budget at AGM; deals with banking; approves expenditures; keeps receipts & financial records for reporting to funders.

Secretary: maintains P/O box; keeps and distributes meeting minutes, maintains an electronic filing system, a safe deposit box and a filing system for garden documents. Recording of the meeting minutes may be assigned to member(s) present during meetings

Biodome Lead: coordinates the Biodome volunteers as well as ensure communication between the Executive Committee and the Biodome volunteers, bringing forth information for consideration by the executive committee.

2. Election of Executive Committee

Executive committee members shall be elected for a two-year term at the fall AGM. Executive positions can only be filled by a person that has been a member in good standing for at least one year.

Signing authority shall be decided by the Executive Committee and consist of at least two signatures.

If a position on the Executive Committee becomes vacant before the organization's next AGM, the position will be filled by one member volunteering for the position, being seconded by one other Executive Committee member, until the next AGM at which time the volunteering member can run for office.

3. Responsibilities

The Executive Committee shall have responsibility to manage the affairs and property of the Garden. The Executive Committee shall have full power to adopt rules and regulations governing its basic purpose and mandate. It shall have full authority with respect to the distribution and payment of the monies received by the Garden. The Executive Committee will endeavour to consult the coordinating committee before making any important decisions.

The Coordinating Committee is responsible for the general maintenance and operation of the Garden.

4. Decision-making process and meetings

Executive Committee decisions will be made wherever possible by consensus. In cases where reaching consensus is not possible, decisions will be determined by majority vote.

Meetings of the Executive Committee will be held as needed throughout the year with a minimum notice of five 5 days.

Financial statements will be reviewed by the Executive Committee in advance of the fall AGM. They will be distributed to all members present at the fall AGM.

Proposed budget will be prepared for the spring general assembly to be approved by the membership.

IV. COMPENSATION

1. Expenses

The Garden is a non-profit organization, as such the Garden shall be carried out without the purpose of gain to its members. Any profits or other accruals to the Garden shall be used in furtherance of its mission and mandate.

Under the following circumstances, members can be reimbursed for out-of-pocket expenses:

- Money is provided as reimbursement for out-of-pocket expenditures made on behalf of the Garden with prior approval from the treasurer, and in accordance with the agreed upon budget. Original receipts must be submitted using a standard form available from the Treasurer within 45 days of purchase.

2. Contractors

The Garden reserves the right from time to time to hire individuals on a contractual basis to do work in the garden. Any garden member that meets the qualifications for the services required can be considered for the contracting services.

3. Executive

The Executive shall serve without remuneration, and no executive member shall directly or indirectly receive any profit from his or her position as such, provided that executive member may be reimbursed for reasonable expenses incurred in performing his or her duties.

V. FINANCIAL YEAR, CONTRACTS, CHEQUES, BANK ACCOUNTS

1. Financial Year

The financial year will run from January 1 to December 31 of each year.

2. Cheques, Notes and Contracts

Any cheque issued by the Garden must be signed by two signing authorities.

The president (or) vice-president (or) treasurer, and one other member of the executive committee (selected by the treasurer and president) shall be authorized to sign any bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, and documents, on behalf of the Garden.

VI. AMENDMENTS

The Garden's principles, structure, and policies set out in the Constitution Document can be reviewed and amended by majority vote of the Garden's membership at the AGM. The Annexes are reviewed annually by the executive committee and can be amended by a majority vote of the Executive Committee after consultation with the coordinating committee.

ANNEX A

Fees

Each individual upon application shall provide a one time membership fee of \$20.00. If the applicant is unsuccessful in obtaining a box, the fee will be returned by July 1 of the year of the application unless they want to stay on the waiting list. If a plot is not assigned by August 1 the application fee will be returned.

Seasonal Plot Fee

Each member must pay a seasonal plot fee of \$35.00. Members who wish to donate more can do so.

Plot fees will be deposited to a general purpose fund to support the operation of the Garden.

Payment of seasonal plot fees will be the responsibility of each applicant or member and will be due before any planting can start. After June 15 plots that have not been paid for will be considered unused and will be assigned to new members.

Volunteering Task Payout Fee

Members who do not wish to volunteer for the Garden can pay out at a rate of \$15.00 per hour. The Garden may hire someone to do the tasks. Each plot member is responsible for informing the coordinator of the committee they signed up in to volunteer with of the number of volunteers time and date.

At the end of the growing season, members who have not fulfilled a minimum of the required 5 volunteer hours will be required to pay \$15.00 per hour for their outstanding unfulfilled hours, in order to be eligible for membership renewal.

ANNEX B**Plot Application/Agreement and Conditions of Membership**

An updated application for renewal or new membership will be available on the Brewer Park Community Garden`s website.

<http://www.brewerparkcommunitygarden.com/membership.html>

Information on application process, fees and conditions of membership will be outlined on that application.

ANNEX C

Donation Plot Agreement

This agreement is between the “Brewer Park Community Garden” (represented by the donation plots coordinator) and a partner “(name of organization or individual)”.

