ADDITIONAL INFORMATION

RURAL LANDSHARING COMMUNITY AT
74 HOPKINS CK RD, CHILLINGHAM

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PROJECTED FINANCIAL STRUCTURE

Background

The land at 74 Hopkins Creek Road, Chillingham consists of two parcels, Lot 69 DP 755696 and Lot 3 DP 878542, with a combined area of 51.688 ha, see Map 1, the Contour Map appended.

The applicant is the current owner of both lots and the intention is that if council approval is obtained for a change in land use to a rural landsharing community, a number of shares will be sold covering the cost of the land and development expenses. The titles for the land will be combined and transferred into a co-operative structure. The proposed legal structure is outlined in Appendix 1. There will be one share per dwelling entitlement. The current owner will retain one share accommodating the existing council approved dwelling and two sheds.

There are 3 projected housing clusters of 5, 5, 4 dwellings the Front Village, Cudgerie Village and Top Village, respectively. The overall location of the villages relative to the contours, aerial photo and vegetation of the property is given in Maps 5-7. Possible dwelling sites in each of the villages are indicated at a larger scale in Maps 8-10.

Share Price Calculation

The share price for 14 dwellings will be approximately given by the formula

\[ \text{Val}/14 + \text{Con}/13 + \text{DC}/13 \]

with

Val = State government land valuation for 74 Hopkins Creek Road
Con = Total s94 council contributions for the development
DC = Infrastructure development costs (roads, vegetation management etc.)

It would be preferable to stage the development so that the Front Village could be developed first. With four shares sold and building applications approved, the title could be transferred from the present owner to a co-operative structure, with vendor finance, until the remaining shares are sold. This arrangement would depend on whether or not the council accepts a staged payment of s94 contributions.

It is anticipated that dwellings in the Front Village will have connections to the power grid and fixed line telephone connections because of its proximity to high voltage power lines traversing the front of Lot 3 and the existing telephone connection to the house. However, mains power and telephone connections will be the responsibility of the individual shareholder, except where group discounts may be available. By staging development until all particular village shares are sold, integrated power and waste management systems may be designed before building commences.

Council Assessment of Individual Dwellings

A separate development application and construction certificate will be submitted for each dwelling. It is understood that each dwelling will be subject to the same assessment criteria as was applied to the existing dwelling on the property and will include certification of waste
disposal facility and the consideration of fire regulations. The lodgement of the development application and the associated fees will be the shareholder’s responsibility and is not included in the share price.

ASSESSMENT AGAINST SEPP15 CLAUSES

9 MATTERS FOR COUNCIL TO CONSIDER

(1)(a) the means proposed for establishing land ownership, dwelling occupancy rights, environmental and community management to ensure the aims and objectives of this Policy are met,

The title will be held by a co-operative, the Gabalah Co-operative in which each shareholder has equal rights and obligations. Each share or jointly-owned share will entitle the shareholder to a dwelling site. The dwelling sites will be occupied in the following settlement order:

1) Front Village
2) Cudgerie Village
3) Top Village

Possible dwelling sites are indicated on Maps 8-11. Settlement can proceed when the maximum number of shares in each village is sold. The present owner will retain one share for the existing dwelling and sheds.

The maximum number of shares in each village are:

1) Front Village: 4 additional shares
2) Cudgerie Village: 5 shares
3) Top Village: 4 shares

When settlement proceeds at each stage, s94 contributions for that stage will be paid to council. At each stage, the shareholders may agree not to proceed further. For example, if settlement stops after the Front Village and Cudgerie Village stages, the rural landsharing community will consist of 10 dwellings with no further s94 contributions to council required. Shareholders would then need to buy out the remaining four shares. Alternatively, the entire development could take place on Lot 3 DP 878542 with the present owner retaining Lot 69 DP 755696.

The allocation of dwelling sites in each village will be decided on a first come, first served basis. It is anticipated that dwellings would be of a modest size with low environmental impact, many owner-built out of recycled materials. Due to the lack of a land title to each dwelling site, the development is unlikely to attract shareholders who wish to allocate large financial resources to extravagant homes.

Environmental and community management will be based on a set of rules to which all incoming shareholders will agree. A set of model management rules has been obtained from Bundagen Co-operative near Coffs Harbour. The present owner was a non-resident member of Bundagen for 18 years. Bundagen is a regenerating community that has been functioning for 25 years. A set of model rules based on those of Bundagen and listed in Appendix 1.
exhibits means for establishing land ownership, dwelling occupancy rights, environmental and community management.

(b) the area or areas proposed for erection of buildings, including any proposals for the clustering of buildings,

Dwellings will be built in three clusters of 5, 5 and 4 houses each indicated on Maps 8-10 in existing cleared areas of the property. A small community meeting place approximately 36m$^2$ will be built at the front of the property facing Hopkins Creek Road. Each house cluster will have its own car park and service roads to houses. Clusters may be settled in a staged development. An area of approximately 750 m$^2$ per dwelling for private use is feasible. Approximately 2% of the total land area will be set aside for private use on the cleared flat parts of the property.

Map 11 indicates the area that will be set aside for the native regeneration of forest and land that is set aside for possible agricultural use. Other land may be set aside for settlement, subsoil irrigation purposes and the maintenance of road access corridors.

(c) the area or areas proposed for community use (other than areas for residential accommodation and home improvement areas),

Each village will have its own community car park and small area set aside as a children’s playground.

There are three areas proposed for general community use:

1) the re-vegetation zone
2) the agricultural zone
3) the community meeting place

The re-vegetation and agricultural zones are marked on Map 11. The community meeting place is indicated in the map for The Front Village Map 8.

Community use in the re-vegetation zone will embrace activities consistent with the goal of removing the current weed infestation in the zone and planting native vegetation.

Community use in the agricultural zone will consistent of sustainable farming and orchards.

(d) the need for any proposed development for community use that is ancillary to the use of the land,

No development for community use that is ancillary to the use of the land is proposed.

(e) the availability and standard of public road access to the land,

Hopkins Creek Road provides bitumen road access to the property.

(f) the availability of a water supply to the land for domestic, agricultural and fire fighting purposes and, where a proposed water supply is from a
river, creek, dam or other waterway, the effect upon other users of that water supply,

The property is bounded by Hopkins Creek and the Rous River. There is a small dam of approximately 1 megalitre volume at the rear of Lot 3. Dwellings would operate solely on tank water. According to rural fire service requirements, each house requires two tanks, one being a dedicated 10,000 litre fire-fighting tank. The existing 2 bedroom dwelling has 233 m² collection area and two 22,000 litre tanks. Observation over the last twelve months with a family of three has shown that the tanks were never below 75% full.

Rainfall was at an historic low over 2004. Computer analysis shows that with the local rainfall data, full tanks would have run dry in October 2004 at 342 litres/day, only to be filled by sudden rain the following week, see Appendix 2. Problems with recent domestic water shortage are shared by all rural dwellings in the northern rivers but can be addressed with water conservation measures.

A small dam at the rear of the property is suitable as a supplement for use in domestic gardens but would not be potable owing to the possibility of drift from aerial spraying of the banana plantation on the adjacent property.

In addition to the individual dwelling fire-fighting tanks, the community would have a transportable fire-fighting tank suitable for moving by a tractor. Hopkins Creek can be used as a water source in a fire-fighting emergency.

The water use for agricultural purposes, if any, would be dictated by the requirements of the Department of Natural Resources with respect to access to the Hopkins Creek supply or bore water. However, no water use for agricultural purposes is anticipated at present.

(g) if required by the applicant, the availability of electricity and telephone services,

and

(h) the availability of community facilities and services to meet the needs of the occupants of the land,

It is proposed that the Front Village house cluster closest to Hopkins Creek Road will be connected to mains power from the high voltage power lines traversing Lot 3. The connection of 5 dwellings will require a transformer upgrade. Depending on the interest of members, it is proposed that the two other house clusters will have solar or alternative energy supplies. The installation of a broadband wireless network is now relatively inexpensive and would obviate the need for the installation of copper wire telephone lines.

A copper wire telephone line is installed to the existing house. Additional lines could be connected through the mains power trenches to the four other dwellings in the Front Village.
(i) whether adequate provision has been made for waste disposal from the land,

A council funded waste collection service operates to the property via the sealed Hopkins Creek Road. Each household would have its own waste and recycling bin for collection by the service.

The existing dwelling is operating on a council approved Biolytix™ composting system. Depending on the wishes and financial resources of the members, there is sufficient area to operate an integrated Biolytix™ waste management system for each of the three housing clusters. With chemical treatment, the outfall could be stored and used for watering an orchard in each housing cluster.

The environmental report for the Biolytix™ composting system for the existing house is included in Appendix 3. Scaling this up by 5 for the Front Village for each of the four additional dwellings and the community facility would require a subsurface irrigation area of 1500 m\(^2\). There is more than enough grassed area to accommodate this facility. Similar remarks apply to the other two villages. However, shareholders may prefer a dry composting system to avoid the water usage of the Biolytix™ composting system. Each house requires separate certification for its waste disposal facility.

(j) the impact on the vegetation cover of the land and any measures proposed for environmental protection, site rehabilitation or reafforestation,

The proposed development utilises much of the cleared flat land for settlement. Two cleared areas subject to occasional flooding from Hopkins Creek and the Rous River, respectively, remain. Forest and Camphor Laurel growth has occurred vigorously on the steeper slopes and ridges. Bushfire management practices will require the mechanical removal of some Camphor Laurel trees around the settlement areas and thinning of trees in gullies.

After settlement, a program of rainforest re-vegetation utilising the Camphor canopy and the gradual removal of Camphor will be instituted. Willingness to participate in a re-vegetation program will constitute one selection criterion for membership in Gabalah Cooperative. The area proposed for re-vegetation is indicated on Map 11.

(k) whether the land is subject to a risk of flooding, bush fires, landslip or erosion or whether there are areas with actual or potential acid sulfate soils and, if so, the adequacy of any measures proposed to protect occupants, buildings, internal access roads, service installations, and land adjoining the development from any such hazard,

None of the proposed settlement areas is subject to flooding or landslip. The whole property is in a bushfire prone area. The principal risk is from fire travelling in Camphor infested forests. Settlement areas will be able to meet the requirements of building in a bushfire prone area with regards to forest setbacks, as was required with the existing timber dwelling. Each housing cluster will have its own firefighting pump and dedicated water storage facility for
firefighting. Pumping from Hopkins Creek and the existing dam is also feasible in a fire emergency.

(l) the visual impact of the proposed development on the landscape,

Houses will not be visible from adjacent properties because of forest cover on the boundaries. Tall stands of Camphor line the boundary at Hopkins Creek Road so that houses will be screened from the road. Fire resistant trees will separate individual houses from each other.

(m) the effect of the proposed development on the present and potential use, including agricultural use, of the land and of lands in the vicinity, including the need for separation and buffers to avoid land use conflicts,

Surrounding properties are engaged in the production of beef and bananas. The drift of aerial sprays in banana plantations may be of concern but the proposed settlement areas are surrounded by forest buffer zones so that spraying should have no impact on habitation.

(n) whether resources of coal, sand, gravel, petroleum or other mineral or extractive deposits will be sterilised by the proposed development,

There will be no impact on deposits of coal, sand, gravel, petroleum or other extractive deposits as the land does not possess significant quantities of these materials.

(o) the effect of the proposed development on the quality of the water resources in the vicinity,

Each dwelling will have council approved waste disposal facilities and tank water. There will be no impact on water resources in the vicinity.

(p) any land claims by local Aborigines and the presence of any known Aboriginal relics and sites,

The land has operated as freehold farmland since the early part of the twentieth century. There are no land claims or known Aboriginal relics on site.

(q) the impact of the proposed development on any heritage item, relic or site, or on their curtilages,

The land has operated as freehold farmland since the early part of the twentieth century. There are no heritage items or relics on site.

(r) whether the land has been identified by the council as being required for future urban or rural residential expansion,

The land is classified as Rural 1(a) and no change has been foreshadowed.
Whether the development would benefit an existing village centre suffering from a declining population base or a decreasing use of the services provided in that centre.

The local village of Chillingham has an active community centre, a pre-school, primary school, shop and post office. Members of Gabalah Co-operative are likely to be active participants in the wider community, utilise the services provided in Chillingham and contribute to the local economy.

10 MANAGEMENT PLANS

Details of the proposed management plans are embodied in the relevant sections of Appendix 1 concerning the legal structure of Gabalah Co-operative. A summary and rationale is given below.

(a) Water management

Each dwelling will have at least a 22,000 litre rainwater tank for domestic use and a 10,000 litre tank dedicated for firefighting use. Appendix 2 illustrates maximum daily water usage available for the existing dwelling and sheds with average rainfall and for the year 2004-2005. The topography of the property limits the installation of large dams. The existing dam of approximately 1 megalitre at the rear of Lot 3 could possibly be enlarged.

Any small scale agricultural use, such as organic farming would require an application from the NSW government Department of Natural Resources for the sinking of a bore or for pumping from Hopkins Creek. Agricultural use of the land depends on the interest of shareholders. As most of the cleared areas have been designated for settlement, the scale of agricultural use is necessarily limited by the domestic infrastructure.

(b) Waste management

A council funded waste collection service operates to the property via the sealed Hopkins Creek Road. Each household would have its own waste and recycling bin for collection by the service.

The existing dwelling is operating on a council approved Biolytix™ composting system. Depending on the wishes and financial resources of the members, there is sufficient area to operate an integrated Biolytix™ waste management system for each of the three housing clusters. With chemical treatment, the outfall could be stored and used for watering an orchard in each housing cluster.

The environmental report for the Biolytix™ composting system for the existing house is included in Appendix 3. Scaling this up by 5 for the Front Village for each of the four additional dwellings and the community facility would require a subsurface irrigation area of 1500 m². There is more than enough grassed area to accommodate this facility. Similar remarks apply to the other two villages. However, shareholders may prefer a dry composting system to avoid the water usage of the Biolytix™ system.
For Cudgerie Village, a subsurface irrigation area of 1500 m² is required for the Biołytx™ composting system and is indicated on the Cudgerie Village map in Appendix 3.

For Top Village, a subsurface irrigation area of 1200 m² is required for the Biołytx™ composting system and is indicated on the Top Village map in Appendix 3.

(c) Prevention, control and management of soil erosion

The development will have no significant impact on soil erosion as settlement will proceed in cleared areas with slope less than 5%. In gullies and slopes adjacent to the settlement areas, the removal of Camphor will be accompanied by the planting of fire-resistant and rainforest trees and shrubs in order to minimise soil erosion.

(d) Bush fire management

Summary

Asset Protection Zone
1) Removal and thinning of Camphor Laurel growth adjacent to villages
2) Regular slashing of grassland in settlement areas and maintenance of asset protection zones as specified in section below.
3) Planting fire resistant trees and shrubs and landscaping in gullies

Access for Fire Brigade Vehicles
1) Existing access from Hopkins Creek Road to Chillingham is adequate for fire brigade access and evacuation of residents
2) Driveways to the villages will be constructed to the requirements of Planning for Bushfire Protection.
3) Provision of a turning area sufficient for an 8m long fire brigade vehicle in each village
4) Upgrade of the bridge to Cudgerie Village sufficient to carry a fully laden firefighting vehicle (approximately 13 tonnes)
5) Upgrade of road to Top Village to 4m wide bitumen up slope.

Water Supply for Fire Fighting
Provision of a water tank of 10000 litres per dwelling dedicated for fire fighting or larger tanks for housing clusters.

Building Construction
The existing dwelling satisfies the setback requirements of Planning for Bushfire Protection. With reference to the proposed development, the document Planning for Bushfire Protection states that “Multiple occupancy is defined as the collective management and sharing of unsubdivided land, facilities and resources. The policy encourages a community-based environmentally sensitive approach to rural settlement and enables pooling of resources to develop communal rural living opportunities. SEPP 15 developments may include dwellings which will not comply with the construction standards of AS 3959. In recognition of the aims of such development but still maintaining the objectives of this document, at least one building within the development should comply
Site Description
The two parcels of land, Lot 3 and Lot 69 consist of undulating land with cleared areas of slope 0°-5°. Settlement is confined to the cleared areas. Slopes and gullies have vegetation of high moisture retaining plants with infestations of weeds like Camphor Laurel and Lantana. Regular slashing of pastures and clearing of Lantana has been under way for the last several years. Rainforest in varying condition is regenerating in the north of the property. Large stands of Brush Box (*Lophostemon confertus*) grow on the eastern slope of the property, see Map 2, the Vegetation Map.

Bushfire Protection Measures
Appropriate bushfire protection measures have been determined with reference to the NSW Rural Fire Service and Planning NSW document *Planning for Bushfire Protection 2001* which recommends that an Asset Protection Zone be established and maintained on the hazard side of dwellings in bushfire-prone areas and states that “the primary purpose of an Asset Protection Zone is to ensure that a progressive reduction of bushfire fuel occurs between the bushfire hazard and any habitable structures within the development”.

An Asset Protection Zone consists of an Inner Protection Area with minimal fine fuel, and in heavier fuel types an Outer Protection Area where fine fuel loads are kept in a reduced state (less than 8 tonnes per hectare). Fine fuel comprises live and dead plant matter less than 6mm in diameter. The Inner Protection Area provides fuel free space around buildings that allow them to be defended from bushfires. It also reduces the risk of wind-blown burning debris from bushfires starting spot fires close to buildings. The Asset Protection Zone extends outwards from the walls of the building being protected. The required width of the Asset Protection Zone varies with fuel type and slope as set out in Table 4.1 of *Planning for Bushfire Protection*. Fuel types are defined in Figure A2.2 of *Asset Protection Zone*, and are classified into three groups with Group 1 having the greatest fire hazard.

Dwellings will be clustered into three villages as set out in the development plan: *Front Village* in the south of the property close to Hopkins Creek Road, *Cudgerie Village* north of *Front Village* and separated by a gully with seasonal water flow and *Top Village* on a ridge near the northern boundary of the property.

Access to each village cluster is via a formed track which can be upgraded to a gravel road of 4m width with an additional 1m wide strip either side to be kept free of bushes and long grass with slashing as specified by *Planning for Bushfire Protection*.

The fuel types of the closest fire hazard in each village consist of Camphor Laurel/rainforest (Group 2) in varying proportions. The dominant fuel type in *Top Village* is rainforest.

Access to *Cudgerie Village* is via a bridge over a seasonally flowing gully. One component of the infrastructure costs for *Cudgerie Village* will be the upgrading of the bridge and leveling of the road to accommodate a 13 tonne fire truck.

One component of the infrastructure costs for *Top Village* will be the upgrading of the access road up the incline to accommodate a 13 tonne fire truck, possibly being a 4metre wide bitumen road up the slope.
The actual location of each dwelling will be determined amongst the shareholders. Asset Protection Zones are described for the prospective dwelling positions set out in Maps 8—11. Each dwelling will be assessed with its own development application. The costs of Camphor Laurel removal and native landscaping will form part of the development costs in the share price for each village.

**Front Village Asset Protection Zones**
- *Existing house.* The existing house was certified in February 2007 and complies with setback conditions of Planning for Bushfire Protection.
- Dwellings 1 – 3. In Map 8, the proposed dwellings sites one, two and three in the Front Village are close to a gully with heavy Camphor Laurel infestation in the north west of the cleared area. Development costs for the village will include the removal of larger specimens and replacement with native rainforest and fire resistant species to prevent seasonal erosion in the gully. With a modest setback from the gully, an Inner Protection Area of 20m for each dwelling can be achieved for each of the dwellings. The downslope of 0°-5° in the south-easterly direction is pasture subject to slashing. With moderate clearing of Camphor Laurel in the north-east where there is an upslope of 0°-5°, an Asset Protection Zone of 40m for Group 2 vegetation can be achieved.
- A possible site for Dwelling 4 in the Front Village is north-east of the access road at the base of the hill rising at 20° to the north-east. Camphor Laurel fire hazard on the downslope will be removed to accommodate Dwellings 1 - 3. Clearing of Camphor Laurel on the north-easterly upslope will give a 30m Asset Protection Zone as required by Planning for Bushfire Protection.

**Cudgerie Village Asset Protection Zones**
The existing fire hazard for Dwellings 1-5 in Cudgerie Village consists of Camphor Laurel growth below the ridge to the west, upslope from the rear of the dwellings, Camphor growth on a steep south easterly downslope to the creek flats and Camphor growth downslope in the gully boundary, more than 60m from the dwellings. Camphor will be removed from the gully if a subsurface irrigation system 40m from the gully is installed. A 40m Asset Protection Zone for Group 2 vegetation to the North, West and South can be achieved. In the easterly downslope of 0°-5°, an Asset Protection Zone of 50m (35m IPA + 15m OPA) for Group 2 vegetation can be achieved with the removal of Camphor Laurel and retention of native species in the undergrowth.

**Top Village Asset Protection Zones**
Top Village is sited on a rise in the centre of the property near the northern boundary. Access is from a gravel road which will be upgraded to the standard required by Planning for Bushfire Protection. The vegetation upwards from the seasonally flowing gullies either side is predominantly rainforest with isolated Camphor Laurel and Flooded Gum (Eucalyptus grandis) trees. Removal of the isolated Camphor Laurel trees and Lantana in the gullies and slopes will improve the condition of the rainforest regrowth. Using the Planning for Bushfire Protection categorisation of Group 3 vegetation, a 20m Asset Protection Zone (Table A2.4) will suffice for dwellings in the Top Village.

**Water Supply**
Each house will be equipped with at least a 10,000 litre dedicated firefighting water tank with
a 65 mm Storz outlet with a ball valve. Each house will have a diesel or petrol firefighting pump, or when practicable, a larger firefighting pump to be shared among adjacent houses.

It would be possible for up to three dwellings to share a dedicated water supply for firefighting, provided that dwellings were no more than 70m from the supply. The supply outlet would be located on the access road to the dwellings it would protect, suitable marked and be a minimum of 20,000 litres.

At the site of Top Village there is presently a small dam and 27,000 litre concrete water tank to which dam water is pumped.

**Landscaping and Maintenance**

Coupled with the removal of Camphor laurel trees, landscaping within the inner protection area of the Asset Protection Zone will have native vegetation consisting of a living fuel component which is both discontinuous and of low flammability, including:

- mown lawn, bare ground (driveways, paths etc) or non-flammable succulent ground cover plants immediately adjacent to buildings (within 2 to 5 metres)
- maximum tree cover less than 30% and maximum shrub cover less than 20%
- trees and shrubs will be isolated in small clumps avoiding continuous canopies
- trees will not be planted closer to buildings than their expected full height
- trees and shrubs with rough fibrous bark or which retain shed bark in long strips (ribbonbark) will be avoided
- trees and shrubs that retain dead material in their canopies will be avoided
- planting shrubs under trees will be avoided
- trees and shrubs that deposit large quantities of litter in a short period, especially spring and summer, will be avoided
- canopies of trees and shrubs will not touch walls or overhang the dwelling
- vines on walls and pergolas will be avoided
- brush fencing and continuous areas of woodchips and other flammable mulches will be avoided
- combustible materials such as wood piles, flammable fuel stores etc. will be located away from buildings.

Establishment of the Outer protection Area will require thinning of existing vegetation, mainly Camphor Laurel and a few Sally Wattle trees to ensure that canopy and understorey cover is not continuous. Surface litter will be removed to ensure that fine fuel loads are less than 8 tonnes per hectare. Grass in the cleared areas will be slashed regularly with the community tractor.

**(e) Flora and fauna management**

**Vegetation**

Much of the vegetation (**Vegetation Map: Map 2**) is dominated by Camphor Laurel *Cinnamomum camphora* (mapped as Camphor Laurel/Rainforest). There is considerable variation in the maturity and density of the canopy trees, and in the quality (maturity, diversity) of the rainforest regrowth occurring as a canopy component or in the understorey. The variation occurs over small scales and has not been mapped in detail. Several notable pockets where relatively good species diversity and structure remain are mapped, but other
small patches are present elsewhere. Other elements of subtropical rainforest are present, and may have originally occupied lower storeys of wet sclerophyll vegetation with eucalypts and Brush Box *Lophostemon confertus* in the canopy. Some small areas of Brush Box and Flooded Gum (*Eucalyptus grandis*) are mapped. A strip of riparian rainforest with a minor Camphor Laurel component is present on the steep river bank section in the the property’s eastern boundary on the Rous.

Four large open grassed areas are present. A large section in the southwestern part of the property consists of low Lantana-dominated regrowth with Camphor Laurel and sparse Sally Wattle *Acacia melanoxylon* and rainforest regrowth components (mapped as mixed regrowth). The original vegetation was likely to have been a mix of dry rainforest on upper slopes with subtropical rainforest on lower slopes and in the riparian zone. Brush Box and wet scleropyll forest may also have been present. The rainforest vegetation is generally fire sensitive (though Floyd 1990a p 70-71 describes some level of recovery in dry rainforest) and its persistence indicates historical fire protection. The invasion of the remnants and regrowth of rainforest by flammable exotic species constitutes a possible threat to the native vegetation.

*Fauna habitat protection*

- Leaf litter, logs and stags will not be removed (or if removal is required for safety reasons or bushfire hazard reduction, material to be retained on the property in a more suitable location whenever practicable).
- Removal of exotic plant species to be staged to avoid large scale removal of resources for fauna, and replaced with suitable native species (see Scanlon *et al.* undated for recommended species to replace Camphor Laurel).
- Maintenance of grassland on lower slopes – surveys for the Common Planigale to precede any future modifications to the area.

*Predation by cats and dogs*

- Domestic cats and dogs not permitted
- Control feral cats and dogs if detected

*Predation by foxes*

- Control foxes if detected
- Understorey should be protected to provide cover for prey animals
- Limit paths and roads to reduce fox access to vegetated areas

*Predation, competition and poisoning by Cane Toads*

- Measures to control Cane Toads should be undertaken according to the extent of infestation observed on the property
- Reduce the suitability of water bodies as breeding sites by planting sedges and rushes
- Restrict areas of mown lawns, particularly where electric lighting is installed, to limit the area suitable for foraging
- If found to be present, collect cane toads by regular spotlighting in warm weather after rain.

*Protection of fish and frog habitat*

- Prevent introduction of non-native fish such as Goldfish *Carassius auratus* or Mosquito Fish *Gambusia affinis* which muddy water and prey on the eggs of native frogs.
Roadkills, window collisions
- Internal road signage to warn of possible wildlife on roads.
- Use curtains, stained glass, stickers or mobiles to prevent window collisions by threatened or common birds, or design windows to reduce this risk.

Fire hazard management
Protection of fire sensitive native vegetation and management of threatened species habitat to be achieved by replacing flammable exotic vegetation with native species.
Specific environmental repair recommendations

Noxious and environmental weeds
- Control noxious weeds as required by legislation, expert advice recommended for aquatic weeds
- Continued control of environmental weeds. Control of Large-leaved Privet strongly recommended to prevent future serious infestation.
- No further planting of exotic species, which are known or potential environmental weeds.
- Existing planted specimens of potentially invasive plants to be assessed and carefully monitored. Management options to include staged removal and replacement, complete harvest of fruit and seeds, or leave in place and check regularly for seedlings in the surroundings.
- Dumping of garden refuse to be avoided unless carefully sorted, mulch etc taken into reforestation zones to be weed free.
- In the long term, a staged removal and replacement program for Camphor Laurel to be implemented. Refer to Scanlon et al. (undated) for control methods. Stem injection leaving the tree in place is preferred for most forest situations, other methods may be indicated in other locations on the property.
- Clearing of weeds in habitat for Threatened species or an Endangered Ecological Community to undertaken in accordance with guidelines (where applicable) supplied by NSW NPWS.
- Clearing of woody weeds on steep land, especially where over 18 degrees, to be undertaken in accordance with guidelines supplied by NSW Department of Land and Water Conservation.

Environmental repair priorities and obligations
- Maintain and enhance the dry rainforest
- To protect fire sensitive vegetation, convert Camphor Laurel and Lantana regrowth vegetation to less flammable rainforest vegetation through a program of staged removal of exotic vegetation and replacement with local rainforest species (natural regeneration with enrichment planting as required).
Priorities for removal of Camphor Laurel and Lantana to be determined according to location in proximity to dwellings and to create belts of fire retardant vegetation across possible fire paths.
In the first stage, vegetation in a 20 m strip beyond managed gardens/slashed open space (minimum 20 m from house) to be converted to rainforest, with downslope areas to be treated first. This to be followed by progressive similar treatment of vegetation to 140 m radius.
Once established, rainforest vegetation of low flammability can be expected to be self
maintaining.  
Note that once this stage is reached, APZs will comply with current guidelines. 
Alternatives to the above strategy will be to convert large areas of Camphor Laurel/rainforest regrowth with lantana to managed native vegetation in which vegetation must be maintained in a discontinuous state and ground fuel constantly reduced. Ongoing intensive maintenance will be required. 
• Wallaby guards where necessary  
• Fencing or barricading of individuals vulnerable to physical damage  
• Habitat rehabilitation to be guided by an experienced bush regenerator or similarly qualified/experienced person, to provide guidance to landowners and others conducting works.  
• Expansion and reconnection of habitat wherever possible  
• Appropriate level of care when clearing weeds in habitat

Riparian habitat
Rehabilitation of the riparian rainforest is currently in the early stages. This project is additional to the environmental repair activities associated with this proposal and does not form part of the current proposal.

(f) Infrastructure maintenance
The main infrastructure requiring periodic maintenance will be roads and slashing of cleared areas. Gravel roads will be maintained by the periodic application of road base and grading. The community will have its own tractor and slasher, possibly the one belonging to the current owner. Costs will be funded by a weekly community levy.

The Front Village will have underground telephone and electricity cables to each dwelling along the gully boundary. The area is kept free and accessible as part of each dwelling asset protection zone. Cudgerie Village and Top Village may operate on solar power and wireless broadband/VoIP telephone at the shareholders discretion.

ENVIRONMENTAL HEALTH

CONTAMINATED LANDS ASSESSMENT
The contaminated lands assessment provided for the existing dwelling by the applicant (DA05/0389) applies to the whole property for the present development.

ONSITE SEWERAGE MANAGEMENT DESIGN
A sewerage management design for the Front Village is given in Appendix 3 as a modification of the report for the Biolytix™ composting system for the existing dwelling. If each of the 4 other houses and the community meeting space has a separate composting tank and rainwater storage system, then a total subsurface irrigation area of 1500m² is required.

The same observation applies to the other two villages, Cudgerie Village and Top Village because the soils on the settlement areas are similar to those on the Front Village and there is
sufficient area in each village for a 1500m\(^2\) grassed subsurface irrigation area. A suitable subsurface irrigation area is indicated at each village site.

It must be emphasised that each dwelling will require a separate waste management facility certification. Where the shareholders agree, an integrated system such as the Biolytix™ composting system may be used. However, because of the expense of the system and its profligate use of water for flushing, it is anticipated that many shareholders will opt for an owner-built dry composting system, especially in Cudgerie Village and Top Village where by the residents’ choice, there may be no mains power.

**SUBMISSIONS TO COUNCIL**

**SUMMARY**

Nine submissions to council concerning the present development application were received. One copy sent to the applicant was a duplicate submission.

The nature of these objections is to be expected for a rural landsharing community in an area zoned Rural 1(a). Anecdotal evidence indicates that Crystal Waters Permaculture Community near Maleny faced similar criticism from farming neighbours twenty years ago. Today Crystal Waters is an award-winning model for sustainable living in a rural area, see


Our proposed rural landsharing community is different from Crystal Waters in many aspects, the most significant being its smaller size (1/5 of the area, 1/6 of the number of dwellings) and SEPP 15 structure.

The objections are of the following nature. Each will be addressed consecutively.

1. The conflict between farming and residential lifestyles: farming noise from farm machinery, straying stock.
2. Possible conflict with aerial spraying of fungicides, insecticides and fertilizer
3. Further development of site and devaluation of farm properties
4. Use of prime agricultural land for residential development
5. Historic neglect of land with respect to weed infestation
6. Potential of further neglect of land
7. Environmental impact of land clearing, air pollution
8. Environmental impact of water usage
9. Water supply problems
10. Environmental impact of waste disposal
11. Environmental impact of dogs and cats
12. Environmental impact on flora and fauna
13. Extra pressure on the local rural fire service in an emergency
14. Road access to land from Hopkins Creek Road
15. Increased traffic along Hopkins Creek Road and Numinbah Road
16. Policy conflict between rural landsharing legislation and prohibition of rural subdivision of less than 40ha allotments.
17. Noise impact: pumps, generators, cars, motor bikes, parties, chainsaws
18. No public transport and remoteness from services
19. Few local employment opportunities
20. Possibility of future conversion to community title and the resultant increase in allotment values
21. Lack of plans for land ownership, occupying rights, environmental and community management
RESPONSE

1) The conflict between farming and residential lifestyles: farming noise from farm machinery, straying stock.

As indicated in several letters, the issue of noise has been a source of conflict over twenty years between one small landholding family and their farming neighbours.

As a matter of one selection criterion for a prospective shareholder to purchase a share in Gabalah, we will require a commitment that they respect the neighbour’s right to pursue a farming livelihood as long as all relevant government requirements are met. Prospective shareholders will be alerted to the possibility of tractor noise and barking dogs early in the morning, irrigation pumping late in the evening and regular aeroplane noise from aerial spraying, unmuffled recreational motorcycles on weekends and sundry other annoyances that we have experienced. Some people will decline to buy a share when informed of the living conditions.

We have already experienced enquirers losing interest when informed of the agricultural practices on the adjacent banana farms. However, the core group of prospective members consider the benefits of living on the property outway the negative aspects of our neighbours’ lifestyles.

The problem of stopping our members making aggravating and unwarranted complaints about our neighbour’s activities in the future is a problem that will be addressed by the community’s internal conflict resolution procedures. We note that no such group dynamic or recourse is available if the local landholders were allowed to profit from smaller subdivisions (see objection 16), which were sold to non-farming people who complained about their farming lifestyle. This has been the source of the historic problem mentioned above.

Straying stock is an issue that recurs in farming communities between landholders. The applicant’s late uncle caused some conflict in this regard with inadequate fencing. It is not anticipated that any large stock will be introduced to the land because of the lack of sufficient pasture. It will be the owner’s responsibility to provide adequate fencing for any stock introduced to the property. There have been a number of occasions when one of our neighbour’s stock have strayed onto the property and damaged gardens and revegetation. The solution is to keep the adjacent fence in an adequate state of repair and this is a joint responsibility with our neighbour that has been successfully resolved in the past.

In the eleven years that the applicant has owned the property, not one complaint about our neighbours’ lifestyles and agricultural practices has emanated from this property. As mentioned in one letter, the complaints have all come from our neighbours, mostly documented in the agenda to the Tweed Shire Council meeting of March 15, 2000. We make this observation to suggest that the type of people we are likely to attract to our community will exhibit a quality of tolerance in their personalities.

2) Possible conflict with aerial spraying of fungicides, insecticides and fertiliser

Residents will be expected to respect the local farmers’ right to earn a living as long as all relevant government land and health regulations are adhered to. These are designed to
prevent aerial drift onto adjacent properties and into watercourses by, for example, limiting spraying to windless days.

The issue of drift of aerial sprays is independent of the development being residential in nature. A farmer earning a living from organic farming would object to losing his/her organic farming certification due to an aerial sprayer’s negligence. If an organic farming certification could be obtained, there ought to be no reasonable grounds on which our farming neighbours could object to organic farming being pursued. In this scenario, compensation from the aerial spraying contractor for lost livelihood could legitimately be pursued in court.

For the proposed development the risk is limited due to the large hilly and forested buffer between the dwelling sites and the property boundaries.

3) Further development of site and devaluation of farm properties

Various proposals about future development have been proposed. These would need to be considered separately by council at which point the relevant issues would be considered.

The mechanism whereby an approved rural landsharing community would devalue farms has not been formulated in any of the submissions. Farm prices in the area are determined by historic values and subdivision potential, limited at the moment.

Two adjacent small acreages with dwellings sold in the $450,000 range recently. If the subdivision potential changed back to the pre-2000 level (before which 2ha was subdivided off the present property), then farm values would increase enormously. Our rural landsharing community would then benefit by moving to community title along the lines of Crystal Waters community, providing an asset windfall for the shareholders of Gabalah.

4) Use of prime agricultural land for residential development

We have enormous respect for our neighbours’ perseverance in earning an income from mixed farming on the small lots available, in opposition to modern agribusiness and supermarket dictates. The property under consideration is heavily overgrown with Camphor Laurel and native timber. The property was overgrazed for many years prior to 1996, when all cattle were removed.

Even a cursory financial analysis shows that it would be uneconomic to remove the weed infestation and native timbers to return the property to pasture and small cropping. One environmental goal of the development is to collectively remove the weed infestation and replace it, where possible, with native vegetation. The goal is achievable with the input of a number of dedicated people with a stake in maintaining their land. The task for a single person would be prohibitively expensive and time-consuming with no conceivable economic benefit.

5) Historic neglect of land with respect to weed infestation

It is obvious that there has been an historic lack of weed control and land management. Most of the present regrowth occurred 1969 – 88, after much vegetation was burnt in the fire of December, 1968. Aerial photographs indicate that the forest boundaries have not advanced much since 1988. Lantana, easily removed, invaded much of the old isolated pasture area. Because our proposed community is environmentally oriented, we hope to reverse this historic neglect.
6) Potential of further neglect of land

Residents will have a stake in caring for their own land and applying sound land care management principles to the common land which accounts for 90% of the area of the property.

1) Environmental impact of land clearing, air pollution

Some land clearing around the proposed dwelling sites will be needed to satisfy rural fire services requirements. No large-scale land clearing is proposed, for example, to re-establish pasture. Re-vegetation will proceed by the selective removal of Camphor Laurel and their replacement by native species. Current environmentally sensitive practice is to chip the timber for mulch, although this is may be prohibitively expensive in large amounts. Some timber may be milled and after treatment, used for internal wall lining and building. The re-vegetation practices will depend on the resources and dedication of the shareholders.

7) Environmental impact of water usage

The author of one submission confessed that Hopkins Creek, the boundary of the property under consideration, is used for potable water in their household. At least some local farmers have supreme confidence that aerial spray does not drift into watercourses, and so, perhaps not into rainwater storage either, see objection 2).

Each dwelling in the development will operate off at least two domestic rainwater storage tanks, as is the case with the existing dwelling and most houses in the region. This is now a council requirement for firefighting purposes. The dam at the rear of the property is suitable for domestic gardening purposes. Over several years, dam water has been intermittently pumped to a concrete holding tank and gravity fed to lower parts of the property for small gardens.

If Hopkins Creek is flowing, it may be used in a fire-fighting emergency. No herds of stock will use Hopkins Creek for water.
If some members of Gabalah wish to have a small market garden, they would have to apply to the Department of Natural Resources for an irrigation licence to obtain water from Hopkins Creek as does any other member of the community using water for commercial purposes. It is unlikely produce from a garden watered from Hopkins Creek would get organic certification and so this scenario would be unattractive to prospective members of Gabalah.

A licence would have to be obtained to sink a bore, as some of our neighbours have done. This would be a future decision for the community to make.

8) Water supply problems

Experience has shown that the provision of two rainwater storage tanks is adequate for the domestic use of a family of 3-4 in the district. Further water savings can be achieved with a dry composting waste management system.

9) Environmental impact of waste disposal

The environmental impact of waste disposal is considered in the development application for each dwelling and is subject to stringent council and Department of Health guidelines. As Appendix 3 shows, households with a single Biolytix™ composting system would have beneficial environmental effects from grey water and sewerage.
10) Environmental impact of dogs and cats

No dogs and cats will be allowed on the property.

11) Environmental impact on flora and fauna

The property is severely degraded rural land. Some pockets of rainforest are regenerating up gullies in the rear of the property. Other gullies have heavy Camphor Laurel infestation. Native birds, wallabies, bandicoots, snakes (pythons, tiger snakes, brown snakes, rough-scaled snakes, tree snakes) and bush rats have been sighted at densities similar to surrounding farms. Feral populations of foxes, cats and dogs inhabit surrounding land. The environmentally sensitive intervention associated with human habitation as we propose is likely to have a beneficial effect on the local ecology, especially with the gradual removal of the Camphor infestation and replacement with native rainforest plants.

12) Extra pressure on the local rural fire service in an emergency

Each dwelling will have a dedicated firefighting water storage tank of at least 10,000 litres with the regulation Storz fitting as required by Tweed Shire Council building regulations. Each house will have a regulation firefighting pump. In the event of a fire emergency, shareholders will have the option of protecting their own dwellings with the regulation equipment and any mobile equipment that the community possesses. The community dam, water storage tanks and Hopkins Creek may also be used in an emergency if shareholders decide to protect their own property. However, the decision about using the compulsory firefighting equipment will depend on the risk assessment at the time. The property was last subject to an uncontrolled burn in 1968. The heavy Camphor infestation along Hopkins Creek Road could prevent late exits from the property and further up the valley. It is possible that in an extreme situation, the property would be abandoned in order to protect lives, in which case the local rural fire service would not be subject to any additional pressure.

13) Road access to land from Hopkins Creek Road

Hopkins Creek Road is a two lane bitumen road. The exit of the property on Hopkins Creek Road has clear vision for 130 m right to the bridge across Hopkins Creek and 150 m left to the cutting in Hopkins Creek Road. Except for vehicles travelling along Hopkins Creek Road at dangerously high speeds, no hazard would be created by vehicles entering or exiting the property.

14) Increased traffic along Hopkins Creek Road and Numinbah Road

Shareholders will be chosen on their commitment to principles of environmental sustainability. A core aspect of environmental responsibility is a limitation of car usage. Car pooling will be a feature of community cooperation. A school bus operates along Hopkins Creek Road. Although it is not feasible to regulate car usage, we would expect far fewer than 28 vehicle movements per weekday to and from the property.
15) Policy conflict between rural landsharing legislation and prohibition of rural subdivision of less than 40ha allotments.

This is a matter of state government policy. We are grateful for the NSW state government for retaining SEPP 15 legislation, facilitating the sharing of rural by community-minded people.

16) Noise impact: pumps, generators, cars, motor bikes, parties, chainsaws

Members of the community will also want to enjoy a tranquil environment balanced against the needs of landcare. The removal of Camphor Laurel trees will require the operation of chainsaws, but we would expect that this would be limited to weekdays 9am – 5pm for the benefit of community members.

Water may be pumped by diesel or petrol engines for agricultural purposes if allowed by the Department of Natural Resources. However, such practices are in line with the rural nature of the surrounding farmland.

Houses in the Front Village will have electric water pumps which can be sound insulated for the benefit of immediate neighbours. Other villages may use gravity fed water from tanks. Dwellings will not operate on electrical generators except possibly in emergencies.

17) No public transport and remoteness from services

A school bus stops at the entrance to the property on school days. The shop at Chillingham is an invigorating bicycle ride away indulged by some local landholders. Murwillumbah is 18km away by road. Car pooling will minimize trips and help those without motorized transport.

18) Few local employment opportunities

Expressions of interest in purchasing a share have come from people with many different backgrounds. Some have, or will have, independent financial resources. Others already have local employment and have been living in the district for many years or have grown up in the district.

19) Possibility of future conversion to community title and the resultant increase in allotment values

We look forward to the time when a conversion to community title is possible. The conversion would entail considerable development expense incurred by accurate surveying, road and infrastructure upgrades. Shareholders may not wish to proceed because of the outlay, but the benefit would be security of title and a financial windfall. Local landholders would also financially benefit from a change to subdivision policy. The goals of the development could still be attained with a change to community title with no further community and environmental impact.

20) Lack of plans for land ownership, occupying rights, environmental and community management

Appendix 1 exhibits a draft of the legal arrangements to address these issues
MAPS
See attachments

MAP 1 — CONTOUR MAP
MAP 2 — VEGETATION MAP
MAP 3 — AERIAL PHOTO + CONTOURS
MAP 4 — VEGETATION + CONTOURS
MAP 5 — VILLAGE LOCATION + CONTOURS
MAP 6 — VILLAGE LOCATION + AERIAL PHOTO
MAP 7 — VILLAGE LOCATION + VEGETATION
MAP 8 — FRONT VILLAGE + VEGETATION
MAP 9 — CUDGERIE VILLAGE + VEGETATION
MAP 10 — TOP VILLAGE + VEGETATION
MAP 11 — LAND USE
APPENDIX 1 — PROPOSED LEGAL STRUCTURE
DRAFT RULES OF GABALAH CO-OPERATIVE LTD

DEFINITIONS

1. In these rules, unless the context otherwise requires:

(i) “active member” means a member who is in active membership within the provisions of Rule 19;

(ii) “alter” or similar word or expression used in relation to a rule amendment includes add to, substitute and rescind;

(iii) “auditor” means an auditor or auditors for the time being of the co-operative appointed in accordance with Rule 85;

(iv) “banking account” includes an account with a credit union or building society registered, or authorised to operate, under the Financial Institutions (NSW) Code into which the co-operative’s monies may be paid;

(v) “business day” means a day that is not a Saturday or Sunday or a public holiday or bank holiday in New South Wales;

(vi) “by-law” means those decisions passed by two consecutive general meetings of the co-operative;

(vii) “CCU” means Co-operative Capital Unit issued in accordance with these rules;

(viii) “co-ordinator” means any director of the co-operative for the time being and any deputy co-ordinator acting in the absence of a nominating co-ordinator under Rule 76. The term “director” shall be interchangeable with the term “co-ordinator”;

(ix) “facilitator” means that person chairing a meeting of the co-operative;

(x) “financial year” means the financial year of the co-operative as specified in Rule 82;

(xi) “may” or a similar word or expression used in relation to a power of the board indicates that the power may be exercised or not exercised at the board’s discretion;

(xii) “member” means a member of the co-operative;

(xiii) “month” means a calendar month;

(xiv) “postal ballot” includes a special postal ballot;

(xv) “prescribed” means prescribed by the Act or under the Act by Regulation;
“provision” in relation to the Act, means words or other matter that form or forms part of the Act, and includes:

A. a chapter, part, division, subdivision, section, subsection, paragraph, subparagraph, sub-subparagraph or schedule of or to the Act; and

B. a section, clause, subclause, item, column, table or form of or in a schedule to the Act; and

C. the long title and any preamble to the Act;

“regulation” means a regulation made under the Act, and any regulation that applies to a co-operative by way of a transitional regulation made under the Act;

“relevant interest” has the same meaning as given in Schedule 2 of the Act;

“rules” means the registered rules of the co-operative as amended from time to time and reference to particular rules has a corresponding meaning;

“shall” or a similar word or expression used in relation to a power of the board indicates that the power must be exercised, subject to the Act or the rule granting the power;

“share” means share in the capital of the co-operative;

“special resolution” means a resolution which is passed in accordance with Rule 61;

“the Act” means the Co-operatives Act 1992;

“the board” means the whole or any number of the co-ordinators (directors) assembled at a meeting of the co-ordinators (directors), being not less than a quorum or a majority, as the case may be;

“the co-operative” means Gabalah Co-operative Ltd;

“the Law” means the Corporations Law;

“the Registrar” means the Registrar of Co-operatives or any person delegated the Registrar’s functions;

“the secretary” means any person appointed by the general meeting as secretary of the co-operative pursuant to Rule 80;

“the State” means the State of New South Wales;

“writing” includes printing, typing, lithography and other modes of representing or reproducing words in a visible form and “written” has a corresponding meaning;

Words importing one gender include the other genders;
(xxxii) Words importing persons include corporations;

(xxxiii) Words or expressions used have the same meaning as those given to them by the Act;

(xxxiv) Words in the singular include the plural, and vice versa.

**DEFINITIONS - INTERPRETATION PROVISIONS**

2.

a. A reference in these rules to “the Act” includes a reference to:

(i) the Act as originally enacted, and as amended from time to time since its original enactment; and

(ii) if the Act has been repealed since the inclusion of the reference in these rules - the legislation enacted in substitution of the Act (whether legislation of the State or Federal parliament) and as amended from time to time since its enactment;

b. A reference in these rules to a provision in the “the Act” includes a reference to:

(i) the provision as originally enacted, and as amended from time to time since the original enactment;

(ii) if the provision has been omitted and re-enacted (with or without modification) since the enactment of the reference - the provision as re-enacted and as amended from time to time since its re-enactment; and

(iii) if the provision has been omitted and replaced with a new provision dealing with the same area of law or procedure - the new provision as enacted and as amended from time to time since its enactment.

c. (i) In the interpretation of a rule, or paragraph of a rule, the interpretation that will best achieve the purpose of the rule is to be preferred to any other interpretation.

(ii) This provision applies whether or not the purpose is expressly stated in the rule or paragraph of the rule.

d. In these rules, unless the context indicates a contrary intention, headings are for convenience and do not affect interpretation.
FORMATION OF CO-OPERATIVE

RULES

3.

a. The rules of the co-operative have the effect of a contract under seal:

(i) between the co-operative and each member;

(ii) between the co-operative and each co-ordinator, the secretary of the co-operative and officers of the co-operative; and

(iii) between a member and each other member.

Under the contract, each of those persons agrees to observe and perform the provisions of the rules as in force for the time being so far as those provisions are applicable to that person.

b. (i) A person shall be entitled on demand to a copy of the rules upon payment of a sum not exceeding $10, or such other amount as the general meeting may from time to time determine.

(ii) A person may inspect a copy of these rules free of charge at the office where the registers are kept, during all reasonable hours.

NON-TRADING CO-OPERATIVE

4.

The co-operative is a non-trading co-operative within the meaning of Section 15 of the Act.

RIGHTS ATTACHING TO LICENCES GRANTED BY THE CO-OPERATIVE TO OCCUPY LAND.

5.

a. After decision by the co-operative at a general meeting, the board may, in writing, grant a licence to any member to occupy a designated portion of land owned, managed or leased by the co-operative but no licence shall be deemed to be a lease or to give to the member any proprietary or other rights in the land except to the extent specified in the written terms of the licence.

b. Where the board grants a licence permitting a member to occupy a designated portion of land owned, managed or leased by the co-operative, the terms of any licence shall
be read in conjunction with these rules. In the event of any inconsistency, the rules of
the co-operative shall prevail to the extent permitted by law.

c. Where the board grants a licence pursuant to paragraph a. of this rule, a member shall
not transfer the licence to another member or person without the written consent of
the board.

d. A licence granted pursuant to paragraph a. shall not be attached to any shares held by
a member and approval to transfer shares pursuant to Rule 41 does not imply approval
to transfer a licence held by a member.

e. Should a person’s membership of the co-operative cease (in accordance with Rule
49), any license granted by the co-operative to occupy land shall also cease, effective
from the date of occurrence, if any, of the contingencies referred to in Rule 49

f. The co-operative may, by decision made at a general meeting, terminate the licence of
any member to occupy the co-operative’s lands or any part thereof.

RULE ALTERATIONS

6.

a. The rules may be altered by a special resolution at a general meeting or as otherwise
permitted by the Act. No alteration to these rules takes effect until the alteration is
registered by the Registrar.

b. Where any rule is altered, the co-operative must cause the alteration to be notified, in
writing, to members as soon as practicable after the alteration is registered and, in
any event, not later than the date on which notice is given to the members of the next
annual general meeting of the co-operative, following the registration of the
alteration.

NAME

7.

a. The name of the co-operative shall be Gabalah Co-operative Ltd.

b. The co-operative may, in accordance with Section 259 of the Act, change its name by
way of a special resolution to a name approved of by the Registrar.
REGISTERED OFFICE

8.

a. The registered office of the co-operative shall be at ‘Gabalah’, 74 Hopkins Creek Road, Chillingham, NSW 2484.

b. The board shall notify the Registrar of any change of address of the registered office of the co-operative within 28 days after the change, and on the form approved by the Registrar.

c. The co-operative must cause a notice to be conspicuously and publicly displayed at the premises of registered office which states the name of the co-operative and identifies the premises as its registered office.

NOTIFICATION OF OFFICE ADDRESS AT WHICH REGISTERS ARE KEPT

9.

If the registers required by Section 249(1) of the Act to be kept by the co-operative are not kept at the registered office, the co-operative must lodge with the Registrar a notice of the address at which the register is kept within 28 days after the register is:

(i) established at an office which is not the co-operative’s registered office; or

(ii) moved from one office to another.

OBJECTS

10.

The objects of the co-operative shall be:

(i) to manage the land owned, managed or leased by the co-operative in a manner consistent with the ideals of environmental responsibility, social harmony and economic independence which are to be sought via a form of co-operative organisation;

(ii) to facilitate the establishment and development of a multiple occupancy conceived as an intentional, rural-based community, comprising co-operative members and their immediate family, located on property/ies owned, leased or managed by the co-operative;
(iii) to regulate, organise and conduct the affairs of the co-operative using communal decision-making system based on a commitment to the principle of non-hierarchical, participatory democracy;

(iv) to protect and enhance the conservation values of the land owned, managed or leased by the co-operative;

(v) to plan and establish settlement on the land in accord with the aspirations for:
   A. low-cost, low-impact dwellings;
   B. the establishment of village clusters located in previously cleared land;
   C. the utilisation of renewable resources and natural energy systems;
   D. the adoption of sustainable approaches to agriculture and horticulture, e.g. permaculture, organic farming;
   E. the attainment of economic self-sufficiency/reliance for members and the co-operative;

(vi) to create a cultural and aesthetic environment that encourages co-operative members and their immediate family to:
   A. develop and express their creative, artistic and productive capacities;
   B. be socially engaged within and outside Gabalah Community;
   C. enhance their personal, social, educational, economic and spiritual interests in a manner consistent with the philosophies of the co-operative, i.e. environmental responsibility, social harmony and economic independence;

(vii) to promote co-operative and supportive relationships with other intentional communities and organisations sharing similar aspirations;

(viii) to maintain co-operative relationships with the outside community in surrounding areas, and to espouse and promote the co-operative’s interests and values in the wider community;

(ix) to acquire further land, or provide other support, in order to protect natural environments &/or to assist the formation of other communities with similar objects to Gabalah Co-operative Ltd;

(x) to undertake other activities that may be deemed by the co-operative to serve the objects listed above.
LEGAL CAPACITY & POWERS OF THE CO-OPERATIVE

POWERS

11.

a. The co-operative shall have, both within and outside the State, the legal capacity of a natural person and have all the powers allowed by or under the Act, including but not limited to the taking of deposits pursuant to Section 263A of the Act.

b. The powers of the co-operative to:

   (i) obtain financial accommodation; and

   (ii) give security for the repayment of money, shall be exercised subject to the Act, but otherwise unlimited by the rules.

POWER TO FORM COMPANIES, ENTER JOINT VENTURES ETC

12.

Without limiting the provisions of Rule 11, and subject to the provisions of the Law, the co-operative has power:

   (i) to form or participate in the formation of a body corporate or unit trust;

   (ii) to acquire interests in and sell or otherwise dispose of interests in bodies corporate, unit trusts and joint ventures; and

   (iii) to form or enter into a partnership, joint venture or other association with other persons or bodies, in furtherance of the co-operative’s primary activity.

LOANS BY MEMBERS TO THE CO-OPERATIVE

13.

a. The co-operative may, in accordance with Section 268 of the Act, require its members to lend money to the co-operative, with or without security, in accordance with a proposal approved by the members by special resolution.

b. The approved proposal shall be binding on all members at the date of the passing of the special resolution, other than a member who has given notice of their intention to cease active membership in accordance with Section 268(3)(c) of the Act, and on all
persons who become members of the co-operative after that date and before the total amount of the loan to be raised has been raised.

DEALINGS OF MEMBERS WITH CO-OPERATIVES

14.

a. The co-operative may, in accordance with Section 78 of the Act, make a contract with a member requiring the member to have specified dealings with the co-operative for a fixed period.

b. The provisions of the contract may require a member:

(i) to sell products or provide services through or to the co-operative; or

(ii) to obtain supplies or services through or from the co-operative; or

(iii) to pay to the co-operative specified sums as liquidated damages for any failure to comply with a requirement authorised by this rule.

c. The sum, if any, specified as liquidated damages is to be considered as a debt due to the co-operative and in respect of such debt, the co-operative has, pursuant to Section 80 of the Act, a charge on each of the following:

(i) the share or interest in the capital and the credit balance and deposits of the member or past member;

(ii) any entry and periodic fees required to be repaid to a member when the member ceases to be a member.

The charge created pursuant to Section 80 of the Act shall be enforced in accordance with that section.

d. Nothing in this rule shall be interpreted as restricting the powers of the co-operative to enter into contracts with a member or members other than pursuant to the provisions of this rule.

BY-LAWS

15.

a. The co-operative shall have the power to make by-laws not inconsistent with the Act, the Regulations and the rules or any statute or legislation in force relating to any of the following:
(i) the conduct of members, visitors and other people on land owned, leased or managed by the co-operative;

(ii) the operations of the co-operative;

(iii) procedure for payment and collection of membership subscriptions, maintenance payments, residential levies and other fees;

(iv) the procedures for determination of disputes between members, visitors and other people on land or other property owned, leased or managed by the co-operative;

(v) the procedures for determination of disputes concerning the rights relating to licences granted by the co-operative for occupancy by a member on the co-operative’s land or land managed or leased by the co-operative;

(vi) such other matters as the co-operative may deem necessary.

b. To become a by-law a resolution has to be passed by two (2) General Meetings.

c. A member shall conform to and observe all by-laws made from time to time by the co-operative under this rule.

d. A breach of a by-law by a member or any other person shall be deemed to be an infringement of the rules.

e. For the purpose of this rule:

(i) the power to make a by-law means the power to alter, substitute and rescind a by-law;

(ii) the substitution, alteration or rescission of a by-law does not affect:

A. the previous operation of the by-law or anything suffered or done or commenced under the by-law;

B. any right, privilege, obligation or liability acquired, accrued or incurred under a by-law;

C. any penalty or fine incurred in respect of a breach of a by-law;

D. any penalty or remedy in respect of any such right, privilege, obligation, liability or penalty, and any such penalty or fine that may be instituted, continued or enforced, as if the by-law had not been substituted, altered or rescinded; and

E. any such penalty or fine that may be imposed and enforced and any such proceeding or remedy that may be instituted, continued or enforced, as if the by-law had not been substituted, altered or rescinded.
SEAL

16.

a. The co-operative shall, as required by Section 258(1)(a) of the Act, have the name of the co-operative appear in legible characters on its Common Seal, and the Australian Registry Body Number of the co-operative if required under the Law. The Common Seal shall be kept at the registered office in such custody as the co-operative shall direct.

b. The Common Seal of the co-operative shall not be affixed to any instrument except by resolution of the board. Two co-ordinators and the secretary must be present and must sign all instruments sealed while they are present. The board may appoint a person other than the secretary to perform this function.

CO-OPERATIVE MAY AUTHORISE AGENT OR ATTORNEY TO EXECUTE DEEDS

17.

a. The co-operative may, by writing under its Common Seal, empower its agent or attorney (either generally or in respect of a specified matter or specified matters) to execute deeds on its behalf.

b. A deed signed by such an agent or attorney on behalf of the co-operative and under the agent’s or attorney’s seal, or under the appropriate official seal of the co-operative, binds the co-operative and has effect as if it were under the Common Seal of the co-operative.

c. The authority of such an agent or attorney, as between the co-operative and a person dealing with the agent or attorney, continues during the period (if any) mentioned in the instrument conferring the authority or, if no period is so mentioned, until notice of the revocation or termination of the agent’s or attorney’s authority has been given to the person dealing with the agent or attorney.

CUSTODY AND INSPECTION OF RECORDS AND REGISTERS

18.

a. The co-operative must have at the office where the registers are kept and available during all reasonable hours for inspection by any member free of charge the following:
(i) a copy of the Act and the Regulations;
(ii) a copy of the Rules of the co-operative;
(iii) a copy of the minutes of each general meeting of the co-operative;
(iv) a copy of the last annual report of the co-operative under Section 252 of the Act;
(v) the register of co-ordinators, members and shares;
(vi) the register of names of persons who have given loans or deposits to or hold securities or debentures given or issued by the co-operative;
(vii) such other registers as the regulation provides are to be open for inspection.

b. A member is entitled to make a copy of entries in a register specified in subsection (a) and to do so at their own cost (for photocopying).

c. The co-operative must have at the place where the registers are kept and available during all reasonable hours for inspection by any person:

(i) a copy of the Act and Regulation;
(ii) a copy of the rules of the co-operative;
(iii) a copy of the last annual report of the co-operative under Section 252 of the Act.

MEMBERSHIP & SHARES

ACTIVE MEMBERSHIP PROVISION

19.

In accordance with Part 6 of the Act:

(i) the creation of a community of resident members who establish an environmentally and socially responsible rural settlement at Gabalah is the primary activity of the co-operative; and

(ii) a member shall:

A. pay an annual subscription of not less than $10, or such greater sum as a general meeting may determine, in accordance with Rule 23; and
B. reside on the land for at least one month during a thirty-six (36) month period,
in order to establish active membership of the co-operative.

FORFEITURES AND CANCELLATIONS RELATING TO INACTIVE MEMBERS

20. The board shall, after giving notice in accordance with Section 132 of the Act, declare
the membership of a member cancelled if:

   (i) the whereabouts of the member are not presently known to the co-operative
       and have not been known to the co-operative for a continuous period of at least
       3 years before the date of cancellation; or

   (ii) the member is not presently an active member and has not been an active
        member at any time during the past 3 years immediately before the date of
        cancellation.

b. The board is to declare the shares of a member forfeited at the same time as the
   membership is cancelled and the amounts due in respect of that cancellation and
   forfeiture shall be dealt with and repaid in accordance with Sections 134 - 136
   (inclusive) of the Act.

c. The co-operative shall, in a form approved of by the Registrar, keep a register of
   memberships cancelled pursuant to paragraph (a) of this rule, which shall specify the
   particulars prescribed in Clause 6 of Schedule 1 of the Co-operatives Regulation
   1997.

d. The board shall not be required to give notice, under this rule, if the member’s
   whereabouts are unknown to the co-operative and the amount required to be repaid
   to the member in respect of the cancelled membership (whether by reason of the
   cancellation of share or otherwise) does not exceed $50.

QUALIFICATIONS FOR MEMBERSHIP

21. All members must be eighteen (18) years of age or over.

b. Every member shall hold one fully paid share.
c. A person is not qualified to be admitted to membership of the co-operative unless the co-operative has reasonable grounds for believing that the person will be an active member under Rule 19.

d. A person does not gain membership of the co-operative until they have paid the full cost of the share allocated to them and entry fees and periodic fees.

**APPLICANTS FOR MEMBERSHIP TO BE GIVEN NOTICE OF ENTRY AND PERIODIC FEES**

22. The co-operative must supply, with each application for membership, a written notice of any intending or prescribed entry or periodic fees that a person will be liable to pay on becoming a member of the co-operative.

**ANNUAL SUBSCRIPTION**

23. a. Members are required to pay an annual subscription which shall:

   (i) be in addition to any other charges payable under the rules;

   (ii) be determined by the general meeting from time to time;

   (iii) be payable within the period set by a general meeting; and

   (iv) be not less than $10 but not exceed $300 in any financial year.

b. Members may, on the grounds of severe financial hardship, apply to a general meeting for a reduction of the amount of the annual subscription or for an extension of time to pay the annual subscription.

c. Members who do not pay any subscription determined under this rule within the period set by a general meeting or an extension of time granted by a general meeting, shall be an inactive member.
ANNUAL MAINTENANCE PAYMENT (RESIDENT & OTHER LEVIES)

24.
   a. In addition to the annual subscription, the co-operative shall determine, based on the estimated maintenance budget, the annual maintenance payment to be paid by members.
   
   b. The maximum amount of such maintenance payment shall not exceed the sum of $30 per week per resident member. Such payment may be made annually in advance or weekly in advance.
   
   c. A general meeting of the co-operative shall have the power to vary the weekly maintenance payments at its discretion within the maximum amount set out in b. above.
   
   d. For the purposes of this rule, members liable to pay the maintenance payment shall be:
      
      (i) all members who have been granted a licence to occupy co-operative lands, whether permanently resident on the land or not.
      
      (ii) all long-term visitors to the co-operative lands;

APPLICATION FOR MEMBERSHIP AND SHARES

25.
   a. The board must provide each person intending to become a member of the co-operative with:
      
      (i) a consolidated and up-to-date copy of the Rules of the co-operative; and
      
      (ii) a copy of all special resolutions applicable to the member passed by the members of the co-operative, except special resolutions providing for an alteration of the rules of the co-operative; and
      
      (iii) a copy of the last annual report of the co-operative under Section 252 of the Act; and
      
      (iv) any other relevant information concerning the financial position and prospects of the co-operative if there has been a significant change since the date of the last annual report.
   
   b. The board may comply with Rule 25. a. by:
(i) giving the person intending to become a member notice that the documents to
inthat sub-rule may be inspected by that person at the registered office of the
co-operative; and

(ii) making those documents available for inspection.

c. Applications for membership, shares or additional shares shall be lodged at the
registered office.

d. Every application shall be considered by a general meeting. If the general meeting
approves of the application, the board shall allot the shares applied for after they have
been fully paid. The applicant’s name together with the number of shares allocated,
date of allotment and any other information required by or under the Act shall be
entered in the register of members. The applicant shall be notified in writing of the
allotment and of the entry in the register and shall then be entitled to the privileges
attaching to membership.

e. The general meeting may, at its discretion, refuse any application for membership or
shares and need assign no reasons for such refusal.

f. In considering an application for membership pursuant to this rule, the general
meeting must ensure that a person who is not qualified for membership of the co-
operative under Rule 21 is not admitted as a member.

g. A non-refundable membership joining (entry) fee for new members not exceeding
$20,000 may be determined by a general meeting.

MEMBERS OF THE CO-OPERATIVE

26.

The members of the co-operative are:

(i) those persons who signed the application for registration of the co-operative;
and

(ii) those persons admitted to membership in accordance with Rule 25.

(iii) those persons who become members by:

A. a transfer of engagements to the co-operative; or

B. a scheme of arrangement; or

C. operation of law; or

D. a transfer of shares under Rule 41.
**CAPITAL AND SHARES**

27.

a. The capital of the co-operative shall be raised by the issue of shares which shall be of one class, all ranking equally and be of nominal value of $40,000 each.

b. The capital shall vary in amount according to the value of shares from time to time subscribed.

c. A share is not to be allotted until it has been fully paid. A share cannot be issued at a discount.

d. No member shall hold, or have a relevant interest in, more than 20% of the nominal value of issued share capital of the co-operative, except in accordance with Section 289 of the Act.

e. Share of the co-operative shall not be quoted for sale or purchase at any stock exchange or in any other public manner whatever, within the meaning of the Income Tax Assessment Act 1936 (Commonwealth of Australia).

**MINIMUM SHAREHOLDING**

28.

Every member shall, on admission to membership of the co-operative, hold at least 1 share.

**SHARES TO BE FORFEITED TO REMEDY CONTRAVENTION OF MAXIMUM LEVEL OF SHARE INTEREST**

29.

a. Where a person (whether or not a member of the co-operative) contravenes Rule 27.d., the board shall declare to be forfeited sufficient number of the shares in which the person has a relevant interest to remedy the contravention.

b. The shares to be forfeited pursuant to this rule are:

   (i) the shares nominated by the person for the purpose; or

   (ii) in the absence of such nomination - the shares in which the person has had a relevant interest for the shortest time.
c. A declaration of the board that shares are forfeited operates to forfeit the shares concerned.

d. The provisions of Sections 134 - 136 (inclusive) of the Act shall apply to and in respect of shares forfeited under this rule as if the shares had been forfeited under Rule 20.

**NOTICE TO BE GIVEN OF SUBSTANTIAL SHARE INTEREST AND SUBSTANTIAL CHANGE OF SHARE INTEREST**

30.

a. A person must give notice in writing to the co-operative within 5 business days after becoming aware that the person has a substantial share interest in the co-operative.

b. A person who has a substantial share interest in the co-operative must give notice in writing to the co-operative within 5 business days after becoming aware that a substantial change has occurred in that interest.

c. A person who has ceased to have a substantial share interest in the co-operative must give notice in writing to the co-operative within 5 business days after becoming aware that the person has ceased to have that interest.

d. For the purposes of this rule:

   (i) A person has a substantial share interest in the co-operative if the nominal value of the shares in which the person has a relevant interest represents 5% or more of the nominal value of the issued share capital of the co-operative.

   (ii) A substantial change takes place in a person’s share interest in the co-operative if there is an increase or decrease in the number of shares in which the person has a relevant interest and the increase or decrease represents at least 1% of the nominal value of the issued share capital of the co-operative.

   (iii) “Notice” means a notice in the form approved by the Registrar, specifying the particulars prescribed by the Co-operatives Regulation 1997.

**REGISTER OF NOTIFIABLE INTERESTS**

31.

a. The co-operative is to keep a register of notifiable interests, which is to be entered in alphabetical order, of the names of person from whom the co-operative has received a
notification under Rules 30 and 36 together with the information contained in the notification.

b. The register kept for the purpose of this rule shall be open for inspection:

(i) by any member, free of charge; and

(ii) by any other person on the payment of a fee of $25.

**PURCHASE OF MEMBERS’ SHARES**

32.

a. Subject to Section 172 of the Act, the co-operative may:

(i) purchase any share of a member at the request of the member; and

(ii) repay to a member, with the member’s consent, the whole or any part of the amount paid up on any share held by the member when the sum repaid is not required for the activities of the co-operative.

b. The co-operative shall cancel any share purchased or re-paid in full by the co-operative.

c. The co-operative shall not, in any financial year, re-purchase shares or re-pay the amount paid up on shares, or both, if the amount to be paid by the co-operative exceeds the sum of:

(i) 5% of the nominal value of the issued share capital of the co-operative immediately before the commencement of that financial year; and

(ii) the amount of any additional share capital of the co-operative subscribed for during that year,

unless exempted by written order of the Co-operatives Council, either unconditionally or subject to conditions.

d. The amount paid for a share when it is repurchased may be an amount determined by a general meeting of the co-operative which is less than the nominal value of the share if the books of the co-operative disclose that the amount paid is the net shareholder’s equity per share in the undertaking of the co-operative.

e. Section 172 of the Act does not apply to any member who has been expelled or had his/her membership cancelled under Part 6 of the Act.

f. The general meeting of the co-operative must not agree to repurchase shares or repay amounts paid up on shares if:
(i) the repurchase or repayment is likely to cause the co-operative to become insolvent, or

(ii) the co-operative is insolvent.

g. If the general meeting of the co-operative is of the opinion that to pay the purchase price would adversely affect the financial position of the co-operative it can:

(i) if it is a deposit-taking co-operative, apply the amount as an interest bearing deposit by the member with the co-operative, or

(ii) allot or issue debentures or CCUs of the co-operative to the member in satisfaction of the amount.

h. A deposit, debenture, or CCU issued pursuant to Rule 32. g. shall:

(i) bear interest during any period in accordance with Section 173 of the Act; and

(ii) be repaid to the member as soon as, in the co-operative’s opinion, such repayment would not adversely affect the financial position of the co-operative and in any case within 10 years or such lesser period as the co-operative may determine.

LIABILITY OF MEMBERS TO THE CO-OPERATIVE

33.

a. A member shall, in accordance with Section 76 of the Act, be liable to the co-operative for the amount, if any, unpaid on the shares held by that member, together with any charges, including entry and periodic fees, payable by the member to the co-operative as required by these rules.

b. On the death of a member, the member’s estate is subject to the same liability as the member would have been until the member’s personal representative or some other person is registered in the member’s place.

c. The joint holders of a share shall be jointly and severally liable in respect of any such amount unpaid on shares and to any such charges referred to in Rule 33. a.

d. Should the co-operative incur any liability, financially or otherwise, arising out of a member’s breach or failure to comply with Federal, State or Local Government law, ordinance, regulation or requirement, such member shall fully indemnify the co-operative in respect of any such liability.
e. Any liability shall be deemed to be a debt due by the member to the co-operative from the member in the manner provided by Rule 40. or in a court of competent jurisdiction.

**VOTING RIGHTS**

34.

a. An active member of the co-operative shall have one vote only in respect of any proposal, question or motion arising at a general meeting or any other meeting of the co-operative.

b. A member’s right to vote is a personal right and is not attached to, or conferred by, any share held by the member in the co-operative.

c. In the case of joint ownership of a share, the joint owners shall be deemed to comprise one (1) member only and shall have one (1) vote only between them. That vote may only be exercised (subject to the grant of power of attorney) by the joint member whose name appears first in the register of members.

d. A person is not entitled to exercise, as the representative of a body corporate, the power of a body corporate member of the co-operative to vote if the person has the power as the representative of another body corporate member of the co-operative.

e. (i) A person must not directly or indirectly control the right to vote of a member.

(ii) If a person controls the exercise of the right to vote of a member at a meeting of the co-operative:

A. the vote of that member, and

B. the vote of that person, if that person is a member, are invalid.

f. Nothing in Rule 34.e. prevents the exercise of a vote by means of power of attorney.

g. There shall be no voting by proxy.
EFFECT OF RELEVANT SHARE AND VOTING INTEREST ON VOTING RIGHTS

35.  
   a. A member is not entitled to vote if another person (whether or not a member of the co-operative) has a relevant interest in any share held by the member or in the right to vote of the member.  
   b. A member who is not entitled to vote because of this rule, may apply to the Co-operatives Council for a review of the matter.  
   c. Where the Co-operatives Council orders that the member is entitled to vote, the member’s right to vote shall be restored.

NOTICE TO BE GIVEN OF VOTING INTEREST

36.  
   a. A person (whether or not a member of the co-operative) must give notice in writing to the co-operative within five (5) business days of becoming aware that the person has, or has ceased to have, a relevant interest in the right to vote of a member in the co-operative.  
   b. For the purposes of this rule, “notice” means a notice which contains the prescribed particulars as set out in Clause 24 of the Co-operatives Regulation 1997.

RESTRICTION ON VOTING ENTITLEMENT UNDER POWER OF ATTORNEY

37.  

A person is not entitled to exercise a member’s right to vote under a power of attorney, if that person has a power of attorney to vote in respect of another member.

CERTIFICATE OF SHARES

38.  
   a. Every person whose name is entered as a member in the register of members shall be given, after application and without payment, a certificate under the seal of the co-
operative specifying the shares held by the person and the amount paid up on those shares.

b. Where shares are held jointly by several persons, the co-operative shall not be bound to issue more than one certificate, and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

c. If a share certificate is defaced, lost or destroyed a duplicate may be issued by the co-operative at a cost of $20, on such terms as to evidence and indemnity as the general meeting thinks fit.

FORFEITED SHARES

39.

a. A person whose shares have been forfeited pursuant to these rules shall cease to be a member in respect of the forfeited shares. However, that person shall remain liable to pay to the co-operative all monies which (as at the date of forfeiture) were payable by the person to the co-operative in the respect of the shares, in addition to the calls in default.

b. A statutory declaration in writing by a co-ordinator of the co-operative stating that a share in the co-operative has been forfeited on a date stated in the declaration, shall be conclusive evidence of the fact as against all persons claiming to be entitled to the share.

c. The co-operative shall, pursuant to Section 80 of the Act have a charge upon the paid up amounts of the forfeited shares and may appropriate those amounts pursuant to paragraph b. of that section.

SALE OF SHARES BY THE CO-OPERATIVE TO RECOUP DEBTS OWED TO THE CO-OPERATIVE BY A MEMBER

40.

a. The co-operative may sell, in such manner as a general meeting thinks fit, all or any shares on which the co-operative has a charge, pursuant to Section 80 of the Act. However, no sale shall be made unless a sum in respect of which the charge exists is payable at the date of the sale. Also no sale shall be made until the expiration of fourteen (14) days after a notice in writing (stating and demanding payment of, such part of the amount in respect of which the charge exists as is payable at the date when the notice is given) has been give to the registered holder of the share or the person entitled to it by reason of death or bankruptcy. The notice shall indicate that upon failure to make payment of the sum demanded within the time stipulated the shares will be sold by the co-operative.
b. From the proceeds of any such sale the co-operative may deduct the expenses, if any, associated with the sale and may apply the balance to reduce the liability of the member. However, if a surplus remains after such deduction the surplus shall be payable to the member whose shares were sold.

c. For giving effect to any such sale, the co-operative may authorise a person to transfer the shares sold to the purchaser.

**TRANSFER AND TRANSMISSION OF SHARES**

41.  

a. The instrument of transfer of any share shall be executed by or on behalf of the transferor and the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members.

b. Shares shall be transferred in a form which the co-operative, at a general meeting, shall approve.

c. A share may not be sold or transferred except:

   (i) with the consent of a general meeting, and to a person who is qualified to be admitted to membership of the co-operative under Rules 19 and 21; or

   (ii) as otherwise provided by these rules or the Act.

d. The co-operative may decline to register any transfer of shares to a person not qualified to be a member under Rule 21. The co-operative may also decline to register any transfer of shares on which the co-operative has a lien or charge. If the co-operative refuses to register a transfer of shares it shall send notice of the refusal to the transferee within 2 weeks after the date on which the co-operative declined to register the transfer.

e. The general meeting of the co-operative shall not consent to the sale or transfer of shares to a person in contravention of Rule 27.d.

f. The co-operative may decline to recognise any instrument of transfer unless the instrument of transfer is accompanied by the certificate (if any) of the shares to which it relates, and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer.

g. The board shall have a record of all transfers made in the proper books of the co-operative.

h. The board may suspend the registration of transfers during the fourteen (14) days immediately preceding the annual general meeting in each year.
EFFECT OF SALE, TRANSFER OR DISPOSAL OF SHARES

42. A member who has sold or transferred or disposed of the beneficial interest in, that member’s shares, or has agreed to do any of those things, is not entitled to vote at any meeting of the co-operative.

DEATH OF MEMBER

43.

a. Shares in the co-operative cannot be transferred to another person through inheritance, except to partners or children (18 years or over) of the deceased member provided that membership requirements have been satisfied by the inheriting person/s.

b. In cases where there is no inheriting partner or child, on the death of a member, the co-operative shall purchase the member’s share, paying to the executor or administrator of the deceased member’s estate, the share capital plus any other monies deemed owing.

REGISTRATION OF OFFICIAL TRUSTEE IN BANKRUPTCY

44.

a. Where a member is declared bankrupt, the Official Trustee in Bankruptcy may be registered as the holder of the share held by the bankrupt member.

b. The co-operative may register the Official Trustee in Bankruptcy as the holder of a share in which a bankrupt member has an entitlement in equity, with the consent of the holder of the share.

REGISTRATION AS ADMINISTRATOR OF ESTATE ON INCAPACITY OF MEMBER

45. A person appointed under law of a State or Territory to administer the estate of another person who, through mental or physical infirmity, is incapable of managing their
affairs, may be registered as the holder of a share held by the incapable person whose estate the appointed person is administering.

**ENTITLEMENTS AND LIABILITIES OF PERSON REGISTERED AS TRUSTEE, ADMINISTRATOR, ETC**

46.  

a. A person is not entitled to a share by reason of the death, bankruptcy or the incapacity of the holder. However, they are entitled to a refund of share monies entitled to them after any monies owed to the co-operative by the previous member have been deducted.

b. A person registered pursuant to Rules 43, 44 and 45 is, while so registered, subject to the same liabilities in respect of the share as those to which that person would have been subject if the share had remained, or had been registered in the name of the deceased person, the incapable person or the bankrupt person.

**EXPULSION OF MEMBERS**

47.  

a. A member may be expelled from the co-operative by special resolution at a general meeting of the co-operative to the effect:

(i) that the member has failed to discharge the member’s obligations to the co-operative, whether prescribed by these rules or arising out of any contract; or

(ii) that the member has been found guilty of conduct detrimental to the co-operative, in particular, breaking the Rules or By-laws.

b. In either case, written notice of the proposed resolution shall be forwarded to the member not less than twenty one (21) days before the date of the meeting at which the special resolution is to be moved and the member shall be given a reasonable opportunity of being heard at the meeting.

c. The shares of any member expelled shall be cancelled as at the date of expulsion and the cancellation shall be noted in the register of shares.

d. Expulsion of a member shall not be effective until the special resolution expelling the member is registered.
**REPAYMENT OF EXPELLED MEMBERS’ SHARE CAPITAL**

48.

a. Subject to paragraph b. of this rule, the co-operative shall pay to the expelled member, the amount of capital paid up on the member’s shares at the time of expulsion (less any amount owing by the member to the co-operative).

b. For the purpose of this rule “deficiency” shall mean the amount of accumulated loss or deficiency disclosed in the last preceding balance sheet of the co-operative. Where such a deficiency exists an appropriate proportion of the loss or deficiency must me deducted from the amount of capital paid up on the shares of the expelled member. This shall be done having regard to the number of such shares in relation to the number of shares in the co-operative.

c. Payment to the expelled member shall be made at such time as shall be determined by the co-operative in its discretion but not later than twelve (12) months from the date of expulsion.

d. An expelled member shall not be re-admitted as a member unless such re-admission is approved by special resolution at a general meeting of the co-operative. A member so re-admitted shall not have the shares restored which were cancelled on the member’s expulsion.

**CEASING MEMBERSHIP**

49.

A person shall cease to be a member in any of the following circumstances:

(i) if the member’s membership is cancelled under Rule 20;

(ii) if the member is expelled in accordance with Rule 47;

(iii) if the member becomes bankrupt or becomes subject to control under the law relating to bankruptcy, unless decided otherwise by a general meeting;

(iv) on the death of the member;

(v) if the contract of membership is rescinded on the ground of misrepresentation or mistake;

(vi) if the member’s share is transferred to another person and the transferee is registered as the holder of the share in accordance with these rules;

(vii) if the member’s share is forfeited in accordance with the provisions of the Act or the provisions of these rules (other than a forfeiture) to remedy a
contravention of Rule 27 d. (including a member holding more than twenty per cent (20%) of the shares in the co-operative);

(viii) if the member’s share is purchased by the co-operative in accordance with Rule 29; and

(ix) if the amount paid up on the member’s share is repaid to the member in accordance with the provisions of these rules.

GENERAL MEETINGS & DECISION-MAKING PROCEDURE

ANNUAL GENERAL MEETINGS

50.

a. A general meeting of the co-operative to be known as the “annual general meeting” shall, as provided in Section 198 of the Act, be held each year on a date and time determined by the board as long as it is within five (5) months after the close of the financial year of the co-operative, or within such further time as may be allowed by the Registrar.

b. All general meetings of the co-operative, other than the annual general meeting shall be special general meetings.

c. If an annual general meeting is not held in accordance with paragraph a. of this rule, the members may, in accordance with Section 202 of the Act and Rule 52, requisition such a meeting.

d. All general meetings of the co-operative will be held on land owned by the co-operative while it holds the title to the land.

CONVENING GENERAL MEETINGS

51.

The board may, whenever it thinks fit, convene a special general meeting of the co-operative.
REQUISITION OF GENERAL MEETINGS

52.

a. The board must convene a general meeting of the co-operative on the requisition in writing by active members who together are able to cast at least 10% of the total number of votes to be cast at a meeting of the co-operative.

b. The requisition must:

(i) state the objects of the meeting; and

(ii) be signed by the requisitioning members (and may consist of several documents in like form each signed by one or more of the requisitioning members); and

(iii) be served on the co-operative by being lodged at the registered office of the co-operative.

REQUISITIONED GENERAL MEETING MUST BE CONVENEED AS SOON AS PRACTICAL

53.

a. A general meeting requisitioned by members in accordance with Rule 52 must be convened and held as soon as practicable and in any case must be held within two (2) months after the requisition is served.

b. Where the board does not convene a general meeting twenty one (21) days after the requisition is served, the following provisions apply:

(i) the requisitioning members (or any of them representing at least half their aggregate voting rights) may convene the general meeting in the same manner as nearly as possible as meetings are convened by the board;

(ii) for that purpose they may request the co-operative to supply a written statement setting out the names and addresses of the persons entitled when the requisition was served to receive notice of general meetings of the co-operative;

(iii) the board must send the requested statement to the requisitioning members within seven (7) days after the request for the statement is made.

(iv) the general meeting convened by the requisitioning members must be held not later than three (3) months after the requisition is served;
(v) any reasonable expenses incurred by the requisitioning members because of the board’s failure to convene the meeting must be paid by the co-operative;

(vi) any such amount required to be paid by the co-operative is to be retained by the co-operative out of any money due from the co-operative by way of fees or other remuneration in respect of their services to such of the co-ordinators as were in default.

NOTICE OF GENERAL MEETINGS

54.

a. Subject to Rule 55, at least fourteen (14) days notice (not including the day on which the notice is served or deemed to be served, but including the day for which notice is given) shall be given of any general meeting in the manner stipulated in Rule 92.

b. Notice must be given to those persons who are, under these rules entitled to receive such notices from the co-operative, but the non-receipt of the notice by any member shall not invalidate the proceedings at such general meeting. The notice must specify the place, the day and the hour of the meeting and in the case of special business, the general nature of that business.

c. Any member who has a resolution to submit to a general meeting must give written notice of the terms of the resolution to the co-operative not less than twenty eight (28) days prior to the date of the meeting, unless it is a special resolution in which case they must give written notice of the terms of the resolution not less than thirty five (35) days prior to the date of the meeting. Written notice of the special resolution must comply with Rule 55.

d. The board shall have inserted in any notice convening a general meeting any business which a member has notified of intention to move and for which notification has been given in accordance with this rule.

e. Notice of every general meeting shall be given in same manner as authorised in Rule 92 to:

   (i) every member of the co-operative, except those members who have not supplied to the co-operative an address or facsimile number or email address for the giving of notices to them; and

   (ii) every person entitled to a share in consequence of the death, incapacity or bankruptcy of a member, who, but for that member’s death, incapacity or bankruptcy, would not be entitled to receive notice of the meeting; and

   (iii) the auditor or auditors of the co-operative.
f. Except as provided in this rule, no other persons shall be entitled to receive notices of general meetings.

NOTICE OF SPECIAL RESOLUTIONS

55.

Notice of a special resolution shall be given to those persons, entitled to receive notice under Rule 54, at least twenty one (21) days before the general meeting. This notice shall specify:

(i) the intention to propose the resolution as a special resolution at that meeting;

(ii) the reason for the making of the special resolution; and

(iii) the effect of the special resolution if passed.

BUSINESS OF GENERAL MEETINGS

56.

a. The ordinary business of the annual general meeting shall be:

(i) to confirm minutes of the last preceding general meeting (whether annual or special); and

(ii) to receive from the board, auditors or any officers of the co-operative reports upon the transactions of the co-operative during the financial year, including balance sheet, trading account, profit and loss account, statement of source and application of funds and the state of affairs at the end of that year; and

(iii) to elect and determine the remuneration of co-ordinators; and

(iv) to elect (if necessary) an auditor, or to determine the auditor’s remuneration, or both; and

(v) to allow members a reasonable opportunity to ask questions about or comment on the management of the co-operative and to ask the auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the auditor’s report.

b. The annual general meeting may also transact special business of which notice has been given to members in accordance with these rules.

c. All business of a general meeting, other than business of the annual general meeting that is by the rule termed ordinary business, should be deemed special business.
d. Minutes and records of the general meetings (including names of members present at
the general meetings) shall be kept at the office of the co-operative.

**QUORUM AT GENERAL MEETINGS**

57.

a. No item of business shall be transacted at any general meeting unless a quorum of
members entitled to vote is present at the time when the meeting is considering that
item.

b. Except where these rules state otherwise, five (5) active members present in person
and entitled to exercise a total of five (5) votes constitute a quorum.

c. If, within one hour after the appointed time for the meeting, a quorum is not present,
the meeting, if convened upon the requisition of members, shall be dissolved. In any
other case it shall be adjourned to the same day in the next week at the same time and
place. If, at the adjourned meeting, a quorum is not present within half an hour after
the time appointed for the meeting, the active members present in person shall
constitute a quorum

d. Shares held jointly shall be counted as one member only for the purpose of
determining whether a quorum is present.

**FACILITATOR (CHAIRPERSON) AT GENERAL MEETINGS**

58.

a. The person chairing a general meeting of the co-operative shall be called the
“facilitator”.

b. At the beginning of the meeting, the members present shall choose someone from
their number to be facilitator until such time as the facilitator is unwilling to act in that
position or the meeting decides to elect another facilitator.

c. The facilitator may, with the consent of any meeting at which a quorum is present
(and shall if so directed by the meeting), adjourn the meeting from time to time and
from place to place. The only business that can be transacted at any adjourned
meeting is the business left unfinished at the meeting from which the adjournment
took place. Where a meeting is adjourned for fourteen (14) days or more notice of the
adjourned meeting shall be given justas in the case of the original meeting. Apart
from this requirement it shall not be necessary to give notice of an adjournment or of
the business to be transacted at an adjourned meeting.
d. The meeting may also appoint other persons to assist the facilitator in the running of the meetings.

STANDING ORDERS AT GENERAL MEETINGS

59.

a. Gabalah Co-operative Ltd regulates, organises and conducts the affairs of the co-operative using communal decision-making system based on a commitment to the principle of non-hierarchical, participatory democracy, in particular, using consensus decision-making processes in our meetings. (Note: consensus is defined by Gabalah as attempting to make group decisions without voting, where everyone searches for a solution that is the best that can be reached at this time and under these circumstances.)

b. A commitment to the objects, goals and philosophies of Gabalah Co-operative shall be required by all members and visitors in attendance at general meetings. Therefore, it is asked of all people attending general meetings to be clear of what they want to communicate to others and put this concisely to the meeting, not interrupt other people when they are speaking, be compassionate about other people, use a reasonable tone of voice, etc.

c. Verbal and physical aggression shall not be accepted in meetings. To assist with this, all persons talking shall be asked to sit in the circle and be part of it. People being verbally aggressive or hyped-up shall be asked by the meeting to leave. If a person has been asked three times to speak only in turn, but then speaks out of turn again, the facilitator shall automatically ask them to leave the meeting for a set amount of time, e.g. 30 minutes.

d. The agenda of the meeting shall be set according to priorities. Priority for dealing with proposals to a general meeting shall be given to those put forward by a delegated group/committee/meeting empowered by a general meeting or the board. Any proposal that has not gone through this process shall be placed at the bottom of the agenda. At the meeting, agenda items can be re-arranged if the meeting so decides.

e. A general meeting will only be declared open when a quorum of three (3) active members is present.

f. The following standing orders shall be observed at the co-operative’s meetings, subject to any suspension of, or amendment of, or addition to, these orders adopted for the purposes of that meeting by the members present at a meeting:

(i) the mover/s of a motion shall give a background to the motion. Discussion will then occur. The meeting may, by two thirds majority, determine how long people can speak.
(ii) during this discussion, the facilitator will note all proposed amendments and who proposed such amendments;

(iii) if no amendments are proposed, the facilitator will put the motion to the meeting

(iv) if there are no objections to the motion, the motion will be deemed to have passed;

(v) if there are objections to the motion, the objectors will be asked to clearly state them to the meeting. The meeting will then attempt to find solutions to these objections and develop proposed amendments;

(vi) if there are amendments to the original motion, the amendments shall be dealt within order of being proposed. Only one proposed amendment shall be considered at any one time;

(vii) if an amendment is carried, the motion as so amended, shall displace the original motion and may itself be amended;

(viii) if an amendment is defeated, then a further amendment may be moved to the original motion. However, only one amendment shall be submitted to the meeting for discussion at one time;

(ix) the mover of every original motion, but not of an amendment, shall have the right of reply. Immediately after this, the question shall be put by the facilitator to the meeting;

(x) if, after this process, there are still objections to the motion (whether original or amended) and the meeting decides that no other solutions can be found, the motion shall again be put. The motion shall be deemed to be carried if approved by ninety per cent (90%) of those members present who vote;

(xi) if there are more than ten per cent (10%) objectors to a motion, the facilitator will ask the meeting whether it wants to deal with the motion now. If two thirds determine that they do want to deal with the motion now, the motion will be put. If the motion is approved by a two thirds (2/3) majority of members present and voting, the motion shall deemed to be carried. If the meeting determines that it does not want to deal with it now, the motion will be submitted to the next general meeting of the co-operative for determination without discussion (unless that meeting determines by two thirds (2/3) majority of members present and voting to allow discussion). If the motion is approved by two thirds (2/3) of the members present and voting, the motion shall be deemed to be carried.

(xii) motions and amendments shall be submitted in writing, if requested by the facilitator;
(xiii) any discussion on a motion or amendment may be closed by a resolution “that the motion be now put” being moved and seconded. Such resolution to close the discussion shall be put to the meeting without debate. This resolution to close the discussion shall be deemed to be carried if approved by two thirds (2/3) majority of members present and voting;

(xiv) any member or visitor invited to attend the meeting by the board, may speak on any issue at a meeting with the permission of the two thirds (2/3) majority of the meeting provided that the permission may be conditional;

(xv) standing orders may be suspended for any period by ordinary resolution passed by two thirds (2/3) majority of members present and voting at the meeting.

g. A vote shall be determined by show of hands, unless at least 2 members ask for a poll (secret ballot).

h. Members who abstain from voting on any resolution shall be included as part of the number for determining a quorum, but not part of the number for determining whether a resolution is carried or defeated.

**ATTENDANCE AND VOTING AT GENERAL MEETINGS**

60.

a. At any meeting of the co-operative, a member whose membership is required to be forfeited under Rule 20 (being an inactive member), is not entitled to attend.

b. A member of the co-operative is not entitled to vote at a meeting of the co-operative:

   (i) if the person is not an active member of the co-operative;

   (ii) the person is excluded from voting under the Act or these rules.

c. At any general meeting, a motion or resolution put to the vote of the meeting shall (as provided in Section 201 of the Act) be decided on a show of hands. This is unless a poll (secret ballot) is (before or on the declaration of the result of the show of hands) demanded by at least 2 members. If no poll is demanded, a declaration by the facilitator that a motion or resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book of the proceedings of the co-operative shall be evidence of the fact. No proof is needed of the number of proportion of the votes recorded in favour of or against that motion or resolution.

d. If the poll is demanded, in accordance with Rule 60.c., it shall be taken in a manner which the facilitator directs. Unless the meeting is adjourned, the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
A poll demanded on the election of a facilitator, or on a question of adjournment, shall be taken immediately.

A poll demanded in accordance with Rule 60.c. may be withdrawn.

e. On a show of hands, or on a poll, every representative of a body corporate appointed in accordance with Section 68 of the Act, or every member who is present at a meeting in person shall have one vote. However, no member shall have a vote or be entitled to vote, contrary to the Act.

f. In the case of joint membership, the joint members have one (1) vote between them and that vote may be exercised (subject to any power of attorney) only by whichever of the joint members is the member whose name appears first in the register of members.

g. All motions or resolutions, including special resolutions, shall be deemed to have been carried if approved by at least a two-thirds (2/3) majority of members present and voting.

**SPECIAL RESOLUTION**

**61.**

a. A special resolution means a resolution of which notice has been given of the intention to propose the resolution as a special resolution and which is passed by two-thirds (2/3) of the members who vote at a general meeting in person or by three-quarters (3/4) of the people who cast votes in a special postal ballot.

b. A special resolution must be conducted in relation to the following matters:

   (i) the conversion from a non-trading co-operative to a trading co-operative;

   (ii) transfer of incorporation;

   (iii) an acquisition or disposal of assets referred to in Section 285 of the Act;

   (iv) the maximum permissible level of share interest in the co-operative;

   (v) takeover;

   (vi) merger;

   (vii) transfer of engagements;

   (viii) member’s voluntary winding up;

   (ix) altering the objects or rules of the co-operative;

   (x) removal of an auditor;
(xi) expulsion of a member;
(xii) re-admittance of an expelled member;
(xiii) loans by members to the co-operative;
(xiv) terms of issue of a CCU;
(xv) and any other matter that the co-operative may determine in a general meeting or is required by the Act or Regulations.

c. A special postal ballot must and will only be carried out for the purposes of passing a special resolution in relation to the matters referred to in Rule 61 b. (i) to (viii) above and must be conducted in the manner prescribed in Schedule 2 of the Co-operatives Regulation 1997.

d. A special resolution has effect from the date it is passed, except in the following circumstances:
(i) the removal of an auditor;
(ii) the expulsion of a member;
(iii) the alteration of an object or a rule;
(iv) any matter for which a special resolution is required to be passed by special postal ballot (other than a special postal ballot in favour of a voluntary winding up),
in which case it has effect from the time it is registered by the Registrar.

MANAGEMENT AND ADMINISTRATION OF THE CO-OPERATIVE

BOARD OF CO-ORDINATORS (DIRECTORS)

62.

a. There shall be a board of three (3) co-ordinators, each of whom shall be a natural person and at least eighteen (18) years old.

b. The business and operations of the co-operative are to be managed by the board of co-ordinators and for that purpose the board may exercise all the powers of the co-operative that are not, by the Act or these rules, required to be exercised by the co-operative in general meeting.
c. The acts of a co-ordinator are valid despite any defect that may afterwards be discovered in the appointment or qualification of the co-ordinator.

d. The board of co-ordinators shall not sell, lease, mortgage, encumber or create any estate or interest in real property of the co-operative without the prior approval of a general meeting.

QUALIFICATIONS OF CO-ORDINATORS

63.

A person is not eligible to be elected as co-ordinator of the co-operative unless:

(i) the person is an active member of the co-operative;

(ii) they hold at least one (1) share in the co-operative (not being shares required to be forfeited under Rule 20).

RETIREMENT AND ELECTION OF CO-ORDINATORS

64.

a. All co-ordinators shall retire at each annual general meeting prior to the calling of nominations for new co-ordinators.

b. A retiring co-ordinator shall be eligible for re-election, subject to the person holding the qualifications specified in Rule 63.

c. (i) At an annual general meeting at which a co-ordinator retires or a casual vacancy occurs, the vacated office may be filled by electing a person to it.

(ii) Nominations for candidates to fill the vacant positions shall be sought in such manner as the board determines.

(iii) The election of co-ordinators shall be conducted by a resolution put to the meeting. It shall be decided on by a show of hands (unless a poll is demanded), and shall be determined by a two thirds (2/3) majority of those members present and voting.

CO-ORDINATORS’ REMUNERATION

65.
a. The co-ordinators shall not receive remuneration for their services as co-ordinators other than such remuneration as approved by members at a general meeting. All reasonable and out-of-pocket expenses incurred by co-ordinators in the business of the co-operative shall be refunded to them.

b. For the purposes of this rule “remuneration” means any money, consideration or benefit but does not include amounts in payment or reimbursement of out-of-pocket expenses incurred for the benefit of the co-operative.

**REQUISITION AND NOTICE OF BOARD MEETINGS**

**66.**

a. A meeting of the board of co-ordinators may be called by the secretary or 2 co-ordinators giving notice individually to every other co-ordinator.

b. Except in special circumstances determined by at least 3 co-ordinators, at least 48 hours notice shall be given to the co-ordinators of all meetings of the board.

c. Meetings of the board must be held at least once every 3 months and may be held as often as may be necessary for properly conducting the business and operations of the co-operative.

**PROCEEDINGS OF THE BOARD**

**67.**

a. Questions arising at any board meeting shall be decided by at least a two-thirds (2/3) majority of votes of board members present and voting after applying the same standing orders as are referred to in Rule 59.

b. A co-ordinator shall not vote in respect of any contract or proposed contract with the co-operative in which the co-ordinator is in any way, whether directly or indirectly, interested or in respect of any matter arising out of such a contract or proposed contract and if the co-ordinator votes in contravention of this rule, the co-ordinator’s vote shall not be counted.
**QUORUM FOR BOARD MEETINGS**

68. The quorum for a meeting of the board shall be three (3) co-ordinators, being fifty percent (50%) or more of the number of co-ordinators, in accordance with Section 209(4) of the Act.

**APPOINTMENT OF CO-ORDINATORS TO CONSTITUTE A QUORUM**

69. 

a. In exceptional circumstances, a casual vacancy on the board may be filled by the co-ordinators appointing a person, or persons, to constitute a quorum until the next general meeting of the co-operative, where the appointment is to be ratified by members, as provided by Section 205(3) of the Act.

b. For the purpose of enabling the board to make such appointment(s), the number of co-ordinators at that time is deemed to be a quorum.

c. In all other circumstances where a casual vacancy occurs, Rule 75 applies.

**FACILITATOR (CHAIRPERSON) OF BOARD MEETINGS**

70. At the beginning of the board meeting, the co-ordinators present may choose one of their number to be facilitator of the board meeting.

**DELEGATION AND BOARD COMMITTEES**

71. 

a. The board may (in accordance with Section 213 of the Act) by resolution delegate the exercise of such of the board’s functions (other than this power of delegation) as are specified in the resolution:

   (i) to a co-ordinator; or

   (ii) to a committee of two (2) or more co-ordinators; or
(iii) to a committee of members of the co-operative; or

(iv) to a committee of members of the co-operative and other persons if members comprise the majority of persons on the committee.

The co-operative or the board may, by resolution, revoke wholly or in part any such delegation.

b. A power, the exercise of which has been delegated under this rule may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

c. A delegation under this rule may be made subject to conditions or limitations as to the exercise of any of the powers delegated, or as to time or circumstances.

d. Notwithstanding any delegation under this rule, the board may continue to exercise all or any of the powers delegated.

**EXERCISE OF DELEGATED POWER BY CO-ORDINATORS AND BOARD COMMITTEES**

72.

a. Where a power is exercised by a co-ordinator (either alone, with other co-ordinators or as part of a board committee) and the exercise of the power is evidenced in writing, signed by the co-ordinator in the name of the board or in the co-ordinator’s own name on behalf of the board, then the power shall be deemed to have been exercised by the board. This is so whether or not a resolution delegating the exercise of the power to the co-ordinator was in force when the power was exercised, and whether or not any conditions or limitations referred to in paragraph c. of Rule 71 were observed by the co-ordinator exercising the powers.

b. An instrument purporting to be signed by a co-ordinator as referred to in Section 214(1) of the Act shall in all courts and before all persons acting judicially be received in evidence as if it were an instrument executed by the co-operative under seal. Furthermore, until the contrary is proved, it shall be deemed to be an instrument signed by a delegate of the board under Section 213 of the Act.

c. A committee may elect a convenor of their meetings. If no such convenor is elected, or, if at any meeting, the convenor is not present within fifteen (15) minutes after the time appointed for holding the meeting, then the members present may choose one of their number to be facilitator of the meeting.

d. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by at least a two-thirds (2/3) majority of votes of the committee members present and voting.
REMOVAL OF CO-ORDINATOR FROM OFFICE

73.

The co-operative may, by ordinary resolution at a general meeting, remove any co-ordinator before the expiration of the co-ordinator’s period of office, and may, by two thirds (2/3) majority of members present and voting, appoint another person in place of the co-ordinator. The person so appointed shall retire at the same time as the removed co-ordinator would have done if not removed.

VACATION OF OFFICE OF CO-ORDINATOR

74.

A co-ordinator vacates office in such circumstances (if any) as are provided in the rules of the co-operative and in any of the following cases:

(i) if the person is an insolvent under administration (as defined in the Law);

(ii) if the person is mentally incapacitated or the subject of an order under a law of another State or of a Territory relating to mental health;

(iii) if the person has been convicted of an offence and that conviction disqualifies a person from being a co-ordinator, as provided by Section 208 of the Act;

(iv) if the co-ordinator absents himself/herself from three (3) consecutive ordinary meetings of the board without its leave;

(v) if the co-ordinator resigns from office by notice in writing given by the co-ordinator to the co-operative;

(vii) if the co-ordinator is removed from office by ordinary resolution of the co-operative;

(viii) if the person ceases to hold the qualification by reason of which the person was qualified to be a co-ordinator;

(ix) if the co-ordinator becomes an employee of the co-operative, unless elected under Section 216 of the Act;

(x) if an administrator of the co-operative’s affairs is appointed under Division 6 of Part 12 of the Act;

(xi) as provided by Section 217 of the Act;
(xii) if the co-ordinator is directly or indirectly interested in any contract or proposed contract with the co-operative and fails to declare his/her interest as required under Section 234 of the Act;

(xiii) if the co-ordinator is removed from office, by a voluntary administrator of the co-operative appointed under Part 5.3A of the Law, as applying under Section 332 of the Act.

**FILLING OF CASUAL CO-ORDINATOR VACANCIES**

75. 

a. A casual vacancy is to be filled:

(i) by election by the members held at a general meeting of the co-operative; or

(ii) in such manner as the Registrar may approve in a particular case.

b. The person elected pursuant to Rule 75. a. (i) shall retire at the same time as the co-ordinator who vacated the office would have done if that co-ordinator had not vacated it.

c. For the purposes of this rule, a casual vacancy shall arise where the office of a co-ordinator is vacated in accordance with Rule 74.

**DEPUTY CO-ORDINATORS**

76. 

a. Any co-ordinator may, from time to time, apply, in writing, for any active member (other than an employee of the co-operative, the auditor or a partner or employee or employee of the auditor) to be appointed by the board as a deputy co-ordinator to sit in the co-ordinator’s place on the board.

b. A deputy co-ordinator appointed by the board shall be entitled to notice of meetings of the co-ordinators and in the absence of the nominating co-ordinator, to attend and vote at those meetings and to sign resolutions and to exercise such powers, authorities and discretions as are vested in or would otherwise be exercisable by the nominating co-ordinator.

c. A deputy co-ordinator shall vacate office if the nominating co-ordinator ceases to be a co-ordinator or on a two-thirds majority of the other co-ordinators removing them from office.
d. An appointment or removal under this rule must be in writing and notice thereof must be served on the deputy co-ordinator and the appointment or removal shall take effect forthwith upon the service thereof. Service of any such notice may be effected in accordance with Rule 91.

e. A deputy co-ordinator whilst acting in the absence of the nominating co-ordinator shall not be an agent of the nominating co-ordinator and the nominating co-ordinator shall not be liable for the actions of the deputy co-ordinator.

f. The remuneration of any such deputy co-ordinator shall be payable out of the remuneration payable to the nominating co-ordinator and shall consist of such portion of the last mentioned remuneration as shall be agreed between the deputy co-ordinator and the nominating co-ordinator. The attendance of the deputy co-ordinator at any meeting of the board shall be deemed to be attendance by the nominating co-ordinator.

OTHER COMMITTEES

77.

a. The board may, by resolution, appoint committees comprising of members or other persons or both, to act in an advisory role to the board and to any committees of the co-ordinators.

b. The provisions of Rules 71 c. and d. apply to committees appointed under this rule, subject to any variations approved of by the board.

c. The quorum for any meeting of the committee shall be fifty per cent (50%) or more of the appointed members in the committee.

MINUTES OF MEETINGS

78.

a. The board shall have minutes of meetings made in books provided for the purpose, and, in particular:

(i) of all appointments of officers and employees made by general meetings;

(ii) of the names of the co-ordinators and members present at each meeting of the board, general meetings and of any committee of the board;

(iii) of all resolutions and proceedings at all meetings of the co-operative and of co-ordinators and of committees.
b. Minutes must be recorded in the minute book within fourteen (14) days of the date of the meeting to which they relate.

c. The confirmation of such minutes, signed by the facilitator or convenor, shall be taken as the first business at the next succeeding meeting of the co-operative, board or committee to which the minutes relate. If it is impracticable for the minutes to be confirmed at that meeting, then the minutes shall be confirmed at the next succeeding meeting.

d. Every co-ordinator present at any meeting shall sign their name in a book to be kept for that purpose.

e. The minutes are to be written in the English language and stored at the offices of the co-operative.

**EMPLOYEES (INCLUDING SERVANTS, AGENTS & CONTRACTORS)**

79.

a. Without prejudice to the general powers conferred on the board by the Act or these rules, the board shall, subject to any applicable Industrial Award or Agreement, have power to appoint, remove or suspend employees, servants, agents and contractors and to fix their powers, duties and remuneration.

b. For the purpose of this rule:

   (i) “Industrial Award or Agreement” means an Award or Enterprise Agreement made or approved under a State or Federal Act regulating industrial relations; and

   (ii) “Enterprise Agreement” includes an Enterprise Flexibility Agreement, Australian Workplace Agreement or Certified Agreement.

**APPOINTMENT OF SECRETARY**

80.

a. The co-operative shall elect a secretary at the annual general meeting (from the co-ordinators so elected at that meeting) who shall perform all the functions and duties required by the Act, the Regulations, the rules and the law to be performed or undertaken by the secretary of the co-operative.

b. A secretary shall:
(i) be elected to the office on such terms and conditions as the co-operative may determine; and

(ii) hold office until the next annual general meeting, or removed by the board, or resignation from office.

**INSURANCE**

81.

a. The board shall arrange insurance against loss, damage to or liability of the co-operative by reason of fire, accident or otherwise.

b. The board shall effect and maintain a policy of insurance for the indemnity of the co-operative against any pecuniary loss to the co-operative resulting from any act of fraud or dishonesty committed by any co-ordinator, any member or employee (as defined by Rule 79) of the co-operative in connection with their duties.

**FINANCIAL YEAR**

82.

The financial year of the co-operative shall end on thirtieth (30th) day of June.

**ACCOUNTS**

83.

a. The board shall have prepared the accounts, statements and co-ordinator’s report in accordance with the Corporations Law, as adopted by Clause 15 of the Co-operatives Regulation 1997.

b. The board shall submit those accounts, statements and report, together with the auditors’ report on those accounts, to the annual general meeting of the co-operative, in accordance with the Corporations Law as adopted by Clause 15 of the Co-operatives Regulation 1997.

c. The board shall also have a copy of everything required to be submitted under paragraph b. of this rule displayed at the registered office of the co-operative for a period of not less than 14 days before the date of the annual general meeting of the co-operative.
d. The board shall:

(i) send a copy of everything required to be submitted under rule 83. b. to each member twenty one (21) days before the annual general meeting of the co-operative; or

(ii) give members notice twenty one (21) days before the annual general meeting of the co-operative that the documents required under paragraph b. will be made available for inspection at the registered office of the co-operative.

BANKING

84.

a. The board shall have a banking account or accounts in the name of the co-operative, into which all monies received shall be paid as soon as possible after receipt.

b. All cheques drawn on such accounts and all drafts, bills of exchange, promissory notes and other negotiable instruments for and on behalf of the co-operative, shall be signed by two (2) co-ordinators or by any two (2) persons authorised by the board.

APPOINTMENT, DUTIES AND RESPONSIBILITIES OF AUDITORS

85.

a. One or more auditors shall be appointed, hold office, be removed and have qualifications, duties and responsibilities as provided in these rules or as otherwise provided in, or permitted by, the Corporations Law as adopted by Clause 15 of the Co-operatives Regulation 1997, or any order made by the Registrar pursuant to that Regulation or Section 244(1) of the Act.

b. At each annual general meeting, if there is a vacancy in the office of auditor, the co-operative shall appoint an auditor to fill the vacancy.

c. An auditor appointed under rule 85. b. shall hold office until death or removal or resignation from office or until ceasing to be capable of acting as auditor in accordance with the Corporations Law as adopted by Clause 15 of the Co-operatives Regulations 1997.

d. The board shall fill any vacancy in the office of auditor, other than a vacancy caused by the removal of an auditor from office, within one month of such vacancy occurring, unless the co-operative at a general meeting has already appointed an auditor to fill the vacancy. A person or firm appointed as Auditor of the co-operative
pursuant to this paragraph holds office, subject to the Corporations Law as adopted by Clause 15 of the Co-operatives Regulations 1997 until the next annual general meeting of the co-operative.

e. An auditor filling a vacancy caused by the removal of the previous auditor shall be appointed by a three-quarter (3/4) majority of members at the same general meeting at which the previous auditor is removed, as long as notice of the nomination has been sent at least seven (7) days before the meeting to the members and nominated and current auditors. If the notice of nomination was not sent in accordance with Rule 85.g. or the resolution to appoint a new auditor is not passed, then the meeting may be adjourned twenty to thirty (20 to 30 days) later. At the adjourned meeting, the co-operative may appoint an auditor by ordinary resolution as long as notice of the nomination is received by the board from a member at least fourteen (14) clear days before the date of the adjourned meeting and the board gives notice of the nomination at least seven (7) days before the meeting to the members and nominated and current auditors. The auditor appointed under this subrule holds office until the next Annual General Meeting.

f. The co-operative or the board shall not appoint as auditor a person who has not consented in writing to the appointment or who has withdrawn such consent, or a person of whose nomination notice has not been given in accordance with Rules 85.e. or g.

g. Not being a meeting at which an auditor is removed from office, a co-operative is not entitled to appoint an auditor at its annual general meeting unless notice in writing of the nomination of the auditor was given to the board by a member before the meeting was convened or at least twenty one (21) days before the meeting. The board must have then given notice to the nominated and current auditors and members not less than seven (7) days before the meeting or at the time notice of the meeting is given.

h. A person is not qualified to be appointed auditor of the co-operative if:

(i) the person is not a registered company auditor; or

(ii) the person or body corporate in which the person is a substantial shareholder, is indebted for an amount exceeding $5,000 to the co-operative, to a related body corporate or to an entity that the co-operative controls; or

(iii) the person is:

A. an officer of the co-operative;

B. a partner, employer or employee of an officer of the co-operative;

C. a partner of an employee of an officer of the co-operative;

D. an employee of an employee of an officer of the co-operative.

i. A firm is not qualified to be appointed auditor of the co-operative unless:
(i) at least one (1) member of the firm is a registered company auditor who is ordinarily resident in Australia;

(ii) no member of the firm or a body corporate in which the firm is a substantial shareholder, is indebted for an amount exceeding $5,000 to the co-operative, to a related body corporate or to an entity that the co-operative controls; or

(iii) no member of the firm is:

A. an officer of the co-operative;

B. a partner, employer or employee of an officer of the co-operative;

C. a partner of an employee of an officer of the co-operative; or

D. an employee of an employee of an officer of the co-operative;

(iv) no officer of the co-operative receives any remuneration from the firm for acting as a consultant to it on accounting or auditing matters.

(v) the business name under which the firm is carrying on business is registered under a law of a State or Territory relating to the registration of business names or a return in the prescribed form has been lodged, showing, in relation to each member of the firm, the member’s full name and address at the time when the firm so consents, acts or prepares a report.

j. All reasonable fees and expenses of the auditor are payable by the co-operative.

k. The board shall enable the auditor to have access to all books, accounts, vouchers, securities and documents of the co-operative and to be furnished with such information and explanation by the board members or any other officers as may be necessary for the performance of the duties of the auditor.

l. The auditor is entitled to attend any general meeting of the co-operative and to receive all notices of any other communications relating to any general meeting and which any member of the co-operative is entitled to receive. The auditor is also entitled to be heard, at any general meeting which the auditor attends, on any part of the business of the meeting of concerns to the auditor.

REMOVAL OF AUDITORS

86.

a. The auditor may be removed from office by special resolution at a general meeting.

b. Notice of intention to move the resolution must be given to the co-operative not less than two (2) calendar months before the meeting at which the resolution is moved, but if, after notice has been given, a meeting is convened for a date two (2) calendar
months or less after notice has been given subject to Rule 86.d., notice shall be deemed to have been properly given.

c. Where special notice of a resolution to remove an auditor is received by the co-operative, it shall as soon as possible send a copy of the notice to the auditor and lodge a copy of the notice with the Registrar.

d. The co-operative shall give notice of a resolution to remove the auditor to persons entitled to be given notice of a meeting of the co-operative at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, shall give notice of the resolution to them in any manner allowed by these rules not less than twenty one (21) days before the meeting.

e. Within seven (7) days after receiving a copy of the notice, the auditor may make representations in writing, not exceeding a reasonable length, to the co-operative and request that before the meeting at which the resolution is to be considered, a copy of the representations be sent by the co-operative at its expense to every member of the co-operative to whom notice of meetings is sent.

f. Unless the Registrar on the application of the co-operative otherwise orders, the co-operative shall send a copy of the representations in accordance with the auditor’s request. The auditor may require that the representations be read out at the meeting and may also speak at the meeting.

g. Within fourteen (14) days after the removal from office of the auditor, the Co-operative shall lodge with the Registrar a notice of the removal on the prescribed form, and, where there is a trustee for the holders of debentures of the co-operative, give to the trustee a copy of the notice lodged with the Registrar.

RESIGNATION OF AUDITOR

87.

a. The auditor may, by notice in writing given to the co-operative, resign as auditor of the co-operative if:

   (i) the auditor has, by notice in writing given to the Registrar, applied for consent to resign and stated the reasons and at or about the same time, notified the co-operative in writing of the application; and

   (ii) the auditor has received the consent of the Registrar.

b. The resignation of the auditor takes effect:

   (i) on the date (if any) specified for the purpose in the notice of resignation;

   (ii) on the date on which the Registrar consents to the resignation; or
(iii) on the date (if any) fixed by the Registrar for the purpose, whichever last occurs.

c. Within fourteen (14) days after the receipt of a notice of resignation from an auditor, the co-operative shall lodge with the Registrar a notice of the resignation on the prescribed form and where there is a trustee for the holders of debentures of the co-operative, give to the trustee a copy of the notice lodged with the Registrar.

**CO-OPERATIVE FUNDS**

88.  

(a) The income and property of the co-operative however derived shall be applied solely towards the promotion of the objects of the co-operative and no portion thereof shall be paid or transferred directly or indirectly by way of discount, rebate or otherwise by way of profit to the members of the co-operative.

(b) Payment shall be made in good faith for:

(i) any commensurate remuneration of any member or servant of the co-operative or other person in return for any services actually rendered to the co-operative; or

(ii) reasonable interest on money lent or reasonable or proper rent for property or premises demised, or let by any member to the co-operative.

(c) Any surplus resulting from the co-operative’s operation during a financial year, after providing for depreciation in value of the co-operative’s property or for contingent liability for loss, shall be applied to carrying out the co-operative’s objects.

(d) An amount not exceeding five per cent (5%) percent of the surplus may be applied to any charitable purpose, or for promoting co-operation or any community advancement object. A resolution applying the surplus or any part of it shall be determined by the co-operative at a general meeting.

**PROVISION FOR LOSS**

89.  

The board shall account for any loss which may result from the transactions of the co-operative in accordance with current Accounting Standards as adopted by the Regulation.
DISPUTES BETWEEN THE CO-OPERATIVE AND MEMBERS & OTHER PARTIES

90. In this rule:

(a) “party” includes:

(i) a member of the co-operative;

(ii) any aggrieved person who was a member not more than 6 months before the dispute occurred;

(iii) any person claiming through or under a member or any aggrieved person referred to in Rule 91.a.(i) B.; and

(iv) the co-operative, including the board or any other officer of the co-operative;

(b) “dispute” may only refer to a matter affecting a person of the type mentioned above in A - C in the capacity of such a person as a member or ex-member of the co-operative; or as a person claiming through or under a member of the co-operative in that person’s capacity as a member.

(b) If a dispute arises a party may not commence any court or arbitration proceedings relating to the dispute unless it has complied with the following paragraphs of this rule except where the person seeks urgent interlocutory relief.

(c) A party claiming that a dispute has arisen must give written or verbal notice to the other party or parties specifying the nature of the dispute.

(d) On receipt of that notice by that other party or parties, the parties must endeavour to resolve the dispute expeditiously, using the current dispute conciliation/mediation policy as agreed to by a general meeting of the co-operative or the mediation rules of the NSW Law Society.

(e) If the parties do not agree within seven (7) days of receipt of the notice (or such further period as agreed in writing between them) as to:

(i) the timetable for all steps in the procedures; and

(ii) the selection and compensation of the independent person required for mediation,

then the dispute shall be settled by arbitration in accordance with the Commercial Arbitration Act 1984.

(f) Nothing in this rule shall extend to any dispute as to the construction or effect of any mortgage or contract contained in any document other than these rules or agreements made at general meetings.
NOTICES

91.

a. A notice may be given by the co-operative to any member either personally or by sending it by post to the member’s registered address, or where the member has notified the co-operative of a facsimile number or email address, by facsimile transmission to the number notified or by email transmission to the address notified. If the member has no registered address then the notice can be sent to any address supplied by the member to the co-operative for the giving of notices.

b. When a notice is sent by post, service shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice. In the case of a notice of a meeting, service is deemed to be effected at the expiration of twenty four (24) hours after the letter containing the notice is posted. In every other case, service is deemed to be effected at the time at which the letter would be delivered in the ordinary course of post and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

c. If a member has no registered address (and has not supplied to the co-operative an address for the giving of notices), a notice addressed to the member and advertised in the newspaper circulating in the neighbourhood of the registered office of the co-operative shall be deemed to be duly given to the member on the date on which the advertisement appears.

d. A notice forwarded by facsimile transmission or email shall be deemed to have been served, unless the sender’s facsimile machine or email server indicates a malfunction in transmission, on the day of transmission if transmitted during a business day, otherwise on the next following business day.

e. A notice may be given by the co-operative to the joint holders of a share by giving the notice to the joint holder named first in the register of members and shares in respect of that share.

f. A notice may be given by the co-operative to the person entitled to a share in consequence of the death, incapacity or bankruptcy of a member by sending it through the post in a prepaid letter addressed to that person by name. Alternatively it can be addressed to the person by the title of representative of the deceased or incapacitated person, or trustee of the bankrupt, or by any like description. The address should be that supplied for the purpose by the person claiming to be entitled. Alternatively, if no such address has been supplied, the notice can be given in the manner in which it could have been given if the death, incapacity or bankruptcy had not occurred.

g. For the purpose of this rule “registered address” means the address of the member as appearing in the register of members and shares.
**WINDING UP**

92. 

a. The winding up of the co-operative shall be in accordance with Part 12 of the Act.

b. If on the winding up or dissolution of the co-operative there remains after the satisfaction of all its debts and liabilities any property, amounts paid on shares shall be refunded and any remaining amount shall be given or transferred to an institution or institutions:

(i) which has objects similar to those of the co-operative;

(ii) whose constitution prohibits the return or distribution on surplus or share capital amongst its members;

(iii) which has been chosen by the members of the co-operative at or before the time of dissolution or in default thereof by the Chief Judge of such Court as may have or acquired jurisdiction in the matter; and

(iv) which satisfies the relevant sub-section of Section 23 of the Income Tax Assessment Act.

**NO DISTRIBUTION OF SURPLUS**

93. 

There shall be no return or distribution on surplus or share capital to members other than the nominal value of shares (if any) at winding up.

**FINES PAYABLE BY MEMBERS**

94. 

a. The board may impose on a member a maximum fine of $110 for any infringement of the rules, by-laws or general meeting agreements.

b. A fine exceeding $20 shall not be imposed on a member pursuant to paragraph a. of this rule unless:

(i) written notice of intention to impose the fine and the reason for it has been given to the member; and
the member has been given a reasonable opportunity to appear before the board in person (with or without witnesses), or to send to the board a written statement, for the purpose of showing cause why the fine should not be imposed.

**SCHEDULE OF CHARGES**

95.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy Book of Rules:</td>
<td>$10</td>
<td>Rule 3 b</td>
</tr>
<tr>
<td>Copy of Register:</td>
<td>at person’s own cost for photocopying</td>
<td>Rule 18 b.</td>
</tr>
<tr>
<td>Annual Subscription:</td>
<td>$10 (Minimum) to $300 (Maximum)</td>
<td>Rule 23 a.(iv)</td>
</tr>
<tr>
<td>Joining Fee</td>
<td>($20,000 maximum)</td>
<td>Rule 25 g.</td>
</tr>
<tr>
<td>Maintenance Levy:</td>
<td>($30 per week maximum)</td>
<td>Rule 24 b.</td>
</tr>
<tr>
<td>Nominal Value of Shares</td>
<td>$40,000 (1 share per member)</td>
<td>Rule 27 a.</td>
</tr>
<tr>
<td>Duplicate Share Certificate</td>
<td>$20</td>
<td>Rule 38 c.</td>
</tr>
<tr>
<td>Maximum Fine</td>
<td>$110</td>
<td>Rule 94 a</td>
</tr>
</tbody>
</table>
DRAFT GENERAL MEETING AGREEMENTS

INTRODUCTION

This is a possible list of the Gabalah General Meeting (GM) agreements. The aim is for a list of agreements that is as applicable to the present day as possible. Individual members, villages, working groups, Coordinators and prospective members will find it a useful guide to the current status of our agreements.

Future agreements will be logged onto a master computer disc so that updates can be provided at any time. To avoid the costs of total reprints you may keep your file up to date by simply copying the latest GM agreements from the Newsletter and supplement them to your file.

The Legal Status of Agreements

GM agreements organise and direct the day to day operations of the Community.

Bylaws are more carefully worded and must pass through two GMs, though they may be negated by one GM.

The Co-operative Rules form the basis of our legal structure which are in turn derived from the Co-operative Act of NSW. The Co-operative Rules may be added to or amended by Special Resolution at GMs providing they conform with the Act. Those Special Resolutions must be sighted and approved by the Registry of Co-operatives. All our agreements must harmonise with the principles of the Act.

The agreements made before Gabalah became a Co-operative were "legally outmoded" and it was agreed thenceforth that they would be used as a guide. (instead of were agreed thenceforth to be used as a guide.)

The GM agreements are implemented by the Community Meeting (CM) and Coordinators Meeting (CoordM).

The CM deals with the day to day business and is directed by GMs.

The CoordMs are called when some important business comes up. CoordMs requires three Coordinators and 48 hours notice. Usually, CoordMs are open to all members, just as most meetings on Gabalah.

Various Working Groups happen on Gabalah when required, eg:

- **Finance Group**: Treasurer(s) and any interested members
- **Membership Group**: Membership Secretary, Interviewers and any interested members
- **Sanctuary Caretaker Group**: Land Management Coordinator, Internal Environment Coordinator, Fire Coordinator and any interested members, as required
- **Land Management Group**: Land Management Coordinator, Internal Environment Coordinator, Fire Coordinator and any interested members, as required
- **ESP Group**: CordM, as required
- **Fire Group**: Fire Coordinator, at least one representative from each village, Fire Fighting Group (trained volunteers)
- **Water Group**: Water Coordinator and any interested members
- **Road Group**: Road Manager and any interested members
- **Dispute Conciliation Group**: any interested members
- **Grazing Group**: owners of animals, Land Management Coordinator, Internal Environment Coordinator, any interested members, as required
- **Food Co-operative Group**: any interested members
- **Meditation Space Group**: any interested members

Update of the language

In this new edition of the GM agreements, the language has been revised and simplified for better understanding. To this end, many agreements have had their wording changed, but not their meaning or intention.

The vocabulary has been updated to the currently used terms:

- Coordinators Meeting, Weekly Business
- Meeting, Community Meetings replaced by Cord (as appropriate)
- ESP group : Cord (as appropriate)
Committee, Collective : Working group
Refuge, refuge area, wildlife refuge : Sanctuary
Shareholders : Members
Resident non-members : Long-term visitors
Maintenance fund, land maintenance fund,
resident levies & annual levies (for residents: Combined Levy
Annual maintenance fund, annual subscription : Annual Levy (included in the Combined Levy for
resident members and members with sites)
Farmhouse, comm. house, etc : Mainhouse
House notice board, house board, front gate, etc : 1 Community notice boards (at the front gate and
at the School)
2. CM agenda board (at
the School)
Hamlets : Villages
Sphere of influence : Sphere of responsibility
Dwelling, building : Structure
Owner (of a structure) : Resident member
Seller (of a structure) : Vacating member
Buyer (of a structure) : Reimburser
House Contributions, house maintenance : Structure Maintenance Contribution

Except for the Bylaws which appear in the first chapter as well as in their respective chapters, each
single agreement appears in only one place, with reference to it elsewhere where it is relevant.
When situations arise where there is no applicable agreement, Bylaw or rule, or where the meaning of
such is open to varying interpretations, the Co-operative may act through its authorised bodies (the
Coordinators and Community Meetings), providing such action can be justified in terms of the
objectives listed in the Co-operative Rules (see Co-operative Rules Section 5.2v and under Legal 2.4

Acknowledgments
Many thanks to the following Bundagenites: Judy Roseth and Audrey Ascham who did the original
draft, Janelle, Will, Dida, for all the energy they contributed to this project. Thanks for the reviewers of
97-98: Dida, Janelle, Malila, Isabelle, Greg, Bill, Bob, Will, Rajiva, Rejane. Thank for the reviewers of
2002: Roger, Dida, Janelle, Rejane. Thanks to 2006 reviewers: Janelle, Dida
Conventions
Each of the sections has got a key letter for easy reference. This key letter is underlined in the Contents and it appears on each page of the appropriate section. The key letters are:
BY Bylaws
A Land Management and Social Issues
B Building
E Environment
F Finance
I Fire
L Legal
M Membership
S Settlement

Chapters are in alphabetical order of their key letter, except for Bylaws which is the first chapter. The Bylaws are also included in their respective sections. The specific GM date is set behind each agreement, showing month and year, eg, "GM April 1993".

Abbreviations used:
AGM: Annual General Meeting
CM: Community Meeting
CoordM: Coordinators Meeting
DA: Development Application
ESP: Environment, Settlement and Planning Group
GM: General Meeting
NPWS: National Parks and Wildlife Service
NOK: Next-of-Kin
RFW: Recognition For Work
VCA: Voluntary Conservation Agreement
CA: Conservation Agreement
A. LAND MANAGEMENT AND SOCIAL ISSUES
A.1.1 Dogs and cats
Dogs and cats are not permitted on the property under any circumstances. See also E.4.5: noxious animals and A.7 grazing
A.1.2 Firearms
Firearms are not permitted on the land except for special circumstances as may be decided by a CordM.
A.1.3 Physical violence, threatened physical violence, child abuse, child sexual abuse
a) Physical violence, or threatened physical violence against any person or property shall be deemed conduct detrimental to the Co-operative and be a ground for expulsion from the Co-operative at a GM.
b) Physical violence shall include child abuse and child sexual abuse as defined by the current NSW Child Protection Act.

B. BUILDING
B.1.1 Building Procedures
a) Construction of permanent structures may only be undertaken by members of the Co-operative.

b) Approval prior to construction of permanent structures must be obtained in the following way:
   i) Approval/agreement from resident members in the village in which the permanent structure is to be constructed. The decision making process of that village shall apply.
   ii) Approval from the Fire, Internal Environment and Building coordinators.
   iii) Approval at CordM:
      i. The prospective member builder shall bring plans, complete with village and coordinators approvals, to the CordM and shall notify their intent to build. Plans shall include any access arrangements, as well as locations and specification of council approvable toilet and grey water systems.
      ii. Plans must then be pinned up for inspection for at least two weeks on the CordM Agenda Board.
      iii. The plans for approval must be advertised once more on the CordM Agenda Board and resubmitted to a subsequent CordM for approval.
      iv. The building application must be stamped and signed by the Secretary and given to the Building Coordinator to submit to Council.

(Nota: Only the Building Coordinator can submit applications to Council.)
c) Approval from Tweed Shire Council.

B.1.2 Sale of structures

Note: Gabalah Co-operative owns all structures erected on its land
The sale of structures shall be conducted in the following manner:
a) The price of sale of a structure shall be determined as follows:
   1. The vacating member propose a maximum price (advertised on the agenda board) to a CordM
   2. The CordM agrees on that price, OR
   3. If the CordM doesn't agree with the proposed price, the price shall be determined by a work group made up of two builders and any interested members in consultation with the resident member builder, based on such criteria as labour, cost of material, inflation or others as appropriate. There will be no value attached to
the site for any reason. In the event of difficulties with price assessment, fair value may be determined by a valuer appointed by the Co-operative, at the expense of the vacating member. This becomes the maximum price of sale.

b) Advertisement of the sale shall be required in the Newsletter and for two weeks on the Community notice boards before an agreement on the reimbursers can be made. If an intending reimbursers is a member of the village in which the structure is located, no advertisement is necessary, providing the village approves and the vacating member is not compromised.

c) The reimbursers must be agreed on by the village and the CordM. If the intending reimbursers is a village member, only village agreement is necessary, providing the vacating member is not compromised. Where a suitable reimbursers cannot be found (ie. an approved member), the onus is on the resident member to remove the materials if and when required by the village and CordM. If the resident member does not comply within three months after such agreement and notification, the structure may be disposed of by the Co-operative, with any costs of its removal being recouped from the sale of the building materials.

(B.1.3 See I.1.1: Insurance on structures and property)

B.1.4 Shared shares
No building application shall be considered for approval from members of shared shares.

I. FIRE
I.1.1 Insurance on Structures and Property
In a fire emergency situation each individual resident member is responsible for protection of their property and shall take such steps as may be prudent to secure the property against fire. The safety of individuals shall be their responsibility. Insurance on property is the responsibility of the individual member.

L. LEGAL
L.1.6 New Co-operative Rules
a) Completed: Special GM for approval of the new Co-operative Rules
b) The new ‘Rules of Gabalah Co-operative Ltd’, as amended and agreed to, have been adopted.

M. MEMBERSHIP
(M.1.1 no longer a By-law, superseded by A.3.8)
M.1.2 Membership Price and Payment
  a) i. The cost of a membership is $40,000, plus a non-refundable joining fee which shall be adjusted at the AGM at its discretion.

  ii. The non-refundable joining fee shall be increased by $1,000 from October ‘99.
  b) Payment shall be made within fourteen (14) days of the acceptance meeting, unless the prospective member has undertaken a GM approved Saving for Shares Scheme administered by the Membership Group and CordM.
  c) Failure to pay on time shall make the prospective member liable for any price rise in the joining fee (each Oct GM) since the date of the interview.
  d) A processing charge of $10 per week for late payment may be also charged at the discretion of the CordM.

M.1.3 Withdrawal
  a) Members must wait one year after full payment of shares before applying for refund.
  b) Money refunded on withdrawal will be original membership price of $40,000 less any monies outstanding at the time. Refund payment will only be made when the money from a replacement member is received.
  c) Members wishing to sell their shares shall wait for their turn on the withdrawal list
M.1.4 Transfer of Shares / Inheritance / Buying a Second Membership

Shares shall not be sold or transferred without the consent of the Coordinators who are strictly regulated by the Co-operative rules and existing GM agreements. There is no direct transfer of shares or inheritance except:

a) Adult shares may be directly transferred to or inherited by partners an child (over 18 years old) without any increase in the joining fee provided membership requirements have been satisfied.

b) A second membership may be purchased by members at the same membership price of $40,000. Shares held in trust for a child or future partner do not entitle the trustee to a greater area of land use.

c) Should the second membership later transfer to an accepted partner, child or parent then current non-refundable joining fee shall be applied on acceptance of that member.

d) If the joining fee is paid at the time of purchase of a second membership, no joining fee shall be applied at the time of transfer of second membership to partner, child or parent.

See also M.10.2 Deceased Estate

(M.1.5 See B.1.4: Shared shares)

M.1.6 Membership Procedure

a) The Membership Group (Membership Sec.& interviewers) is appointed by GM. Interim appointments may be made by CordM.

b) i. No more memberships shall be sold unless a village invites people to join and guarantees them a site. This means that applications for membership will not be considered except if proposed by a village (this is our existing GM agreement M.3.4)

ii. The membership secretary plus a village rep (with a signed sponsorship form) may then ask for the prospective member to begin orientation. This is done at a CordM with one week’s notice on the agenda board. If the CordM decided that a prospective member might be suitable for membership, an interview shall be held (for each prospective member). This is organized by the membership secretary, and is done by two interviewers - one female, one male - who do not reside in the same village as each other or as the prospective member.

c) After the interview, the interviewers shall make a report at the following CordM (where the prospective member cannot be present). The prospective member may commence the required orientation period from the date of the interview unless the CordM decides another interview is necessary or that the prospective member is unsuitable for membership.

d) A minimum of six-month orientation is required for a resident membership during which time the prospective member is required to spend 80% of that period on the land and gain acceptance in the community.

e) The CordM may extend the orientation period without the prospective member incurring any membership price if the extension is at the community bidding, or with price rises if it (the extension) is requested by the prospective member.

f) i. At the end of the orientation period, the prospective member, the membership secretary and a village rep shall request from a CordM (after one week notice on agenda board) that a second interview be organized. This is arranged preferably with one of the original interviewers, and another one.

ii. At the second interview, the prospective member signs that he will abide by existing Gabalah agreements.

g) After the second interview, the prospective member, the membership secretary and a village rep present a proposal at the CordM (after one week notice on agenda board, and advertised at the front gate) to hold the prospective member’s acceptance meeting. The prospective member is then requested to leave the meeting, so that there is an opportunity for serious concerns to be discussed. The interviewers shall make a report, and the CordM can then decide if the acceptance meeting can be held, or if the orientation period shall be extended, or that the prospective member is unsuitable for membership.
h) i. Two weeks notice shall be given on the Community notice boards (Mainhouse and front
gate) of the date and time of the acceptance meeting.

ii. The acceptance meeting for resident membership shall have a quorum of 20
Community members including a representative of the Membership Group
(preferably one of the interviewers).

iii. Separate acceptance meetings shall be held for each prospective member, except
in the case of couples who are joining as a couple and sharing a site.

iv. Acceptance meetings shall be held when there is no other activity such as other
meetings, cafes or gatherings.

v. Acceptance parties shall be allowed to take place on the same day after the
acceptance meeting, but not at the same place as the acceptance meeting.

vi. Should the required quorum not be present within one hour of the advertised time,
the acceptance decision making shall be postponed for a further two weeks period
with the required notice. If a quorum is not reached a second time, the decision
shall again be postponed for two weeks with notice. If a quorum is not reached on
the third attempt then the application shall be considered to have been rejected.

i) Acceptance meetings shall use the Gabalah Co-operative's decision-making process

j) If full payment has not been received within six weeks of acceptance, the prospective
member may, by agreement of the CordM, be required to undertake a further
orientation period an new acceptance meeting, or to resume visitor status, or to leave
the land with a refund of any membership monies minus any outstanding debts owed to
Gabalah.

k) If membership has been rejected, visitor status shall be resumed by the prospective
member and the CordM may decide that should leave within a certain time, and the
CordM shall decide a period of (at least 12 months) after which re-application for
membership may be made.

l) Possession of a resident membership entitles the member to access to the land, a
voice in decision-making and the possibility of permission to reside full-time.

m) Post September 1984 non-resident membership shall entitle a member to access to
the land and a voice in decision-making. Should a non-resident wish to take up full-time
residence a further six month orientation period spent on the land and acceptance into
the village shall required with an acceptance meeting for residency. (Explanation: Pre
September 1984 non-resident members wishing to live on the land do not need a six
month orientation period and an acceptance meeting for residency.)

n) Should a non-resident not get accepted for residency and then wish to withdraw,
they shall go to the bottom of the withdrawal list.

See also M.2.2: Acceptance meetings

M.1.7 Saving for Shares Scheme

a) (Rescinded: Hardship cases)

b) Special cases accepted:

i. Shared shares

ii. Long term partners of a long term member (two years is long term)

iii. Parents saving for kids

iv. 18 years old and children of resident members

v. Parents of resident members

c) Conditions:

i. Membership price current at the undertaking of the scheme

ii. 10% deposit

iii. Minimum regular payments (automatic transfer preferred)

iv. Interest accrues to Gabalah

v. Full payment within three years

vi. First available membership when fully paid up

vii. Contracts of default clause shall be drawn up and signed by the prospective
member. Default clause shall include that first monies paid becomes the non
refundable joining fee, should the prospective member wish to withdraw from
scheme.
A. LAND MANAGEMENT AND SOCIAL ISSUES
A.1. Bylaws
A.2. Social Issues
A.3. Visitors Policy
A.4. Work Contribution
A.5. Vehicles and Communal Equipment
A.7. Grazing
A.8. Burial Ground
A.9. Meditation/healing Space
A.10 Access Roads
A.11 Western Boundary
A.12 Retirement Village, Assisted Living Facility

A.1. BYLAWS
A.1.1 Dogs and cats
Dogs and cats are not permitted on the property under any circumstances.  
See also E.4.5: noxious animals and A.7 grazing
A.1.2 Firearms
Firearms are not permitted on the land except for special circumstances as may be decided by a CordM.
A.1.3 Physical violence, threatened physical violence, child abuse, child sexual abuse
   a) Physical violence, or threatened physical violence against any person or property shall be deemed conduct detrimental to the Co-operative and be a ground for expulsion from the Co-operative at a GM.
   b) Physical violence shall include child abuse and child sexual abuse as defined by the current NSW Child Protection Act.

A.2 SOCIAL ISSUES
A.2.1 Dispute Conciliation/mediation Group
Gabalah shall designate a Dispute Conciliation/mediation Group when needed.  
See also A.2.7 acts of violence, threats of violence, serious disagreements, vilification and verbal abuse
A.2.2 Contributions to Newsletter
Personal contributions are necessary to the newsletter. Contributions shall be print ready, either typed or clearly hand scribed in newsletter format.  
(A.2.3 See F.11.6: Newsletter coordinator)
A.2.4 Noise Free Sundays
Gabalah shall endeavour to enjoy Sundays as a noise free day.
A.2.5 Multi Purpose Court
   a) The building of a multi purpose court for recreational use, eg. tennis, netball, basketball etc. is agreed to in principle.
   b) A working group shall be formed to consider the location of the multi purpose court within a permaculture design. Agreement to be made at a CordM.
   c) A CordM shall be empowered to decide matters of funding for a multi purpose court with two weeks notice on the Community notice boards.
A.2.6 Remembrance Day
Annual day of Remembrance: January 14th will be set aside to commemorate the death of Erica.
A.2.7 Acts of Violence, Threats of Violence, Serious Disagreements, Vilification and Verbal Abuse
Acts of violence, threats of violence, serious disagreements, vilification and verbal abuse shall be dealt with in the following way:  
   a) The incident, brought forward by parties involved or concerned members, shall be tabled at CordM, which will notify those involved of the necessity to:

i. Contact a member of the Dispute Conciliatiom group.
ii. Engage in some form of resolution facilitated by people of their choice from the Dispute Conciliation group.
   b) If incidents are not dealt with in this way, a CordM shall meet and may recommend that the person leave the land for six months as a deterrent and in order to sort herself out.
   c) If, on return, further incidents occur, the person faces expulsion by GM agreement as noted in our agreement A.1.3.
   d) The Dispute Conciliation group will be coordinated by a CordM.

A.2.8 Members Discussed at Meetings
Individual members shall receive notification from the secretary of any meeting in which matters directly relevant to them are to be discussed. If is unable to be present due to personal reasons, is allowed to nominate a representative or send a letter.

A.2.9 Meeting Place Caretaker
Gabalah CordM shall allocate the position of a caretaker for the meeting place and environs.

A.2.10 Allegations of Child Abuse and Child Sexual Abuse
Allegations of child abuse and child sexual abuse on Gabalah lands shall be dealt with in the following way:
   a) Any alleged incidents, brought forward by any person (including the parties involved), shall automatically and immediately be reported to the relevant authorities (i.e. Dept of Community Services or NSW Police) by any coordinator or member.
   b) While the relevant authorities are investigating
      i. the alleged incidents shall be reported to the next CordM,
      ii. the CordM shall notify those involved of the necessity to contact a member of the Dispute Conciliation/mediation group,
      iii. the Dispute Conciliation/mediation group shall ensure that the parties involved in the alleged incident can co-exist on Gabalah land with safety and security by negotiating an agreement between them.
   c) If the alleged abuser is found guilty by the legal system and he is a member of Gabalah Co-operative, Gabalah coordinators will be required to automatically put that person up for expulsion at the next General Meeting.

See also S.2.4: People living next to community spaces

A.3 VISITOR POLICY

A.3.1 Camping, Vehicles, Speed Limit
Short term camping is permitted in designated camping areas, provided that permission is asked from the camping manager, an CordM, an the village, as required. Visitors are encouraged to participate in community work and social activities.
   a) Any stay of more than seven days requires approval of CordM.
   b) Vehicle use on Gabalah shall be kept to a minimum, there is a 15 kph speed limit on all internal roads.

(A.3.2 See F.8.1: Friends or relatives visiting a resident member)
(A.3.3 See F.4.9.a: Parents and children of resident members)

A.3.4 Visitors Staying in Village Areas
   a) Visitors staying in members' houses in the resident member's absence or in their own accommodation must have CordM and village agreement.
   b) Visitors shall be made aware by the resident member an the village members an the membership secretary of their position, rights, responsibilities and financial contributions in the Community.
   c) Written acceptance from the village and financial sponsorship by a resident member is needed for all visitors staying on the land for more than one month. Sponsorship involves responsibility and accountability for that visitor's obligations to Gabalah (e.g. visitors contribution).

See also F.4.7. Visitor Contribution
A.3.5 Expelling a Visitor
Any member of Gabalah can, with good reasons, seek the help of two Coordinators and one other member to ask an unwelcome visitor to leave permanently. A member wanting to reverse this agreement needs to take the matter to the next CordM before the expelled visitor is allowed back.

A.3.6 Visitors Causing Costs to Gabalah
Gabalah introduces a “user pays” system: a CordM can decide, after having sufficient info and with a week's notice on the CordM agenda board, that a visitor (from that meeting on) will incur all costs regarding an issue/problem concerning them.

A.3.7 Toilet and Greywater System
No structure may be occupied by visitors unless it has an approved toilet and greywater system.
See also B.6.3: sinks, grease traps, etc.

A.3.8 Resident Non-members
It is obligatory for every adult resident to become a member unless they are granted special consideration by a general meeting after living on the land for 2 years and if they sign an agreement to abide by Gabalah agreements and Co-op. Rules. To be reviewed each year.

See also: F.4.6.c, F.4.7: Visitors contribution
F.4.9: Next of Kin
F.4.13: Long term visitors residing on Gabalah
F.8: Personal guests
F.14: Visitors in members’ houses

A.3.9 Next of kin (NOK)
The parents and children of resident members shall be classified as “Next Of Kin” rather than visitors

See also F.4.9 for financial responsibilities.

A.3.10 Partners of Members
That Gabalah create a special category called “Partners of Members” on the following conditions:

a) That partners must sign a Visitor Agreement (with village and financial sponsorship) and Risk Warning forms as do all non-members living on the land (as do NOK when they turn 18yrs).
b) That partners of members who have been living together for more than one year may seek long-term approval at a GM to stay on the land with their member partner while they remain on that member’s site.
c) See also F.4.14
d) Villages can withdraw their sponsorship and notify a CM if problems occur.

(A.9.3 meditation space superseded by F.13.2)

A.4 WORK CONTRIBUTION

A.4.1 Work Contribution for Residents

a) Some form of work contribution for residents is approved in principle.
b) A working group shall be set up to devise one or several forms of work contribution.
c) A CordM, advertised for one month and with a quorum of twenty, shall select or ratify conditions of a work contribution. This shall be reviewed by the GM nearest to one year after the CordM.

A.4.2 Work Levy for Residents and Visitors

A work levy of one hour per week shall be introduced for residents and visitors, for approved projects and jobs as determined by CordM (eg, road works, removal of noxious weeds, tree planting, rubbish removal, building). A coordinator eligible for RFW shall be required to organise projects and keep track of hours worked.

A.4.3 Work Scheme for Residents

In principle a work scheme shall be instituted for resident members and long term visitors.

See also F.11: Recognition for work (RFW), volunteer work, LETS system
A.5 VEHICLES AND COMMUNAL EQUIPMENT

A.5.1 Vehicles in Village Areas
Villages may determine their own policy regarding vehicles in village areas.

A.5.2 Use of Motor Vehicles and Speed Limit
Members re-affirm Gabalah’s original ideals of environmental responsibility, social harmony and economic independence. In particular members re-affirm Gabalah’s commitment to the minimal use of motor vehicles and the speed limit of 15 kph, with recommendations that selective speed bumps and signs be put in.

A.5.3 Trail Bikes
The recreational use of trail bikes is banned on Gabalah.

A.5.4 Conditions of Tractor Use
a) Only trained and approved drivers shall use the tractor.
b) One person shall be elected tractor manager.
c) The tractor shall be maintained (serviced) by the tractor manager.
d) The tractor key:
i. shall be held by the tractor manager,
ii. shall be given out only on her approval,
iii. shall be returned in person to her.
e) The tractor shall be checked before and after use.
f) Any damage caused to the tractor in the possession of, or being operated by a member or her nominee, shall be paid for by the operator of the tractor at the time the damage was caused, unless in view of particular circumstances the CordM decides to bear a part of this cost.
g) Log book and monies record shall be kept by the tractor manager.
h) Tractor drivers shall update their skills each time a new tractor is bought.

(A.5.5 Rescinded: Tractor hire)

A.5.6 Unused Unregistered Vehicles
Unused unregistered vehicles are discouraged and after one month on the land. The carcass of vehicles will be removed at the owner's cost.

(A.5.7 Completed: Tractor Equipment)

A.5.8 Heavy Machinery
A member shall accompany contracted heavy machinery doing approved community work or private work on the land. Private work requires notice on the Community notice boards.

A.5.9 Cement Mixer
A member shall manage the hire of the cement mixer and of any other communal equipment for hire.

A.7 GRAZING

A.7.1 Grazing Areas
Grazing is restricted to GM approved grazing areas (Note: these areas may be subject to settlement in the future).

A.7.2 Current Grazing Areas
a) Those areas within villages as currently available for grazing
b) The agricultural zone

A.7.3 Horses
Horses shall not be taken to the Rous river via the walking track.

See also E.5.1 (except in case of emergency)

A.7.4 Grazing Group
The grazing group shall consist of owners of grazing animals, interested members, together with Environment and Land Management coordinators.

A.7.5 Grazing Group Meetings
The grazing group shall form and meet when necessary to review the stocking rate, pasture conditions and any other problems.

A.7.6 Bringing a Grazing Animal onto the Land
Members and visitors must seek permission from the village and then the CordM before bringing a grazing animal onto the land.

A.7.7 Responsibilities of Owners of Grazing Animals
Owners of grazing animals are responsible and liable for:
a) Maintenance of fences, and their removal when not in use  
b) Provision of water troughs  
c) Provision of supplementary feed when necessary  
d) Maintenance of pastures  
e) Any damage caused by the animals to trees, people, or property  
f) The health and well being of the animal.

A.7.8 Environmental Damage Caused by Grazing Animals  
If environmental damage occurs in any grazing area, the CordM may require the owner to remove the animal and repair the damage.

A.7.9 Members Responsible for Grazing Animals  
There must be a resident member responsible for each grazing animal.

A.8 BURIAL GROUND  
(A.8.1 Completed: establishing a burial ground)  
(A.8.2 Superseded by A.8.3)  
A.8.3 Site of Burial Ground  
The burial ground is to be determined.

A.9 MEDITATION SPACE  
(A.9.1 Superseded by A.9.2)  
A.9.2 Meditation Space  
The area below and to the east of the sports field is allocated to build a meditation space. This is to be designated a ‘zone of peace’ for multi-denominational practices. Access and use are to be decided at a CordM.  
(A.9.3 see F.)

A.10 ACCESS ROADS  
A.10.1 River Track  
The Rous river track, ie. from the top of the rope track to the Rous River, shall be restricted to a walking track only, prohibiting horse and vehicular access (except in cases of emergency).

A.10.2 Main Road (from Gate to Northern Boundary)  
The road in the centre of the property is designated a Gabalah internal road.

A.11 WESTERN BOUNDARY  
A.11.1 Camping West of Cudgerie Village  
There shall be a short-term camping area west of Cudgerie Village.

A.12 RETIREMENT VILLAGE, ASSISTED LIVING FACILITY  
A.12.1 That a working group be created to investigate the possibility of a Gabalah retirement village, assisted living facility.
B. BUILDING
B.1. Bylaws
B.2. Distance from Forest Edge
(B.3. Shared Shares Building: see B.1.4)
B.4. Building Procedures
B.5. Buildings for Sale
B.6. Other Building Agreements

B.1. BYLAWS
B.1.1 Building Procedures
a) Construction of permanent structures may only be undertaken by members of the Co-operative.

b) Approval prior to construction of permanent structures must be obtained in the following way:

c) Approve agreement from resident members in the village in which the permanent structure is to be constructed. The decision making process of that village shall apply.

d) Approval from the Fire, Internal Environment and Building coordinators.

e) Approval at CordM:

v. The prospective member builder shall bring plans, complete with village and coordinators approvals, to the CordM and shall notify their intent to build. Plans shall include any access arrangements, as well as locations and specification of council approvable toilet and grey water systems. Note: to become a bylaw oct.02

vi. Plans must then be pinned up for inspection for at least two weeks in the Mainhouse.

vii. The plans for approval must be advertised once more on the CordM Agenda Board and resubmitted to a subsequent CordM for approval.

viii. The building application must be stamped and signed by the Secretary and given to the Building Coordinator to submit to Council. (Note: Only the Building Coordinator can submit applications to Council.)

f) Approval from Tweed Shire Council.

B.1.2 Sale of Structures

Note: Gabalah Co-operative owns all structures erected on its land

The sale of structures shall be conducted in the following manner:
(B.1.2 a) superseded by B.1.2 d)
(B.1.2 b) superseded by B.1.2 e))
(B.1.2 c superseded by B.1.2 f)

d) The price of sale of a structure shall be determined as follows:
1. The vacating member propose a maximum price (advertised on the agenda board) to a CordM
2. The CordM agrees on that price, OR
3. If the CordM doesn’t agree with the proposed price, the price shall be determined by a work group made up of two builders and any interested members in consultation with the resident member builder, based on such criteria as labour, cost of material, inflation or others as appropriate. There will be no value attached to the site for any reason. In the event of difficulties with price assessment, fair value may be determined by a valuer appointed by the Co-operative, at the expense of the vacating member. This becomes the maximum price of sale.

e) Advertisement of the sale shall be required in the Newsletter and for two weeks on the Community notice boards before agreement on the reimbursers can be made. If an intending reimbursers is a member of the village in which the structure is located, no advertisement is necessary, providing the village approves and the vacating member is not compromised.

f) The reimbursers must be agreed on by the village and the CordM. If the intending reimbursers is a village member, only village agreement is necessary, providing the
vacating member is not compromised. Where a suitable reimbursing member cannot be found (ie. an approved member), the onus is on the resident member to remove the materials if and when required by the village and CordM. If the resident member does not comply within three months after such agreement and notification, the structure may be disposed of by the Co-operative, with any costs of its removal being recouped from the sale of the building materials.

(B.1.3 See I.1.1: Insurance on structures and property)

B.1.4 Shared Shares
No building application shall be considered for approval from members of shared shares.

B.2 DISTANCE OF STRUCTURES FROM FOREST EDGE

B.2.2 Distance from Forest Edge
The minimum distance between the forest edge, as defined by forest tree trunks (excluding wattles), and any new structures shall be at least 35 meters. Consultation with the Fire Group is required.

B.3 SHARED SHARES BUILDING
(See B.1.4)

B.4 BUILDING PROCEDURES
(B.4.1 See Bylaws above)
(B.4.2 See S.2.4: Members who built next to communal spaces)

B.4.3 Siting and Design
The siting and the design of structures and the materials used in their construction should be appropriate to a community committed to:

a) Low environmental impact,
b) Frugality in consumption of energy and other scarce resources,
c) The use of recycled and renewable resources,
d) Sensitive regard for aesthetic considerations and the creative innovative blending of materials into landscape,
e) The use of alternative forms of energy, wherever possible and appropriate,
f) Clustered rather than dispersed settlement and a predominance of shared facilities rather than facilities which are duplicated in individual structure units.

B.5 STRUCTURES FOR SALE
(B.5.1 See F.5.2: Structure levy when selling)
(B.5.2 See F.5.3: Structure levy for visitors)
(B.5.3 Rescinded: House for sale for extended period)
(B.5.4 Rescinded: Trust fund for sale of structure)
(B.5.5 Rescinded: Gabalah handling monies from structure sale)
See also: Bylaw B.1.2: Sale price of structures
F.5.2 & F.5.3: Structure levy on structures for sale

B.6 OTHER BUILDING AGREEMENTS
(B.6.1 See B.4.3: Siting and design)
(B.6.2 Rescinded: Existing structures available for use)

B.6.3 Expanded Houses’ Communal Facility Structure
Members who occupy an expanded house shall undertake that any sinks, grease traps, laundry tubs, etc. not in the communal facility structure will be temporary and will be removed when required to comply with policy on expanded houses.

See also A.3.7: Toilet and greywater system
B.6.4 Non-resident Members’ Structures
Non-resident members accepted shall be permitted to buy or build structures that are part of an existing expanded house. Should they wish to reside here permanently or for longer than six months they must still hold an Acceptance Meeting for residency.

See also: S.3.1 Camping and communal structures for non-resident members

See also: A.9: Meditaling Space
I.1.1: Insurance on Structures and Property
S.4: Planning and Density
S.2.4: Members built next to communal spaces.
E. ENVIRONMENT
E.1. General Agreements
E.2. Wetlands
E.3. Environmental Plan
E.4. Sanctuary
E.5. Access Routes: see A.10
E.6. Noxious Animals
E.7. Noxious Plants
E.8. Poison
E.9. VCA (Voluntary Conservation Agreement)
E.11. Collection of Dead Fallen, Non-hollow, Timber within the 10 Metre Forest Edge.

E.1 GENERAL AGREEMENTS
E.1.1 Ecological Guidelines
Gabalah shall plan its development under ecological guidelines.
No cats or dogs are allowed.

See also E.4.5: Noxious animals and A.7: Grazing

E.1.2 Wildlife Sanctuary
Gabalah Co-operative lands shall be declared a wildlife sanctuary.

E.1.3 Rescinded: Supervision of candles

E.1.4 Use of Tropical Timbers
The use of tropical timbers (e.g. Meranti) is strongly discouraged. NO Meranti shall be used on Community projects, unless it is recycled timber.

E.2 WESTERN WETLANDS WILDLIFE SANCTUARY
E.2.1 Area for Wetlands Wildlife Sanctuary
An area for a wetlands wildlife sanctuary is to be proposed. The management of the area shall be in co-operative with NPWS, other knowledgeable people and the Land Management Group.

E.2.2 Area Eastwards of Wetlands Wildlife Sanctuary
The area extending eastwards of the wetlands wildlife sanctuary shall be no further than where the land starts to slope uphill from the western drainage area.

E.3 ENVIRONMENTAL PLAN
E.3.1 Areas Covered
Gabalah's environmental plan shall at list cover the areas of:
- Forest sanctuary areas
- Transition zones
- Wildlife sanctuary
- Work program for maintaining environmental protection areas
- Cleared land outside settlement areas
- Animal policy
- Water plan
- Paths
- Roads
- Sites for future Community structures and places
- Fire prevention policy
- Siting of settlements
- Village plans
- Structures
- Permaculture
- Internal communication system (bush telephones or CB radios)

(E.3.2 See S.4.3: Overall planning map of each village)
E.4 SANCTUARY

E.4.1 Sanctuary Definition
a) The present forest edges shall define the minimum area of sanctuary or environmental protection zone on Gabalah.
b) The transition (or buffer) zones shall connect sanctuary and settlement areas, their width (above a basic fire protection minimum) shall be determined by the people of adjacent villages, the Sanctuary Caretaker Group and any relevant sources of information and shall be confirmed by a subsequent GM.
c) The transition zones not immediately adjacent to an existing village shall be defined and maintained by the Sanctuary Caretaker Group, and others shall be confirmed at subsequent GMs.
d) The activities permissible within sanctuary and transition zones as set out in the DA shall be confirmed.
e) The Sanctuary Caretaker Group shall establish management policies for sanctuary and transition zones and present this to a subsequent GM.
f) (See I.33.1: Fire breaks)

(E.4.2 Rescinded: Supervision of candles)

E.4.3 Cleared Areas
Cleared areas for which no village wishes to take responsibility at present shall be declared temporary environmental protection areas, subject to management policies to be defined by all interested people, including Fire and Sanctuary Caretaker Groups. Application for specific use of these areas shall be made to the CordM with two weeks advertisement on the CM agenda board.

E.4.4 Permission for Developmental and Environmental Activities
The following activities shall not be allowed on Gabalah unless particular circumstances and minimal environmental disturbance warrant them. Permission can only be obtained after two weeks advertisement on Community notice boards, then written approval from a CordM and from Environment or Land Management Coordinators who are to inspect the site (if these are away, substitutes may be authorised by the CordM to inspect the site):

a) Clearing or construction of roads or access routes.
b) In sanctuary and forest strips and forest edges:
   i. the cutting or destruction of living or dead standing native trees,
   ii. the use of earth moving machines, tractors, slashers, chainsaws or any other machinery.

See also I.3.7 Dead trees that could fall on access roads or structures

E.4.5 Wildlife Protection
a) Gabalah shall adopt a policy of aiming to increase and extend our effectiveness as a wildlife sanctuary by recognising and seeking to counter the destructive threat of cats and foxes through an active and continuing program of trapping of feral cats, and foxes, with each village having a trap that works and someone who keeps it set and attends to it.
b) No native wildlife shall be taken off the property, and our policy that no dogs, cats and rabbits be brought onto the land is reaffirmed.
c) (See E.9.1: VCA)
d) (Rescinded : Feral-proof fence)

See also E.9: VCA

E.5 ACCESS ROUTES
See A.10

E.6 NOXIOUS ANIMALS
(See Bylaw A.1.1: Dogs and cats)
E.6.2 Noxious Animals
Any animal classified as noxious shall not be allowed to live on Gabalah (eg. wild dogs, feral cats, feral pigs, rabbits, foxes, etc.)

E.6.3 Fines
Any fines incurred by Gabalah for the infringement E.6.2 above shall be levied on the individual(s) responsible.

E.7. NOXIOUS PLANTS

E.7.1 Noxious Plants
a) (Rescinded : Register of plants)
b) (Rescinded : Register and method of eradication)
c) Villages shall be held responsible for the removal of noxious plants within their stated sphere of responsibility

E.7.2 Running Bamboo
a) Members, visitors or villages planting running bamboo on Gabalah and subsequently leaving the property, and if the bamboo is considered a problem, shall have the cost of removal of the bamboo added to their levies, deducted from the price of their membership, or the bill sent to them.
b) No running bamboo to be planted on Gabalah land and all existing running bamboo is to be eradicated.
c) Any person having planted running bamboo shall remove it and bear the cost of removal. However, in cases of financial hardship, the planter can apply to Gabalah via a CordM for a loan for removing the bamboo.
d) That the major removal of the running bamboo shall be completed by 31 August 2000. Follow-up to be monitored by the Internal Environment Coordinator.
e) That all running bamboo shall be removed in consultation with the Internal Environment Coordinator.

E.8. USE OF POISONS
(E.8.1 Rescinded : Policy re use of poisons)

E.8.2 Use of Poisonous Non-biodegradable or Hazardous Substances
Any future use of poisonous non-biodegradable or hazardous substances must be discussed at a CordM before use so that information can be given and the safest alternative be chosen.

E.8.3 CCA (Copper Chrome Arsenate) Products
CCA (copper chrome arsenate) products shall not be used on Gabalah.

E.8.4 Toxicity Tests
a) (Completed: Working group to look at soil testing needed to determine ex-banana plantation toxicity on Gabalah)
b) (Completed: The final agreements to be made at a CordM).
c) (Completed: Toxicity test on Clarrie’s site)
d) Gabalah will pay for soil toxicity testing for sites, as required for council approval of structures

E.9 VCA (VOLUNTARY CONSERVATION AGREEMENT)

E.9.1 Exploring Entering into a VCA
Explore with the NPWS and approve in principle entering into a Voluntary Conservation Agreement for Gabalah, to cover permanently our existing wildlife sanctuary and forest preservation, and any other agreed clauses.

E.9.2 Entering into a VCA
Gabalah approves entering into a VCA subject to satisfactory negotiation with NPWS as to conditions for its implementation.

E.9.3 Land Proposed for VCA
Subject to the exceptions listed below, the land proposed for a VCA is approximately the land within those agreed forested sanctuary areas of Gabalah which are zoned 7A (Environmental Protection) in the Tweed Shire Council 2000 Local Environmental Plan. The boundaries will
be as agreed through on-site consultation between representatives of NPWS and Gabalah, including, in any particular area, those of the nearest village. The final boundaries will be those which can be documented by a surveyor in straight lines or following a natural boundary such as a creek.

**E.9.4 Other Areas Proposed Subsequently**
The VCA proposal may subsequently include other areas, as agreed at this or subsequent general meetings (for example, parts of Headland, parts of Portion 344 such as the Lakes etc.).

**E.9.5 Zones of the VCA**
*Within* the VCA forested areas there may be (as mutually agreed in a negotiated Management Plan before the VCA is finalised)

a) An Outer Zone (of width to be agreed) where activities such as fire-hazard reduction (especially near structures, fire trails etc.), collection of dead wood (but not logs large enough to become hollow and serve as animal habitats) and removal of selected logs for community projects may take place

b) An Inner Zone with a higher degree of protection.

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**See also:** F.3.10 Fire retardant trees
F.12.17: Projects involving environmental process
S.4: Settlement and Density

**E.9.6 Acceptance of the Draft VCA**
That Gabalah accepts the draft VCA subject to a GM agreement on
a) a Plan of Management
b) on boundaries of land to be included
c) on whether it is to be a 2 stage process or not
d) on amendments of the text of the agreement at a GM (including possible escape clauses)
e) any other amendments a Gm decides
f) and subject to consultation with people who have a VCA on their land for some time
and that the consultation process be open to all.

**E.9.7 The Land to be Included in the VCA**
The Land to be included in the VCA amended as follows:
A) THAT THE FOLLOWING LAND BE INCLUDED FOR GABALAH’S VCA PROPOSAL:
   To be decided.

**E.9.8 The Agreement**
Amendment 1 to proposal 2 the Agreement:
Amendment to clause 8.2: that the word ‘repealed’ be added before the word ‘amended’ as suggested by Warwick Smith.
That Gabalah accepts the draft Voluntary Conservation Agreement *with the above amendment*, as distributed with the NL of January 2004 with amendments as listed in the April NL 2004 and any other amendments made at this GM.

**E.9.9 The Plan of Management**
That Gabalah accepts the draft “Plan of Management for Lands Subject to a Voluntary Conservation Agreement”, to be part of Gabalah’s VCA.

**E.11 COLLECTION OF TIMBER.**

That Gabalah allow collection of dead fallen, non-hollow, timber within the 10 metre forest edge adjacent to villages and on the western boundary and along road edges, excluding the road to the Lakes, whether we have a VCA or not. No timber to leave Gabalah. Sensitive chainsaw use allowed after consultation with people (living) nearby.
F. FINANCE
F.1. Annual Levy
   (F.2. Frozen Funds: completed to F.12.19)
F.3. Membership (Shares and Joining Fee)
F.4. Residents Levy, Visitors Contribution, and Other Levies
F.5. Structure Levy
F.6. Site Reservations
F.7. Prospective Members
F.8. Personal Guests
   (F.9. Moved to M.7: Active membership and forfeiture of shares)
F.10. Aboriginal Donation
F.11. Recognition for Work (RFW)
F.12. Projects
F.13. Donations
F.14. Structure Maintenance Contribution
F.15. Budget
   (F.17. Moved to M.10: Inheritance ceased Estate)
F.18. Other Financial Agreements

F.1. ANNUAL LEVY
F.1.1 Annual Levy
   a) (Superseded by F.1.5: Annual cost of Annual Levy)
   b) Members shall be required to pay an Annual Levy. Non payment will render a member
non-financial.
   Note: the Annual Levy for resident members is now included in the Residents Combined Levy

F.1.2 Shared Shares
People in shared shares are left the discretion to each pay the Annual Levy.
   (F.1.3 Rescinded: Annual Levy)

F.1.4 Annual Levy for Non-residents
The Annual Levy for non-residents shall become due on January 1st each year and be
considered overdue after March 31st each year.

F.1.5 Cost of Annual Levy for Non-residents
   a) (Superseded by F.1.5.b)
   b) Since July 2000, the Annual Levy for non-residents is $137.50 (including GST)

(F.1.6 Superseded by F.4.5: Resident levy)
F.1.7 Annual Levy of Members on Withdrawal List
The Annual Levy of non-resident members whose shares are placed on the withdrawal list
will be limited to $10 a year (after the year of notification). If a member decides to go off the
withdrawing list (before being paid out), they will need to pay back the balance of the full
levies for the time when the shares were on the withdrawal list.

F.1.8 Annual Levy for Non-resident Members Who have Paid the Annual Levy for 20
   Years
That non-resident members who have paid the annual levy for 20 years, have their annual
levy reduced to $20 only a year, once they have paid up to date. Should they ever seek
residency in the future, they will revert to paying the current levy, eg. the appropriate
combined weekly levy.

See also .F4.2: Non-payment of Annual Levy

F.2 FROZEN FUNDS
   (F.2.1 Completed: Survival budget)
   (F.2.2 Rescinded: Interest on frozen funds)
   (F.2.3 Completed: RAPAS scheme)
   (F.2.4 See F. 12.19: Water levy)
F.3 MEMBERSHIP (SHARES AND JOINING FEE)
(F.3.1 Superseded by M.1.2: Membership price and payment)
(F.3.2 Superseded by M.1.2: Joining fee)
F.3.3 Use of Joining Fee in Budget
   a) (Superseded by F.3.3.d below)
   b) (Superseded by F.3.3.d below)
   c) (Completed)
   d) The joining fee paid in by new members shall be used to pay out withdrawing members’ shares. If there is no one on the withdrawing list, the joining fees shall be incorporated in the general budget. If there is no money coming in from new members’ joining fee, a maximum of three withdrawing members per year may be paid out from the annual general budget.

(F.3.4 Completed: Money borrowed from frozen funds)
(F.3.5 Superseded by F.3.6)
(F.3.6 Completed: Use of joining fee for projects)
See also M.1.2: Membership price and payment, M.7: Forfeiture of shares

F.4 RESIDENTS COMBINED LEVY, VISITORS CONTRIBUTIONS, NEXT OF KIN (NOK), PARTNER CONTRIBUTIONS
(F.4.1 Completed: Thanks to land maintenance fund)
(F.4.2 See F.1.1.b: Annual Levy)
F.4.3 Residents’ Combined Levy Compulsory
The Residents’ Combined Levy is compulsory for resident members. Non payment will render a member non-financial.
F.4.4 Use of Levies and Contributions
Levies and contributions shall finance the running costs of Gabalah.
F.4.5 Residents Combined Levy (Annual Maintenance Payment)
   a) A Residents Combined Levy shall be paid. The GM shall determine the amount of Residents Combined Levy based on the estimated maintenance budget. The Residents Combined Levy shall include:
      i. The weekly levy (old ‘resident levy’ and any extra levy as decided by GMs). Note: this cannot exceed $30 per week, as per our Co-operative Rules
      ii. A weekly pro-rata of the annual levy
      iii. The GST on ALL levies
      Note: A penalty of $2 per week shall be added if the levies are in arrears of more than 4 weeks.
   b) c) e) f) g) h) i) a) b) c) d) See F.4.5.a:i: Maximum cost of resident levy
A GM shall have the power to vary the Residents Combined Levy at its discretion, within the maximum amount set out in our Co-operative Rules

   d) For the purpose of this rule, members liable to pay Residents Combined Levy are:
      i. All members in residence on the Co-operative lands
      ii. Visiting members not in permanent residence

All members due to make payment shall do so annually or weekly in advance (stop sentence here, strike out rest: new rules do not mention ‘non-financial’) and if any member shall be in arrears, such arrears shall be paid in full by the day prior to any date fixed for the next following GM and if such arrears are not paid by such date then the defaulting member shall be considered non-financial, as per our Co-operative Rules
In the event of shares being resold by the Co-operative, the balance of the value of the shares less any monies due to the Co-operative shall be refunded to the ex-member in accordance with the Co-operative Rules and within 12 months of the date of sale.
The Residents Combined Levy shall be adjusted according to movements of the Consumer Price Index (CPI). On reaching the 70¢ mark between dollars, it shall be automatically rounded up or down to the next full dollar.
Superseded by F.4.5.i.below
The Resident Combined Levy is increased to $20 per week
F.4.6 Various
(See F.4.13 a: Combined Resident Levy for resident members)
(See F.4.13 a: Combined Resident Levy for resident members)
(See F.4.7: Visitors Contribution)
(See F.5: Structure Levy)
e) a) b) c) d) e) f)
(See F.6: Site Reservation)

F.4.7 Visitor Contribution
Visitors shall make a Visitors Contribution: this shall be the equivalent of the Residents Combined Levy, plus a contribution to the village fund as determined by CordM. If the village does not take their share, or if the visitor is staying in communal areas, all of the contribution goes to Gabalah. Villages who do not take responsibility for collecting their Visitors Contribution shall forfeit their share of the village contribution. The Visitors Contribution shall be paid in advance to the village reps or treasurer(s). The amount of the contribution paid by visitors can be adjusted accordingly by CordM. If any visitor living on the land falls behind in their contributions, then the amount owed is added to their sponsor’s levies every three months. Visitors under 18 years old living on the land but not with their parents or a nominated guardian shall be classified as visitors.

g) Registered wwoofers shall pay visitors contributions when staying more than 3 weeks on Gabalah. A wwoofer host can apply at a Co-ordsM for a time extension.

See also A.3: Visitors policy

See also F.4.13: Financial responsibilities when absent from the land
(F.4.8 Superseded by A.4.5)

F.4.9 Next-of-Kin (NOK)
a) See A.3.9
b) When staying on the land more than three weeks, all NOKs shall pay the equivalent of the Resident Combined levy, plus any village levies if applicable.

Exceptions:
i. NOKs do not pay contributions if they are still at high school
ii. Between 18-25 years of age, NOK contribution shall be 10% of their income, up to the maximum NOK contribution, plus any village levies if applicable

c) NOKs between the ages of 18 and 25 are exempted from paying contributions when absent from the land for one week or more, provided that they give advance notice to the treasurer.
d) NOK contributions can be adjusted accordingly by CMs
e) Financial sponsorship of NOKs: NOKs must have village approval and financial sponsorship. Sponsorship forms must be signed.
   i. If living on the NOK’s site, then the NOK automatically becomes the financial sponsor
   ii. If living separately from the NOK, then any resident member can sponsor them.
f) If a NOK living on the land falls behind in their levies, the amount owed is automatically added to their sponsor’s levies every three months.

See also F.8.1: Personal guests

See also F.4.7.f: Visitors under 18 years old
(F.4.10 See F.12.17: Cost of projects)
(F.4.11 See M.7: Active membership and forfeiture of shares)
(F.4.12 See F.4.5.g: Residents Combined Levy annexed to CPI)
F.4.13 Financial Responsibilities While Absent from the Land

a) All resident members shall pay the Residents Combined Levy whether they are living here full time or absent from the land (working, holidaying). There shall be no exemptions from paying Residents Combined Levy, i.e., no changing of status from resident to non-resident and back in order to avoid paying the appropriate levies during absences from the land.

b) The following groups shall pay their Residents Combined Levy or Visitor Contribution to Gabalah whether they are present on the land or not, as do all resident members:
   i. Any prospective member who extend their orientation period by absences from the land, but still claims a site and intends to hold an acceptance meeting
   ii. Any person on a Saving for Shares scheme who likewise has been allocated a site in a village
   iii. Any long-term visitor (those who are here over three months and have Gabalah as an official postal address) occupying a structure or with a permanent campsite.

See also M.7: Forfeiture of shares

F.4.14 Partners of Members

i) That their visitors’ contribution remain the same as that of other visitors.

See also: A.3.10

F.5 STRUCTURE LEVY

F.5.1 Cost of Structure Levy

a) Non-resident members shall pay a structure levy of an equivalent amount to the Residents Levy, if they have a structure on Gabalah.

b) The payment of a Structure Levy equivalent to the Residents Levy shall be compulsory 52 weeks per year for all non-resident members having an existing structure on the land. Cases of extreme hardship may apply to a CordM for exemption.

F.5.2 Structure Levy for Vacating Member

a) The resident member wishing to sell a structure shall not incur a Structure Levy on that structure providing that:
   i. The resident member vacates the structure and removes all possessions not intended for sale,
   ii. The final maximum price has been set by the Co-operative,
   iii. The structure is properly advertised for sale,
   iv. Should the resident member decide to withdraw the structure from sale, will accept liability for payment of all back structures levies,
   v. The resident member signs an agreement attesting to above points and the exemption shall apply from the date the signed agreement is received by Gabalah Co-operative.

b) A Structure Levy shall be payable by the persons other than the resident member, occupying a house for sale after an exemption agreement as in 5.2a.v has been received.

c) Such persons may be liable to the resident member for a Structure Maintenance Contribution of no more than $30 per week.

See also F.14: Structure Maintenance Contribution

(F.5.4 See F.4.13: Financial responsibilities while absent from land)

F.6 SITE RESERVATIONS

F.6.1 Site reservation for Future Residency

Non-resident members can apply to the CordM, with approval from the village concerned, to reserve sites for future residency within the context of an approved village to which they have an ongoing commitment.

F.6.2 Site Reservation Levy

a) A Site Reservation Levy, equivalent to the Residents Combined Levy, must be paid to Gabalah, once the member has been accepted into a village and has an exact site reserved for future structure, and approved by the village.
b) Site reservations may be made, on village approval, for an equivalent amount to the Residents Combined Levy.

**F.7 PROSPECTIVE MEMBERS**

**F.7.1 Prospective Members’ Contributions**

Prospective resident members shall pay the equivalent of the Visitors Contribution until their membership is paid for, except those who are on a Saving for Shares Scheme.

*See also M.1.7: Saving for Shares*

**F.8 PERSONAL GUESTS**

**F.8.1 Contributions for Friends and Relatives Visiting a Resident Member**

Friends and relatives visiting a resident member may stay on the land for three weeks in any one year without paying visitors contribution. After this time the visitor shall approach a CordM to extend their stay. The Visitors Contribution shall apply for stays of more than three weeks.

**F.8.2 Financial Sponsorship of Personal Guests**

*Members who have guests living with them shall be responsible for their guests’ debt (including those monies owed retrospectively), if their guests have not met their financial obligation to Gabalah, ie. not paid their Visitor Contribution.***

**F.9. FORFEITURE OF SHARES:**

All shares of members owing over $200 in levies and subscriptions to Gabalah shall be forfeited after the following actions have been taken:

a) At least two letters shall be sent asking for commencement of payment or full payment and asking the member to contact a CordM to negotiate repayment of the debt. The second letter, if necessary, must be sent certified mail. On Gabalah, two Coordinators must hand the letter to the member concerned. This second letter shall inform them of the last possible payment date, or suggest they commence a payoff deal within 21 days (of letter).

b) If no payment or payoff deal has been started 21 days after the second letter, the member shall be submitted as a Special Resolution to a GM for forfeiture to take place.

*Clarification: Forfeiture means the person must be paid out within one year of forfeiture being decided by GM. A certified letter must be sent to the person advising them of these actions.*

**F.10. ABORIGINAL DONATION**

**F.10.4 Aboriginal Donation and CPI**

A commitment is made to give an annual donation to Koori interests. This donation is linked to the CPI index. Since GM, this donation is $2,825.

**F.11. RECOGNITION FOR WORK (RFW), VOLUNTEER WORK, LETS SYSTEM**

**F.11.1 Coordinators’ Remuneration**

a) Superseded by Co-operative Rule 65:

The co-ordinators shall not receive remuneration for their services as co-ordinators other than such remuneration as approved by members at a general meeting. All reasonable and out-of-pocket expenses incurred by co-ordinators in the business of the co-operative shall be refunded to them.

b) *(See F.11.2.a)*

**F.11.2 RFW (Recognition for Work)**

a) *(Rescinded: RFW for claimant in debt)*
b) The work of the Secretary, Treasurers, Legal Liaison Coordinator, Newsletter Editors, Fire Coordinator, other coordinators not presently eligible for RFW and any other persons as approved by CordM shall be eligible for RFW

c) (F.11.2 c) superseded by F.11.2 f)
d) The Fire Coordinator shall be eligible for RFW for coordination of fire work and attending outside local bushfire meetings. The Fire Coordinator shall be paid for travel expenses.
e) Anyone eligible for RFW shall provide detailed information to the CordM: when approval was given, work done, hours, additional expenditure etc. RFW reports on individuals shall be produced every six months in writing.
f) Agreement to raise RFW units to 10 units per hour plus a 2 unit tool allowance,

(F.11.3 See F.11.2.c: Fire Coordinator)
(F.11.4 See F.11.2.b: Legal Liaison Coordinator)
(F.11.5 See F.11.2cd: Fire Coordinator)
(F.11.6 See F.11.2.b: Newsletter Coordinator)
(F.11.7 See F.11.2.d: Requirement for RFW)
(F.11.8 See F.11.2.b Coordinators not presently eligible for RFW)

F.11.9 LETS System
A voluntary LETS system on Gabalah shall be approved, where members or non-members doing work for Gabalah could be paid in LETS units, and where members and non-members could pay part of their levies in LETS units. Details shall be worked out and brought back to a subsequent GM.

F.11.10 Cost Associated with Work for Gabalah
All members and other people who undertake work for Gabalah may be reimbursed for any costs they incur in undertaking this work after approval of the work and the costs by a CM.

See also A.4: Work contribution

F.12. PROJECTS

(F.12.1 Rescinded : Tree nursery)
(F.12.2 Rescinded : Purchase of equipment)
(F.12.3 Rescinded : Interest earned for water system)

F.12.4 Income Producing Projects
A CordM may administer/approve contracts/agreements with individuals/groups for income producing proposals that use Community resources or have a substantial impact on the Community under the following guidelines:
  a) Advertising of proposal details shall be displayed for at least one month on the Community notice boards, before approaching a CordM.
  b) Proposal shall be in harmony with Gabalah and village principles and agreements.
  c) Annual review of contracts/agreements.
  d) No capital investment on the part of Gabalah (without GM approval).
  e) Some tithe, fixed amount or other suitable benefit shall be returned to Gabalah.
  f) Where there is a conflict of interest between Gabalah projects and individual's project, Gabalah shall have priority.

F.12. 29 Data Projector
That a working group work out details and take proposal to CM
That a working group be formed to put proposal to go to a CM, using monies in Special Projects.

F.13. DONATIONS

F.13.1 Yearly Donations
An amount of $500 or more shall be allocated in the yearly budget, to support outside issues, causes, appeals, etc (eg. environmental, peace, third world issues).
(F.13.2 Completed : Tsunami $5000 Donation) Date?

F.13.3 East Timor
That Gabalah Coop investigate how to create a long-term financial commitment to the village of Com as part of our “special relationship”.

**F.14. STRUCTURE MAINTENANCE CONTRIBUTION**

(F.14.1 See A.3.4: Visitors staying in members’ houses)
(F.14.2 See A.3.4: Visitors’ responsibilities)

**F.14.3 Sharing a House**

If a member has someone sharing the house while they are still living there, each must pay their own Residents Combined Levisitors Contribution, and the Structure Maintenance Contribution is to be shared by the resident member and his guest.

**F.14.4 Staying in a Member’s House**

The payment for staying in a member’s house in the resident member’s absence shall be limited to:

a) The resident member(s) current Structure Levy (to Gabalah),

b) Superseded by F.14.4.d $30 per week Structure Maintenance Contribution (to the resident member)

c) Current village contributions if relevant.

d) That house maintenance monies be increased from $30 to $36 per week in accordance with the CPI:

(F.14.5 Rescinded: Goodwill deposit)

**F.14.6 Changes to Structure Maintenance Contribution**

Appeals for changes an monetary additions to the Structure Maintenance Contribution, made on the basis of the monetary costs of the structure, shall come to a CordM for approval.

**F.14.7 Structure Maintenance Contribution on Houses for Sale**

If more than $30 maintenance is allowed by CordM to be paid on a house that is for sale, and is occupied by the prospective buyer, the following shall apply:

a) If the structure is subsequently sold to that occupier the total paid (less $36 per week) shall be subtracted from the sale price.

b) If the reimburser pulls out, this money shall stay with the resident member.

See also F.5.2: Structure levy for vacating member

**F.15. BUDGET**

**F.15.1 Proposal Requiring Money Outside Budget**

If a proposal comes to a GM for money to be paid outside of the existing budget, that proposal shall contain a component of how to raise the money to finance this (eg. raising the Residents Levy).

**F.15.2 Pre-GM Budget Meeting**

The pre-GM Budget Meeting for the coming financial year shall be scheduled so that the proposed budget can be printed in the Mane Newsletter. This budget shall then be ratified by that GM.

**F.15.3 Budget Reviews**

The CoordMs are empowered to do the budget reviews, as it seems fit.

**F.16. MEMBERS’ LIABILITIES**

**F.16.1 Liability of Members to the Co-operative: Co-operative Rule no 33**

a) A member shall, in accordance with Section 76 of the Act, be liable to the co-operative for the amount, if any, unpaid on the shares held by that member, together with any charges, including entry and periodic fees, payable by the member to the co-operative as required by these rules.

c) On the death of a member, the member’s estate is subject to the same liability as the member would have been until the member’s personal representative or some other person is registered in the member’s place.

d) The joint holders of a share shall be jointly and severally liable in respect of any such amount unpaid on shares and to any such charges referred to in Rule 33. a.

e) Should the co-operative incur any liability, financially or otherwise, arising out of a member’s breach or failure to comply with Federal, State or Local Government law,
ordinance, regulation or requirement, such member shall fully indemnify the co-operative in respect of any such liability.

f) Any liability shall be deemed to be a debt due by the member to the co-operative from the member in the manner provided by Rule 40 or in a court of competent jurisdiction.

(F.16.2 See E.6.3: Fines for noxious animals)
(F.16.3 Moved to F.8.2 Members responsible for guests)

F.16.4 Debt to Co-operative by Members
Any debt to the Co-operative incurred by members, as agreed to by CM, GM or CoordM, shall automatically be added on to the member’s levies.

See also: I.1.1: Insurance on Structures and Property
E.6.3: Fines for noxious animals
(F.17. INHERITANCECEASED ESTATE: moved to M.1.4 & M.10.2)

F.18. OTHER FINANCE AGREEMENTS
(F.18.1 See F.11.9: LETS system)

F.18.5 GST
From July 1st 2000 the annual levy for non-resident members, the resident combined levy for resident members and members with structures or sites, the price of the joining fees (including the joining fee of the saving-for-shares scheme), and all other revenues shall be raised 10% to meet Gabalah’s obligations to pay the GST.

F.19 The Meditation Space.
I. FIRE
I.1. Bylaws
I.2. General Agreements
I.3. Fire Management
I.4. Fire Hazard Litter
I.5. Gabalah Fire Group
I.6. Equipment
I.7. Fire Budget

I.1. BYLAWS
I.1.1 Insurance on Structures and Property
In a fire emergency situation each individual resident member is responsible for protection of their property and shall take such steps as may be prudent to secure the property against fire. The safety of individuals shall be their responsibility. Insurance on property is the responsibility of the individual member.

I.2. GENERAL AGREEMENTS
I.2.1 Emergency Procedures
All members and residents should be familiar with agreed procedures for water and fire safety and other emergencies, especially fire, and be able to use the appropriate equipment. Fire fighting equipment should be on hand in all settlement areas and at the Mainhouse.
I.2.2 Burning Off
There shall be no burning off on Gabalah other than to fight an advancing bushfire.
I.2.3 Village Fire Fighting Measures
Every village shall establish adequate fire fighting measures.
I.2.4 Chimneys and Stove Pipes
All chimneys and stove pipes shall be fitted with appropriate spark arresting devices.
I.2.5 Village Fire Shelters
Each village should have at least one fire shelter in a Fire Group approved position. The earthworks of these shelters shall be funded by Gabalah after approval by the Fire Group.

I.3. FIRE MANAGEMENT
I.3.1 Fire Breaks
The Fire Group and the Land Management Coordinator (or a representative) shall consult and work together in the definition of fire breaks and areas of regular, occasional or no slashing or grazing outside of settlement areas.
I.3.3 Fire Management Plan
  a) (Superseded by I.3.3.c below)
  b) A copy of the Gabalah Fire Management Plan shall be made available to all members (after its acceptance by Tweed Shire Council Fire Officer and its ratification as a Bylaw of Gabalah Co-operative)

(I.3.4 See I.3.3.b)

I.3.5 Emergency Plans
The organisation of contingency plans for emergencies (fire fighting in local areas, evacuation, shelter and checklist of individuals) shall be the responsibility of each village or cluster. Residents should review their local plans and amend them by agreement as appropriate. These plans and the changes to them should be ratified by the Fire Group (in writing).
I.3.6 Village Guidelines
If a village chooses to add guidelines for their village area beyond those of the Gabalah Fire Management Plan, ratification by Fire Group and subsequent GM shall be required.
I.3.7 Dead Trees That Could Fall on Access Roads or Structures
Dead trees in such a position that they could fall across an access route or on a structure may be felled. Such trees shall be decided on by the Fire Group and marked with a red ribbon.
by Fire Group members. The time of possible felling shall be advertised for comments on Community notice boards for at least two weeks in advance (for re-consideration). If no competent volunteers are available on Gabalah, an outside contractor may be employed and paid by Gabalah.

See also E.4.4: Cutting or destruction of living or dead standing native trees

I.3.8 Village Responsibility for Slashing Communal Areas
Villages are responsible for maintaining communal areas that have been allocated to them by the Community, keeping them well slashed in fire season, aiming to be fire safe.

I.3.9 Fire Retardant Trees
It is strongly recommended that only fire retardant trees be planted where possible, especially on access routes.

(I.3.10 Rescinded: supervision of candles)
See also: B.2.2: Distance of structures from forest edge

E.4.1.f and E.4.2.g: Fire breaks

I.4. FIRE HAZARD LITTER

I.4.1 Responsibility for Removal of Fire Hazard Litter
Residents shall have the responsibility to remove fire hazard litter from the edges of the forest areas adjacent to their villages for a distance of 10 meters into the forest. Conditions: Leaf litter is to be left in the wet and raked in the dry times.

I.4.2 Method of Removal of Fire Hazard Litter
Fire hazard material in bush strips between villages and in the western boundary areas next to clearings (western boundary area in SW village and north of entrance gate, and northwest corner) shall be reduced by one of the following methods specifically for each area:

a) Hand removal of all dead material
b) Hand removal of lantana
c) Brush cutter removal of lantana, blady grass etc.

Any other measures shall be with the approval of a CordM after two weeks advertisement on Community notice boards and a recommendation after inspection by Environment and Fire Coordinators and any interested Fire Group members.

See also E.4.4: Cutting or destruction of living or dead standing native trees

I.5. GABALAH FIRE GROUP

I.5.1 Definition
The Gabalah Fire Group shall consist of:

a) The Fire Coordinator (as chosen annually by GM)
b) At least one representative from each village.
c) The Gabalah Fire Fighting Group, consisting of volunteers with experience or willingness to undertake training in fire fighting.

A list of the names shall be displayed in the Newsletter. Organisation and policies shall be decided at GMs as they are developed.

I.5.2 Functions of the Fire Group
The Fire Group functions are to:

a) Organise fire hazard reduction in communal areas,
b) Keep village members informed of fire matters,
c) Hold regular equipment checks and fire drills,
d) Continue the implementation of the Fire Management Plan, reviewing and amending it via GM as appropriate.

I.5.3 Fire Coordinator
The role of the Fire Coordinator(s) shall be organisational and educational. They should promote the carrying out of the Gabalah Fire Management Plan (with any additions or amendments as agreed by GMs) and this shall be the limit of their responsibilities.
I.5.4 Fire Coordinator and Forestry Commission
The Fire Coordinator shall have a close liaison with a person in the Forestry Commission directly responsible for authorising burning off.

I.5.5 Authority of Fire Coordinator
If in the opinion of the Fire Coordinator a person is at risk at the scene of a fire on Gabalah, they shall be excluded from attending.

See also: F.11.3 & F.11.5: RFW for Fire Coordinator

I.6. FIRE EQUIPMENT
I.6.1 Regular Checks on Fire Equipment
   a) A regular checking shall be done of:
      i. all communal fire fighting equipment
      ii. the need for slashing of firebreaks and long grass anywhere,
      iii. the central water system,
      iv. the CB radio system operation.
   b) The villages shall check regularly (and report to the Fire Coordinator):
      i. the village’s fire fighting equipment
      ii. the need for slashing in and around the village, and in the communal areas which are under the village’s responsibility
      iii. the village’s water system
      iv. the village’s CB radio system.

I.7. FIRE BUDGET
I.7.1 Fire Hazard Reduction
Gabalah budgets annually for fire hazard reduction.

I.7.2 Fire Safe Structure in Bundageree
Gabalah shall finance a fire safe structure which will hold at least 30 people at Bundageree.
(I.15.1 Completed: Information on forage harvester)
L. LEGAL
L.1. Legal Structure
L.2. Administration
L.3. Meeting Procedures
L.4. Decision Making Procedure
(L.5. First Owner Scheme: completed)
L.6. Income Producing
(L.7. Recognition for Work: see F.11)

L.1. LEGAL STRUCTURE
(L.1.1 Completed: Becoming a co-operative)
(L.1.2 Completed: Incorporation of Gabalah Co-operative)
(L.1.3 Completed: Using Gabalah Voluntary Association decisions)
(L.1.4 Completed: Converting Gabalah Voluntary Association decisions into by-laws)
(L.1.5 Completed: Amending constitution to buy shares in companies)
L.1.6 New Co-operative Rules
a) Completed: Special GM for approval of the new Co-operative Rules
b) The new ‘Rules of Gabalah Co-operative Ltd’ as amended and agreed to are adopted.

L.2. ADMINISTRATION
L.2.1 Policy Decisions to be made on the Land by GM
All policy decisions shall be made on Gabalah’s land by GM.
L.2.2 Requirements to be Coordinator
There is no need for any residential requirements to be a Coordinator.
L.2.3 Responsibilities of Coordinators
The Coordinators shall be responsible for dealing with external business of Gabalah Co-operative, plus such internal business as is necessary. They shall be directed by the agreements of GMs and CordMs.
(L.2.4 Completed: Special Resolution: Amendment of old Co-operative Rule 5.2)
L.2.5 Gabalah’s GM Agreements
a) (Completed and superseded by L.2.5.b: 97-98 revised edition)
b) August 02 revised edition:
   i. A simplification of wording is accepted, as long as it doesn’t change the original meaning of the agreement
   ii. Words are changed for current use ones
   iii. The order of agreements is rearranged to a more logical and easy-to-read sequence
   iv. References to specific newsletters are replaced by annexes of those articles
   v. Agreements that have been completed are automatically removed

L.2.6. New Auditor
We accept XX as our new auditor.

L.2.7. Investigation to Reduce Public Liability Risk
That Gabalah asks its solicitor to:-
1) inquire into, and advise on, the possibilities for legal structures that could minimise the risks of losing the land if any public liability legal action were taken against Gabalah Cooperative Ltd or an individual member;
2) such advice to include the possibilities of separating the ownership of the land from any liabilities which may occur by the action or lack of action by members of Gabalah or Gabalah Cooperative Ltd, such as transfer to a legal trust or donation to a conservation structure on condition of some lease-back arrangement to Gabalah Cooperative Ltd or its successor(s) for the purposes of a cooperative community and the conservation of the natural amenities of the Gabalah lands, or any other options that may protect the Cooperative or its Directors from incurring liability in a potential claim.
3) advise us on the likely cost of a) their services for preliminary inquiry advice, and b) the range of the expected anticipated cost of such legal advice to provide expert opinion; c) if possible, rough estimates of implementing such solutions, and the cost-benefits involved.

4) that up to $5,000 be allocated to cover these costs, to come from the insurance budget.

L.2.8 Clerical Assistant
(L.2.8.a) Clerical Assistant 04.06 Superseded by L.2.9 b))
L.2.9 b) Clerical Assistant Trial
a) That Gabriah employ a member as a clerical assistant.
b) That after approval from the CM, the work of the clerical assistant may be delegated by coordinators who need help in administrative work eg minutes; typing; computer work; filing; etc.
c) No individual member can give direction to the clerical assistant.
d) That a CM choose a member to do this work.
e) That the wage be 10RF.
f) That there be a review in 12 months to ascertain whether such a position is necessary.

L.3. MEETING PROCEDURES
L.3.1 CM Quorum
a) (Completed and superseded by L.3.1.b: change to CM and CM quorum)
b) A CM must have a quorum of 2 members.
L.3.2 GM Proposals
a) When proposals are put to a GM and are accepted and become agreements, those agreements shall be clearly written on a large scroll and displayed to the meeting.
b) The wording of the proposal shall be grammatically altered to satisfy its transition to an agreement.
c) The wording of the agreement passed shall be approved by the proposer and the meeting.
L.3.3 GM Procedures
a) The agenda of each GM shall appear in the Newsletter two weeks in advance, as per Co-operative Rule 54 (a).
b) Minutes and records of those members present shall be kept at the office.
c) Representatives for working groups shall be chosen by those meetings.
L.3.4 Order of GM Proposals and Working Group Reference
a) All proposals to the GM shall be recommended for consideration by a recognised working group (ESP, Fire, CoordM, etc.) or a CordM. Any proposal that has not gone through this process shall be placed at the bottom of the agenda.
b) The option to 'refer to a working group' shall be formally included in our decision-making procedure.
L.3.5 Speaking Out of Turn
If a person has been asked three times to speak only in turn, but then speaks out of turn again, the facilitator automatically shall ask them to leave the circle for a set amount of time, eg. 30 mins.
L.3.6 Silence
Silence shall be structured into our meetings to give us the time and space to remember the spirit of the Community.
L.3.7 Verbal and Physical Aggression
Verbal and physical aggression shall not be accepted in meetings. To assist with this, all persons talking shall be asked to sit in the circle and be part of it. People being verbally aggressive or hyped-up shall be asked by the circle to leave the meeting. A List of Barriers to Communication shall be available during meetings.
(L.3.8 Rescinded : Dates for GMs to fit in with school holidays)
(L.3.9 See A.2.8: Individual members being discussed at meetings)
L.3.10 GM Proposals to be Written on Butcher Paper by Proposers
Any proposal submitted shall be written out on butcher's paper by its proposer before the GM.

L.4. DECISION MAKING PROCEDURE

L.4.1 Decision Making Procedures
The following procedures have been agreed on:

a) A commitment to goals shall be required by the meeting members, eg. brevity, clarity, not interrupting, compassion, using reasonable tone of voice etc.

b) The meeting shall appoint a person or persons responsible to monitor goals (above) ie. to facilitate the meeting.

c) A count of members shall be done to establish if a quorum is present.

d) The agenda of the meeting shall be set according to priorities.

e) A set time shall be allocated on each agenda item. Time keeper(s) shall be appointed.

f) A 'circle' can be done on agenda items (this can be an option at the group's discretion - the group can move straight into discussion on an agenda item if it so desires).

g) A test for consensus shall be done after the facilitator has asked for anyone with a need for further information to speak.

h) The facilitator shall give time to a full hearing of objections if any. The outcome will be either:
   i. No objections,
   ii. Resolving of objections,
   iii. Modifying proposal, or
   iv. Objectors staying resolute.

- If i., ii. or iii. above are reached then consensus is reached.
- If objectors stay resolute (iv.) then:
   i) Count the objectors:
      i. If 10% or less object to the proposal, the meeting shall note the objections and the proposal passes with modified consensus.
      ii. If the number of objectors is greater than 10%, the decision shall be deferred to the following GM unless of the members present decide that they want to ‘deal with this matter now’

- If of the members present decide that they do not want to deal with this matter now, it is deferred to the following GM where it is to be resolved by majority vote after following points a) to g) above.
- If of the members present decide that they want to deal with this matter now, then the meeting may (by majority) opt for extended discussion time to reach consensudified consensus, or to vote by majority then and there.

Note (from the Co-operative Rules): majority vote shall be by show of hands unless at least 5 members ask for a secret or private ballot.

L.4.2 Standing Orders
The decision-making procedure above shall continue and it shall be known as part of the standing orders for GMs, and other meetings as appropriate.

(L.4.3 Completed: Referendum 12-month trial)

(L.5. FIRST HOME OWNERS SCHEME: Completed)

L.6. WORKSHOPS

L.6.1 The Legality of Having Workshops
The legality of having workshops on Gabalah shall be investigated through our solicitor and money shall be allocated for this research.

(L.7. RECOGNITION FOR WORK: See F.11)

(L.8. EXPULSIONS: See SU.3)
L.9. FINANCIAL LIMITS AND PLANNING ON PROJECTS

L.9.1 Major Projects
No major project (involving more than $500 or involving major environmental or other planning processes) shall be decided at a CordM without a working group having looked at the issue or a proper plan and outline being advertised on the CordM Agenda Board

See also: F.11: RFW
F.12.4: Income producing
F.12.12: Legality of workshops
M.7: Forfeiture of Share
M. MEMBERSHIP
M.1. Bylaws
M.2. Acceptance Meetings
M.3. Resident Membership
M.4. Sponsorship
M.5. Non-Resident Membership
M.6. Shared Shares
M.7. Active Membership and Forfeiture of Shares
(M.8. Membership Group: see M.1.6.a)
M.9. Shelter Shares
M.10. Deceased Members

M.1 BYLAWS
(M.1.1 no more by-law, superseded by A.3.8)
M.1.2 Membership Price and Payment
a) i. The cost of a membership is $40,000, plus a non-refundable joining fee which shall be adjusted at the AGM at its discretion.
ii. The non-refundable joining fee shall be increased by $1,000 from October ’99.
b) Payment shall be made within fourteen (14) days of the acceptance meeting, unless the prospective member has undertaken a GM approved Saving for Shares Scheme administered by the Membership Group and CordM.
c) Failure to pay on time shall make the prospective member liable for any price rise in the joining fee (each Oct GM) since the date of the interview.
d) A processing charge of $10 per week for late payment may be also charged at the discretion of the CordM.

M.1.3 Withdrawal
a) Members must wait one year after full payment of shares before applying for refund.
b) Money refunded on withdrawal will be original membership price of $40,000 less any monies outstanding at the time. Refund payment will only be made when the money from a replacement member is received.
c) Members wishing to sell their shares shall wait for their turn on the withdrawal list

M.1.4 Transfer of Shares, Inheritance, Buying a Second Membership
Shares shall not be sold or transferred without the consent of the Coordinators who are strictly regulated by the Co-operative rules and existing GM agreements. There is no direct transfer of shares or inheritance except:
a) Adult shares may be directly transferred to or inherited by partners an child (over 18 years old) without any increase in the joining fee provided membership requirements have been satisfied.
b) A second membership may be purchased by members at the same membership price of $40,000. Shares held in trust for a child or future partner do not entitle the trustee to a greater area of land use.
c) Should the second membership later transfer to an accepted partner, child or parent then current non-refundable joining fee shall be applied on acceptance of that member.
d) If the joining fee is paid at the time of purchase of a second membership, no joining fee shall be applied at the time of transfer of second membership to partner, child or parent.

See also M.10.2 Deceased Estate
(M.1.5 See B.1.4: Shared shares)

M.1.6 Membership Procedure
a) The Membership Group (Membership Sec.& interviewers) is appointed by GM. Interim appointments may be made by CordM.
b) i. No more memberships shall be sold unless a village invites people to join and guarantees them a site. This means that applications for membership will not be considered except if proposed by a village (this is our existing GM agreement M.3.4)
ii. The membership secretary plus a village rep (with a signed sponsorship form) may then
ask for the prospective member to begin orientation. This is done at a CordM with
one week’s notice on the agenda board, where the prospective member cannot be
present. If the CordM decided that a prospective member might be suitable for
membership, an interview shall be held (for each prospective member). This is
organized

by the membership secretary, and is done by two interviewers - one female, one male

who don’t reside in the same village as each other or as the prospective member. .

c) After the interview, the interviewers shall make a report at the following CordM (where the
prospective member cannot be present). The prospective member may commence the
required orientation period from the date of the interview unless the CordM decides
another interview is necessary or that the prospective member is unsuitable for
membership.

d) A minimum of six-month orientation is required for a resident membership during which
time the prospective member is required to spend 80% of that period on the land and
gain acceptance in the community.

e) The CordM may extend the orientation period without the prospective member incurring
any membership price if the extension is at the community bidding, or with price rises if
it is requested by the prospective member.

f) i. At the end of the orientation period, the prospective member, the membership secretary
and a village rep shall request from a CordM (after one week notice on agenda board)
that a second interview be organized. This is arranged preferably with one of the
original interviewers, and another one.
ii. At the second interview, the prospective member signs that he will abide by existing
Gabalah agreements.

g) After the second interview, the prospective member, the membership secretary and a
village rep present a proposal at the CordM (after one week notice on agenda board,
and advertised at the front gate) to hold the prospective member’s acceptance meeting.
The prospective member is then requested to leave the meeting, so that there is an
opportunity for serious concerns to be discussed. The interviewers shall make a report,
and the CordM can then decide if the acceptance meeting can be held, or if the
orientation period shall be extended, or that the prospective member is unsuitable for
membership.

h) i. Two weeks notice shall be given on the Community notice boards (CordM agenda board
and front gate) of the date and time of the acceptance meeting. (...)
ii. The acceptance meeting for resident membership shall have a quorum of 20
Community members including a representative of the Membership Group
(preferably one of the interviewers).
iii. Separate acceptance meetings shall be held for each prospective member, except
in the case of couples who are joining as a couple and sharing a site.
iv. Acceptance meetings shall be held when there is no other activity such as other
meetings, cafes or gatherings.
v. Acceptance parties shall be allowed to take place on the same day after the
acceptance meeting, but not at the same place as the acceptance meeting.
vi. Should the required quorum not be present within one hour of the advertised time,
the acceptance decision making shall be postponed for a further two weeks period
with the required notice. If a quorum is not reached a second time, the decision
shall again be postponed for two weeks with notice. If a quorum is not reached on
the third attempt then the application shall be considered to have been rejected.

i) Acceptance meetings shall use the Gabalah Co-operative’s decision-making process

j) If full payment has not been received within six weeks of acceptance, the prospective
member may, by agreement of the CordM, be required to undertake a further
orientation period an new acceptance meeting, or to resume visitor status, or to leave
the land with a refund of any membership monies minus any outstanding debts owed to
Gabalah.

k) If membership has been rejected, visitor status shall be resumed by the prospective
member and the CordM may decide that should leave within a certain time, and the
CordM shall decide a period of (at least 12 months) after which re-application for
membership may be made.
l) Possession of a resident membership entitles the member to access to the land, a voice in decision-making and the possibility of permission to reside full-time.
m) Post September 1984 non-resident membership shall entitle a member to access to the land and a voice in decision-making. Should a non-resident wish to take up full-time residence a further six month orientation period spent on the land and acceptance into the village shall be required with an acceptance meeting for residency. (Explanation: Pre September 1984 non-resident members wishing to live on the land do not need a six month orientation period and an acceptance meeting for residency.)
n) Should a non-resident not get accepted for residency and then wish to withdraw, they shall go to the bottom of the withdrawal list.

See also M.2.2: Acceptance meetings
M.1.7 Saving for Shares Scheme
a) (Rescinded: Hardship cases)
b) Special cases accepted:
   i. Shared shares
   ii. Long term partners of a long term member (two years is long term)
   iii. Parents saving for kids
   iv. 18 years old and children of resident members
   v. Parents of resident members
c) Conditions:
   i. Membership price current at the undertaking of the scheme
   ii. 10% deposit
   iii. Minimum regular payments (automatic transfer preferred)
   iv. Interest accrues to Gabalah
   v. Full payment within three years
   vi. First available membership when fully paid up
   vii. Contracts of default clause shall be drawn up and signed by the prospective member. Default clause shall include that first monies paid becomes the non-refundable joining fee, should the prospective member wish to withdraw from scheme.

M.2. ACCEPTANCE MEETINGS
M.2.1 Prospective Member at Acceptance meeting
Prospective resident members shall not be present at their acceptance meeting.
M.2.2 Finances and Site Allocation
   a) Prospective members must have their membership money, and be paid up in levies at the time of their acceptance meeting. Note: The only exception to this is for those who qualify for Saving for Shares Scheme.
   b) They shall have a site agreed to by the village in which they will live.
   c) From now on, all areas of responsibility (sites) allocated by villages to people orienting for membership shall have Co-ordinator Community Meeting and Fire and Environment Co-ordinator approval before allocation.

See also M.1.6.g: Acceptance meetings

M.3. RESIDENT MEMBERSHIP

M.4. SPONSORSHIP
M.4.1 Decision Making Process
The number of signatures for sponsorship shall:
   a) Depend on the decision making procedure of each village, if this has been agreed.
   b) Follow the normal decision making process of Gabalah GMs, i.e.:
      i. Aim at consensus,
      ii. Accept modified consensus,
      iii. Decide by majority vote.
**M.5. NON-RESIDENT MEMBERSHIP**  
*(M.5.1 Superseded by M.5.3: Non-resident membership)*  
*(M.5.2 See B.6.4: Non-resident members’ structures)*  
**M.5.3 No More Non-resident Memberships**  
No more non-resident memberships shall be sold.  
*See also: B.6.4: Non-resident members’ structures*

**M.6. SHARED SHARES**  
**M.6.1 No More Shared shares**  
Since October 1981, all new members must buy full, individual membership. There shall be no more shared shares.  
*(M.6.2 See B.1.4: Building and shared shares)*

**M.7. ACTIVE MEMBERSHIP AND FORFEITURE OF SHARES**  
**M.7.1 Special Resolution. Active Membership Provisions,**  
**Co-operative Rule 19**  
In accordance with Part 6 of the Act:  
(i) the creation of a community of resident and non-resident members who establish an environmentally and socially responsible rural settlement at Gabalah is the primary activity of the co-operative; and  
(ii) a member shall:  
A. pay an annual subscription of not less than $10, or such greater sum as a general meeting may determine, in accordance with Rule 23; or  
B. visit the land on at least one occasion during a twelve (12) month period, in order to establish active membership of the co-operative.  
**Co-operative Rule 20**  
a. The board shall, after giving notice in accordance with Section 132 of the Act, declare the membership of a member cancelled if:  
(i) the whereabouts of the member are not presently known to the co-operative and have not been known to the co-operative for a continuous period of at least 3 years before the date of cancellation; or  
(ii) the member is not presently an active member and has not been an active member at any time during the past 3 years immediately before the date of cancellation.  
b. The board is to declare the shares of a member forfeited at the same time as the membership is cancelled and the amounts due in respect of that cancellation and forfeiture shall be dealt with and repaid in accordance with Sections 134 - 136 (inclusive) of the Act  
c. The co-operative shall, in a form approved of by the Registrar, keep a register of memberships cancelled pursuant to paragraph (a) of this rule, which shall specify the particulars prescribed in Clause 6 of Schedule 1 of the Co-operatives Regulation 1997  
d. The board shall not be required to give notice, under this rule, if the member’s whereabouts are unknown to the co-operative and the amount required to be repaid to the member in respect of the cancelled membership (whether by reason of the cancellation of share or otherwise) does not exceed $50.  

**M.7.2 Share Forfeiture**  
Any proposed shares forfeiture shall be ratified by a GM.  
**M.7.3 Reinstatement**  
On application to the Society, shares forfeited due to the inactive membership rules or the whereabouts of the member being unknown, shall be considered favourably by the CordM for reinstatement without payment of the joining fee.  
**M.7.4 Forfeiture Process Test**  
*(Moved back to F.9)*  
**M.7.5 GM Process**  
Members owing over $200 and having been sent a second letter regarding monies owed to Gabalah and not having made an acceptable payment arrangement shall be considered by each GM regarding possible forfeiture of their shares, unless they attend that GM and make an acceptable agreement to pay the outstanding money.
M.7.6 Minimum Payment Arrangement
a) Members already paying off levies shall make a minimum payment which is 50% on top of
the existing weekly combined levy unless otherwise accepted by a CM.
b) If the member fails to comply with the arrangements made, the sale of their shares shall
proceed.

M.7.7 Payment of Shares Capital
Special Resolution: Members who at a GM fail to redeem their shares from the withdrawal list
may, at the discretion of the same GM, be repaid their shares capital immediately by
borrowing from the Frozen Fund.

M.7.8 Cancelling Payment Arrangement
Any member who has been put on the withdrawal list for forfeitures of shares and taken off
the membership withdrawal list by a GM on the grounds that they have agreed to an
automatic transfer to catch up with their levy arrears, will be paid out immediately if they
choose to cancel their automatic repayments before their debt has been repaid.

M.7.9 Superseded by Co-operative Rule 48.c: Order of Withdrawal List
Payment to the expelled member shall be made at such time as shall be determined by the
co-operative in its discretion but not later than twelve (12) months from the date of expulsion.

M.7.10 Forfeiture of Shares Method
If no payment or arrangement for payment has been done after the steps as described in
M.7.4 have been taken, and a GM decides to forfeit the member’s shares, the forfeiture of
shares shall happen on the following terms and conditions:
   a) Shares shall be placed at the bottom of the withdrawal list
   b) Priority on the withdrawal list shall be determined by the highest debtor being placed
      first and therefore in descending order of debt.
   c) The society shall be authorised to sell shares by private sale or by inviting offers on
      such terms as a CordM may determine.
   d) Members shall not be entitled to discharge their outstanding levy and redeem the
      shares from the withdrawal list by repaying outstanding levies prior to sale without a
      further special resolution at a GM.

M.8. MEMBERSHIP GROUP
(M.8.1 See M.1.6.a)
(M.8.2 Completed: Specific membership interviewers)

M.9. SHELTER SHARES
M.9.1 Buying Back Shares for Children
Gabalah Co-operative shall retain or buy back a number of shares (at least 20) to be
available to allocation to children of resident members, young people between the ages of 18
and 25 while they live at Gabalah.

M.9.2 Requirements for Children to Become Members
These young people must have an interview and be accepted as potential members of
Gabalah within three weeks of the interview and advertisement on board. No orientation
applies if they have lived here for the previous year.

M.9.3 Share Payment
People allocated a share are required to pay a weekly fee comprising 20% of their income
while living on the land. This fee counts as part of the cost of the share. Visitors contribution is
on top of this. The money is not refunded if they choose not to buy a share.

M.9.4 Acceptance Procedure
Allocation of a share is to be by CordM following potential membership acceptance meeting,
and the person must sign the same agreement to abide by community agreements as
members does.

M.9.5 Building
People allocated a share are not permitted to buy a private house; but are allowed to build
and use an approved structure for future communal use or a unit of an expanded house to be
owned by members of that expanded house.
M.9.6 Considerations
Next of Kin staying more than 6 months in any year should consider a Shelter Share Scheme (if over 18). ( 

M.10. DECEASED MEMBERS
(M.10.1 Rescinded: Deceased shares)
M.10.2 Deceased Estate
In the event of shares being resold by the Co-operative, the balance of the value of the shares less any monies due to Co-operative shall be refunded to the ex-member (or family) in accordance with Rule 43 of the Co-operative Rules and within 12 months of the date of sale. See also: Bylaws M.1.4 Transfer of Shares/inheritance/buying a second membership
S. SETTLEMENT
S.1. Village Approvals
S.2. General Agreements
S.3. Non-Resident Members
S.4. Planning and Density

S.1. VILLAGE APPROVALS
S.1.1 Front Village
S.1.2 Cudgerie Village
S.1.3 Top Village

S.2. GENERAL AGREEMENTS
S.2.1 DA map
Additions and deletions to settlement areas as shown on the DA map are approved and the Council shall be notified of our intention to change our DA map accordingly. NB. Each change may be considered separately. Areas only go to Council; notations shall be excluded and decided upon within the Community only.

S.2.2 Permanency of Villages
No permanent improvement shall be allowed, or any Community resources be permanently allocated, to a village that has not been granted permanency.
(S.2.3 See M.1.4b: Buying a second membership)

S.2.4 People Living Next to Community Spaces
People who have built next to community spaces have no more say as to the uses of these sites than other members of the Community. One person, one vote.

S.3. NON-RESIDENT MEMBERS
S.3.1 Camping and Communal Structure for Non-resident Members
a) Each willing village shall be asked to set aside a suitably level camping area for non resident members and guests to camp by invitation.

b) Each willing village shall set aside an area for non-resident members to build a possible communal structure in the future, preferably near the camping area of part a.

See also B.6.4: Non-resident members’ structures
(S.3.2 See F.6.1: Site reservation)
(S.3.3 See F.6.2: Site reservation levy)
See also F.4.6e and F.6: Site reservation

S.4. PLANNING AND DENSITY
S.4.1 Maximum Population Density
A maximum population density for each village site shall be determined. (There is no agreement on how to determine these figures).
(S.4.2 Superseded by S.4.3, 4.4 & 4.5)

S.4.3 Over-all Planning/filing Systems
Density Survey
a) An over-all planning map of each village shall be made, of all structures, communal, extended or otherwise, location of sheds, names of resident members, location of showers and bathrooms, laundries, toilets, kitchens etc. and a proper plan for the method of waste disposal as it is now, or to be upgraded to Council specifications (to be dated). This shall be drawn up by each village, (on a contour map that will be provided) and with all information disclosed.
b) The internal filing system shall revised and updated. It shall contain plans for all houses, bathrooms, communal facilities and other structures on Gabalah. This system shall have copies of village and Community approval, engineers report, building plans, photos, location of structure within expanded house, location and design of bathroom, toilet, kitchen and shared facilities, location of telephone lines and junction boxes, water pipes, fire bunkers, drainage and waste management plan, the estimated building costs and approved ESP selling price, the history of use. The resident member allocated the site shall also indicate site and drawing of any sheds. Existing structures that are not approvable shall also be included, their use described. New structures shall be approved only if the above is submitted. Checklists etc. will be provided to each household with time schedule of steps to be taken.

c) Density survey: A survey of Gabalah shall be done with exact and accurate location of houses, sheds, etc., for each village on 2 m. contour maps. This could facilitate density and expanded houses surveys and would give us accurate info. Cost: approx. $1,100 which includes $200 for Gabalah helper, $200 for hire equipment and $200 for maps.

S.4.4 Working Group to Do Density Survey
A working group shall re-do the density figures in conjunction with each village concerned.

S.4.5 Up-to-Date List of sites
Each village shall provide an up-to-date list of sites occupied and proposed shares and sites to compare with density.
FEES AND LEVIES

Membership Price: $40,000 plus $5,000 non refundable joining fee
Processing charge for late payment of shares or joining fee: $10 per week
Annual Levy: $137.50 per year
$20 per year if they levies are paid up to 20 years.
Combined Levy: $20 per week (plus $2 for late payment)
Next of Kin: equivalent of the Resident Combined levy, plus any village levies if applicable.
Exceptions: • • •

NOKs do not pay contributions if they are still at high school
Between 18-25 years of age, NOK contribution shall be 10% of their income, up to the maximum
NOK contribution, plus any village levies if applicable
NOKs between the ages of 18 and 25 are exempted from paying contributions when absent from the land for one week or more, provided that they give advance notice to the Treasurer.

Structure Levy: same as Combined Levy
Site Reservation Levy: same as Combined Levy
Visitors Contribution: $30 per week ($20 to Gabalah, $10 to village), plus $2 for late payment
Short term campers: donation of $5 per night
Structure Maintenance Contribution: maximum $36 per week
PA hire: $30 per night
Generator hire: $10 per day
APPENDIX 2 — WATER USAGE MODEL

The first table displays tank levels for 44,000 litres storage capacity, 233 m² collection area and average monthly rainfall at Murwillumbah, 18 km by road from the site. With an initial volume of stored water of 20,000 litres, about 800 l/day is the maximum usage available.

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<th>Monthly mm</th>
<th>Monthly l</th>
<th>Tank Vol</th>
<th>Av Daily l</th>
<th>Area m²2</th>
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The second table displays weekly tank levels for 44,000 litres storage capacity, 233 m² collection area and weekly rainfall at Murwillumbah from April 2004 – March 2005. With an initial volume of stored water of 40,000 litres, about 342 l/day was the maximum water usage available. With water saving measures, this would be enough for a family of 3. In local memory, this period was exceptionally dry.

Note. The week in October 2004 following when the tanks were empty, they would have filled again.

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APPENDIX 3 — WASTEWATER MANAGEMENT

The environmental report for a single Biolytix™ composting system is attached. By scaling, the same system can be operated from each dwelling with an integrated subsurface grassed irrigation area. However, because of the expense, power and water usage of the Biolytix™ composting system, shareholders may wish to use a dry composting system. Each dwelling will require a separate waste management facility certification and this is the responsibility of the owner-builder.

A map indicating a possible grassed subsurface irrigation area for each of the three villages is attached. In the case of Cudgerie Village, removal of some Camphor Laurel would be required.