The donation plots coordinator agrees to plant, water, tend the plot with vegetables that the partner would like to grow. In exchange, the partner agrees to be responsible for harvesting the vegetables when ripe (unless an arrangement is made with the donation plots coordinator).

The donation plots coordinator will inform the partner by phone or email when vegetables are ready to be harvested. The partner is also encouraged to visit the garden once a week to water the plot.

If the partner wishes, he/she can participate in maintenance of the plot including planting, weeding and watering.

The partner must inform the donation plots coordinator if he/she is not capable of going to the garden to harvest the vegetables when ripe. The donation plots coordinator will make arrangements with the partner to overcome this situation.

Name of partner (organization or individual):	
Signature of its representative:	
Date:	
Home/cell/work phone numbers of representative:	
Email of representative:	
Address of representative:	
Name of donation plot coordinator:	
Signature of coordinator:	
Date:	
Phone number of coordinator:	
Email of coordinator:	

ANNEX D

Description of Coordinating Committee Positions

Building coordinator: plans, schedules, and oversees building of structures such as planter boxes, compost bins, storage infrastructures, etc.

Children's garden coordinator: plans planting of children's garden; works with schools and other partners to involve children in the garden; ensures that children's garden is well maintained (weeding, harvesting, etc.), trains & supervises volunteers helping tend children's garden.

Communal Plots Coordinator: oversees planting and maintenance of the plots that are shared by all members.

Demonstration Plots Coordinator: determines various gardening techniques to be demonstrated in these plots and oversees the planting and maintenance of them.

Communication coordinator: promotes the Garden to community, media, potential members, etc. through the Garden website, posters, or other tools etc.; manages internal communication tools such as notice boards at the Garden and email lists for garden members and coordinating committee members.

Donation plot coordinator: works with receiving partners to plan planting of donation plots as well as pick-up or delivery of harvested produce; ensures that donation plots are well maintained (watering, weeding, harvesting, etc.), trains & supervises volunteers helping tend donation plots.

Fundraising coordinator: raises funds with funding agencies, local businesses and other events (such as garage sales), plans fundraising events and/or grant applications; solicits in-kind donations of tools, garden supplies, etc.

Membership coordinator: keeps list of current and prospective garden members; ensures member plot agreements are signed & fees collected; communicates and enforces member plot regulations; organizes membership meetings.

Maintenance coordinator: oversees overall maintenance of the Garden, including weeding of communal members' plot and pathways; care of compost bins; operation of water system; tidiness and storage of tools, directs pests management as needed, etc.

Social coordinator: plans social events or other means to bring gardeners together, with one another and with the wider community.

Water Barrels coordinator: oversees the opening and closing of the garden water system, installation of the garden water hoses; determines the watering schedule for filling the water barrels around the garden during the gardening season and inform the maintenance coordinator of any need for repair.

ANNEX E
BPCG Conflict of Interest

The standard of behavior at the Brewer Park Community Garden is that all members, volunteers, and elected board members scrupulously avoid conflicts of interest between the interests of the Brewer Park Community Garden Organization on one hand, and personal, professional, and business interests on the other. This includes avoiding potential and actual conflicts of interest, as well as perceptions of conflicts of interest.

I understand that the purposes of this policy are to protect the integrity of the Brewer Park Community Garden Organization's decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputations of volunteers, members and board members.

Upon or before election, hiring or appointment, I will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate.

In the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business or other non-profit affiliations), my family and/or my significant other, employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will be asked to leave the room for the discussion and will not be permitted to vote on the question.

I understand that this policy is meant to supplement good judgment, and I will respect its spirit as well as its wording.

Signed _____

Date _____

Ref: <https://www.compasspoint.org/board-cafe/sample-conflict-interest-policy>

Definition:

A **conflict of interest (COI)** is a situation in which a [person](#) or [organization](#) is involved in multiple [interests](#), [financial](#) or otherwise, one of which could possibly [corrupt](#) the motivation or [decision-making](#) of that individual or organization.

The presence of a conflict of interest is independent of the occurrence of [impropriety](#). Therefore, a conflict of interest can be discovered and voluntarily defused before any [corruption](#) occurs. A conflict of interest exists if the circumstances are reasonably believed (on the basis of past experience and objective evidence) to create a risk that a decision *may* be unduly influenced by other, secondary interests, and not on whether a particular individual *is actually* influenced by a secondary interest.

Primary interest refers to the principal goals of the profession or activity, such as the volunteer role and duties. *Secondary interest* includes personal benefit and is not limited to only financial gain but also such motives as the desire for professional advancement, or the wish to do favours for family and friends.

Those with a conflict of interest are expected to [recuse](#) themselves from (i.e., abstain from) decisions where such a conflict exists.

For example, if the executive or coco leader is considering hiring a contracting firm for some task, and a garden member, executive or coco leader is the contractor, or is a relative or friend of the contractor, then that member should not vote on whether that contractor is to be selected. In fact, to minimize any conflict, that member should not participate in any way in the decision, including discussions.

Ref: