

Draft Guidelines

for establishing community gardens in Warringah



Warringah Council
December 2011



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Draft Guidelines for establishing community gardens in Warringah

A. Purpose of guidelines

The purpose of these guidelines is to:

- Provide more detail for the practical implementation of Council's Community Gardens Policy
- Provide a clear and consistent position on the establishment of community gardens on public land which is underpinned by the principles of equity, fairness and accessibility
- Clarify the responsibilities of community garden groups and their members
- Clarify the role of Council in establishing community gardens on public land
- Establish criteria to be addressed when locating, designing and constructing community gardens on public land within Warringah
- Outline a process for Council to follow when assessing applications for community gardens on public land and a process for community garden groups to follow when applying to establish a community garden on public land

B. Criteria

Note: It may not be possible to find a site that meets all the criteria. However selection of a site should meet as many of the criteria as possible.

B1. Planning and plan of management requirements

Land proposed for a community garden must be identified as being:

- a) public land; and
- b) categorised as 'general community use' or 'park' under the *Local Government Act 1993*; and
- c) owned or managed by Council

Any use of the land is required to be in accordance with the adopted Plan of Management that applies to that land.

Note: Under Clause 44 of the *Local Government Act 1993*, pending the adoption of a plan of management for community land, the nature and use of the land must not be changed.

Preference will be given to land

- a) Where a community garden will be in keeping with the objectives, performance targets, management strategies and values of the relevant Plan of Management
- b) Where a community garden will complement and add to, not detract from or interfere with, other users and uses of the public land not being utilised for the garden
- c) Where a community garden can be enjoyed by the wider community including non-gardeners and non-members

Note: The land available to establish community gardens under these guidelines is limited to land owned or managed by Council, and does not include bushland or road areas (such as nature strips).

Other land managers such as Department of Education, Department of Lands, the RTA and private land owners may provide additional opportunities for community gardens, in which case Council's policy and guidelines do not apply.

B2. Location

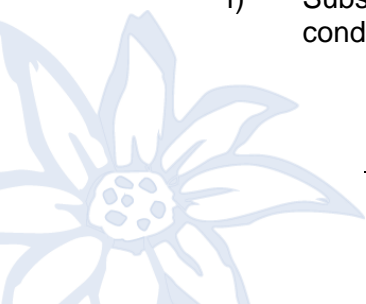
Preference will be given to land with the following characteristics:

- a) Close to higher density residential areas
- b) Close to public transport
- c) Accessible
- d) Close to community facilities (such as public amenities)

B3. Suitability of the site

Preference will be given to land that is suitable for a community garden in regard to its:

- a) Current or planned usage (including the absence of bushland or endangered ecological communities, the presence of structures such as play equipment, shelters, sheds)
- b) Physical characteristics such as:
 - i) Topography (including slope, aspect, likelihood of wind or salt exposure)
 - ii) Natural hazards (including bush fire, flood, geotechnical risks)
 - iii) Soil characteristics (including drainage, likelihood of erosion)
 - iv) Availability of sun for 5-6 hours per day
 - v) Sufficient area (see point B4 below)
- c) Street access (for deliveries, maintenance vehicles)
- d) Freedom from easements, rights of way or other encumbrances
- e) Above surface infrastructure such as above ground cables and other structures
- f) Subsurface infrastructure such as stormwater or other pipes, underground cables or conduits



B4. Size

While no minimum or maximum size is specified for land for a community garden, consideration needs to be given as to what is required and whether there is sufficient land to accommodate:

- garden beds and accessible pathways
 - any necessary storage of materials
 - composting systems
 - rainwater tanks or other watering systems
 - drainage systems
 - any supportive structures, facilities or shelter for gardeners and for community workshops
 - any seating areas
 - any fencing
- without compromising any other functions of the public land.

B5. Safety

Preference will be given to sites with the following characteristics:

- a) No significant safety, contamination or health concerns
- b) Opportunities for passive observation

C. Making an application

C1. Prerequisites to an application

Prior to lodging an application with Council, an individual or group wishing to start a community garden on public land needs to:

- make a preliminary enquiry to Council about the concept and options, including site suitability and any potential issues
- form a group as an incorporated association – see NSW Fair Trading http://www.fairtrading.nsw.gov.au/Cooperatives_and_associations/Associations/Before_incorporating_a_new_association.html for further information
- come up with a design for the garden, including concept drawings
- consider the template Memorandum of Understanding (see Appendix 1 below)
- complete the applicant checklist (see Appendix 2 below)
- complete the application form (see Appendix 3 below)



C2. Applicant checklist

An applicant checklist for consideration and completion by applicants prior to making an application to establish a community garden is attached at Appendix 2 to these Guidelines.

C3. Application form

An application form for applicants wishing to establish a community garden in Warringah is attached at Appendix 3 to these Guidelines.

Note: The application form ultimately is to be made in an interactive, web-based format.

D. Consultation

Early consultation by the applicant with neighbours and any groups or people likely to have an interest in the application for a community garden is recommended so that any issues raised can be dealt with by the applicant as early as possible in the process.

Upon receipt of an application for a community garden, Council will undertake notification to provide the opportunity for public participation and invite comments on the application by interested groups and people. All written comments will be taken into account in the assessment of the application for a community garden.

E. Assessing an application

Council will assess the application and recommend approval or refusal, with or without conditions as appropriate.

Any approval will be subject to a signed Memorandum of Understanding as indicated in the template at Appendix 1 to these Guidelines.

Assessment will include the:

- a) Criteria outlined in section B of these Guidelines
- b) Demand for a community garden on the site
- c) Demand for purposes other than community gardening on the site
- d) Attitudes of neighbours to a proposed community garden on the site
- e) Demonstrated capacity of the relevant community garden group to self-organise, start and manage a community garden over the long term with minimal Council support and assistance
- f) Continuing safe public access over the public land occupied by the community garden

F. Memorandum of understanding between community garden group and Council

A template for a memorandum of understanding between the community garden group and Warringah Council is at Appendix 1 to these Guidelines.

Any approval will be subject to the terms of the signed memorandum of understanding as indicated in the template at Appendix 1 to these Guidelines.

G. Roles and responsibilities

G1. Council

Council has a responsibility to provide safe and accessible public open space for all users.

Warringah Council will support community gardens by working with community associations and gardening groups. Subject to resources, Warringah Council will

- Promote and raise awareness of community gardening, eg through Council's website
- Provide contact information of existing community garden organisations
- Provide the policy and guidelines for starting and operating a community garden
- Identify the roles and responsibilities associated with community gardens

If, contrary to the terms of the Memorandum of Understanding, the community garden falls into disrepair, is poorly maintained or presents an ongoing risk to safety or use of the reserve where the designated area for the community garden is located, Council may direct the community garden group to rectify the problem.

Failure to comply with such notices within a reasonable time could result in the removal of the license and termination of the memorandum of understanding for the community garden.

G2. Community gardeners

Community gardeners are responsible for maintaining gardens so that the health and safety of the surrounding community is not adversely impacted, the public land remains accessible to the public and the aesthetics of the public land is maintained.

Community gardeners are responsible for complying with their role and responsibilities as contained in the signed Memorandum of Understanding.

H. Resources and links

Some resources and links are suggested below:

Australian City Farms and Community Gardens Network <http://communitygarden.org.au/>

City of Burnside (SA) Community Gardening <http://www.burnside.sa.gov.au/site/page.cfm?u=1517>

City of Sydney Community Gardens
<http://www.cityofsydney.nsw.gov.au/Residents/ParksAndLeisure/CommunityGardens/Default.asp>

Manly Vale Community Garden <http://www.manlyvalecommunitygarden.com/index.html>

Marrickville Community Gardens
http://www.marrickville.nsw.gov.au/action/NOTEMPLATE?s=0,pURL=community_gardens65260,

Pittwater Community Gardens <http://www.pcga.org.au/>

Randwick Community Organic Garden
http://www.randwick.nsw.gov.au/A_sense_of_community/Community_and_culture/Community_gardening/Randwick_Community_organic_garden/index.aspx

Royal Botanic Gardens and Domain Trust – Community Greening
http://www.rbgsyd.nsw.gov.au/education/community_greening

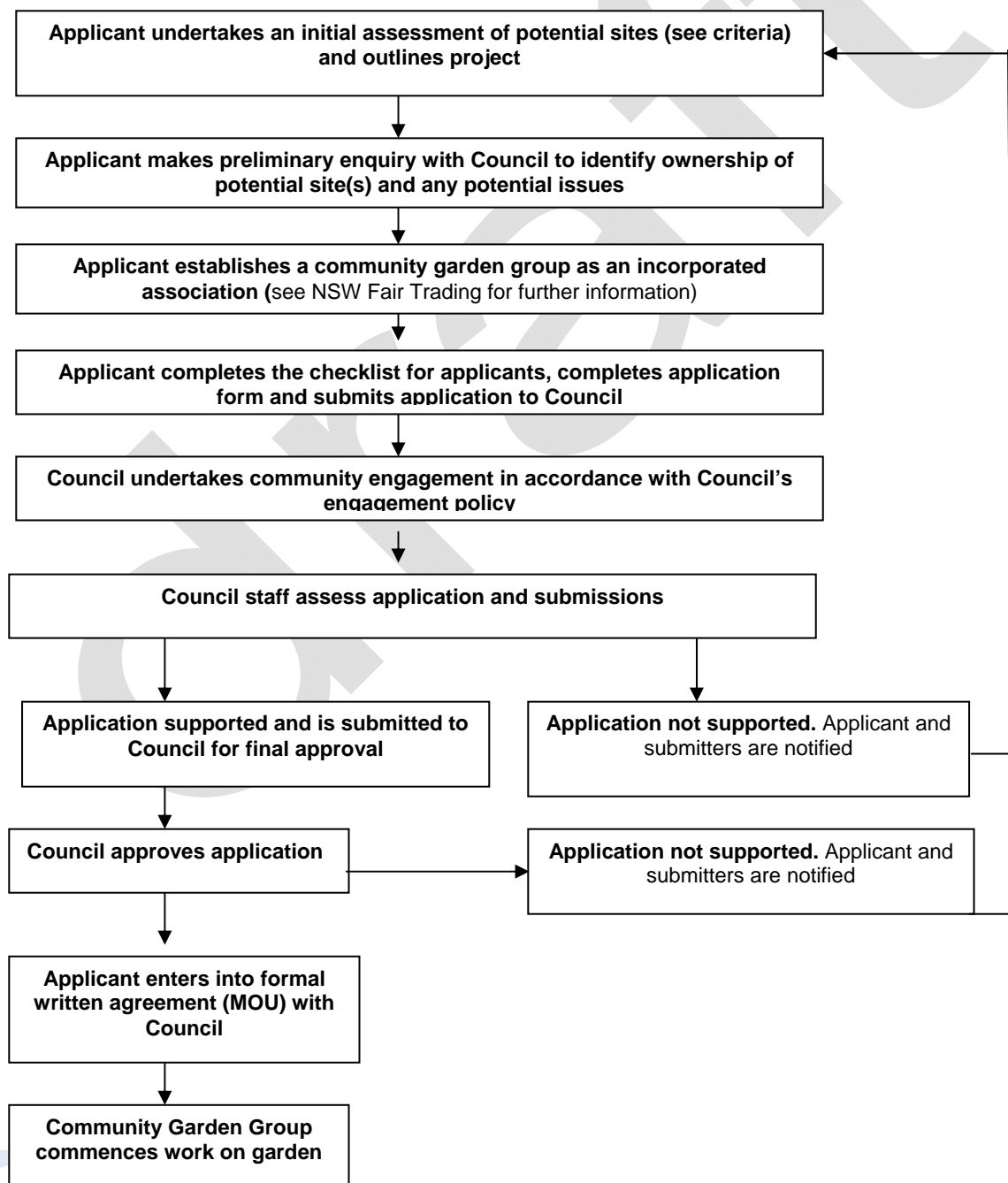
Ryde Community Gardens <http://www.ryde.nsw.gov.au/Living+in+Ryde/Community+Gardens>

Sustainable Cities Collective – Growing community gardens in cities
<http://sustainablecitiescollective.com/city-parks-blog/27925/growing-community-gardens-cities>

Sustainable Gardening Australia <http://www.sgaonline.org.au/?p=1263>

Application process flowchart

Below is the approach which applicants follow in order to establish a community garden on public land within Warringah.



Appendix 1:

Template for a Memorandum of Understanding between community garden group and Warringah Council

Background

Warringah Council (Council) has agreed to the establishment of a community garden on Council owned or managed land at *[insert address]* subject to the terms of this agreement.

It is Council's intent to give the *[insert name] Incorporated Association* care and management of the community garden on the terms specified in this Memorandum of Understanding (MoU).

Purpose

The purpose of this MoU is to define the relationship, expectations, the requirements and responsibilities of both parties in relation to the community garden being established.

1 Preliminary information

- a) This agreement is between Warringah Council and *[insert name] Incorporated Association*, and provides the framework for management of the community garden being established at *[insert address]*.
- b) This agreement does not seek to create a new entity but is intended to be legally binding upon the Council and *[insert name] Incorporated Association*.
- c) Council will retain ownership of the land at *[insert address]* ("site") throughout the term of this agreement. For the purposes only of carrying out the obligations and exercising the rights accepted by, and given to *[insert name] Incorporated Association* in Clause 3 the members of *[insert name] Incorporated Association* are granted a non-exclusive right to enter upon the area ("designated area") which will be made available to *[insert name] Incorporated Association* to conduct community gardening activities referred to in Attachment A. However nothing in this clause shall prohibit such members from entering any part of the site (including the designated area) as members of the public at such times and for such purposes as the public is entitled to enter such areas.
- d) The site plan for this agreement is included as Attachment A. The site plan identifies.
 - vi) The designated area which will be made available to and maintained by *[insert name] Incorporated Association* to conduct community gardening activities
 - vii) *[if applicable]* The area to be maintained by Warringah Council as marked in Attachment A
- e) Guidance for Council's management of those parts of *[insert address]* for which it is responsible is in Council's *[insert name] Plan of Management*.

2 Warringah Council agrees to:

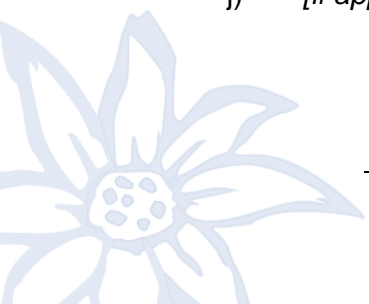
- a) Make available that land at *[insert address]*, identified in yellow on the site plan at Attachment A, for use as a community garden (being the designated areas referred to in clauses 1.3 and 1.4 above).



- b) Conduct audits as appropriate to assess compliance with the terms of this MoU, all applicable statutory requirements and any other such agreement in place for the management of the community garden, including but not limited to an annual audit of both occupational health and safety (OH&S) and site management, to be held approximately six months apart.
- c) *[if applicable]* Maintain any existing infrastructure (such as any existing pathways or existing play equipment) on the site in accordance with Council's asset management principles, **excluding** the area designated for the community garden.
- d) *[if applicable]* Maintain any existing site signage, **excluding** the area designated for the community garden in accordance with Council's Communication and Visual Standards guidelines as applicable from time to time.
- e) *[if applicable]* Undertake general maintenance of the site, **excluding** the area designated for the community garden.
- f) *[if applicable]* Provide key access if required to public amenities on the condition that *[insert name] Incorporated Association* has in place measures to ensure that no other user is adversely affected. Council's procedure for the issue of keys will apply including the applicable bond payments and fees for key replacement.

3 *[insert name] Incorporated Association* agrees to:

- a) Induct all members and guests to explain that all their activities are to be conducted based on the principles of equity, fairness and accessibility, and in the spirit of co-operation, tolerance and inclusion with other users of the site, and to have in place measures to address any breaches of these principles.
- b) *[if applicable]* Provide at least two free community education events, which relate to the community garden, per year for Warringah residents.
- c) Care for, maintain and manage the community garden, *[if applicable]* including any structures within the community garden.
- d) Operate on a not-for-profit basis, according to the *[insert name] Community Garden Rules*, as lodged with the Department of Fair Trading in 20*[insert year]*.
- e) Not make any modifications or alterations to the approved site design at Attachment A unless so authorised by Council in writing.
- f) Coordinate and resolve all member concerns and issues, including all internal disputes and garden security issues. All garden supervision will be the responsibility of *[insert name] Incorporated Association*.
- g) Prioritise the allocation of individual plots to all Warringah residents who are members of *[insert name] Incorporated Association* without discriminating against any Warringah resident who is a member on the basis of where they reside within Warringah or on any other grounds.
- h) Maintain the designated area in fair order.
- i) Maintain the designated area in accordance with the direction of Council, acting reasonably.
- j) *[if applicable]* Maintain any fencing erected in association with the community garden.



- k) Keep from the site any prohibited plants as decreed by law or any plants that are unsafe, such as those to which a significant proportion of the population is allergic or those with attributes likely to cause harm, such as thorns.
- l) Manage composting practices to ensure that vermin or pests are not attracted to the site, and establish and implement as necessary a system for the management of vermin and pests.
- m) Be responsible for the removal or management of any vermin or pests.
- n) *[if applicable]* Keep any allocated storage areas locked when not in use. NB: Council will not be responsible for theft or loss of tools or materials.
- o) Remove from the designated area, weeds and other rubbish generated through community gardening activities at their own cost.
- p) Sprinklers or irrigation equipment will not be used in the community garden. Hand held trigger nozzle hoses or watering cans may be used for watering.
- q) Pay for water used in the community garden through an equitable arrangement with Council.
- r) *[insert name]* Incorporated Association will
 - i) Produce and abide by a Code of Practice Manual, or other named instrument that has:
 - o OH&S Management System in place
 - o Complies with legislation
 - o Recommendations for safe use of tools and equipment
 - o Processes to undertake risk assessments of gardening related activities, specifically including measures to ensure the safety of any child's interaction with those garden related activities including their travel through the community garden's physical space
 - o Orientation/Induction process for new members and visitors
 - o Site management plan (eg recommending organic gardening practices, avoidance or management of invasive species, supervision of community gardeners)
 - o Complaints resolution mechanism
 - o Working with children check
 - o Fair and equitable access for all members, including people with disabilities
 - ii) Minimise members' impact upon neighbours
 - iii) Report any vandalism and all graffiti to Council for its removal
- s) Comply with the provisions of the Associations Incorporation Act 2010.
- t) Take out and maintain at its own cost all insurances necessary and applicable to the community garden in relation to activities taking place on the designated area and related to the function of the community garden (including, without limitation, public liability insurance in the amount of not less than \$20 million for any one claim and volunteers' insurance).

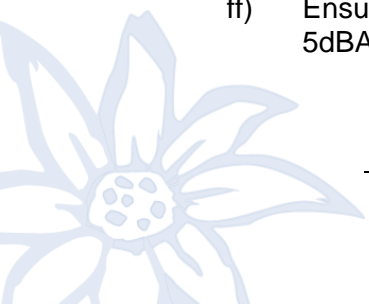


- u) At all times:
 - i) be responsible for and pay, at its own cost, any excess applying to any claim under the relevant insurances, whether or not the cost of those insurances have been funded by Council; and
 - ii) take out and maintain, at its own cost, workers compensation insurance in accordance with law in the event that such a legal obligation arises by reason of its employment of any persons or contractors covered by such law.
- v) Recognise Council's ongoing role in the care, control and management of the whole site and support Council's employees, volunteers, contractors and any other such authorised representatives in the work they are required to undertake on-site.
- w) Make available any reasonable resources as may be required to enable Council to undertake its audit process (as specified in clause 2(b)) including but not limited to, providing physical access, access to documentation, and access to specified individuals where appropriate.
- x) Pay the relevant fees and charges as applicable from time to time for any keys issued, noting that the relevant fees for 20XX/20XX [*insert financial year*] include a bond of \$[*insert amount*] and an issue fee of \$[*insert amount*].
- y) [*insert name*] Incorporated Association indemnifies and will keep indemnified Council and its officers, employees, servants, sub-contractors and agents against any loss, damage, expense (including legal costs), claim, demand, action, suit or proceedings arising from:
 - i) any negligence by [*insert name*] Incorporated Association;
 - ii) any breach of this MOU by [*insert name*] Incorporated Association; and
 - iii) personal injury to or the death of any person or loss of or damage to any property whatsoever arising in connection with this MOU.

[*insert name*] Incorporated Association's responsibility to indemnify Council under this clause is reduced to the extent that a wrongful or negligent act or omission of Council contributes to an injury or death or loss of or damage to property.

This indemnity is in addition to and will not be taken to be exclusive of any other rights Council may have against [*insert name*] Incorporated Association. The indemnity in this clause survives the termination or expiration of this MOU.

- z) Ensure that there is no discrimination due to differences, eg in race, religion, age, gender, disability or sexuality
- aa) Make decisions that are democratic, transparent and inclusive
- bb) Cooperate and manage relationships with neighbours, partnering organisations and each other
- cc) Maintain the community garden as being available for public access
- dd) Keep the community garden well maintained and tidy to Council's satisfaction
- ee) Ensure that any materials delivered to or stored at the garden do not create an unpleasant environment for people living or working near the community garden
- ff) Ensure that noise in the garden is kept to a reasonable level and does not exceed 5dBA above background noise when measured from the nearest property boundary



- gg) Ensure that manures, compost systems and fertilisers do not produce unpleasant odours
- hh) Ensure that any water leaving the garden is not contaminated by sediment, fertiliser, manure or excessive organic matter that might pollute waterways
- ii) Ensure that any chemicals, fertilisers, and the like are kept securely and safely away from children

4 Term of Agreement:

- a) This Memorandum of Understanding will commence on *[insert date]* for a period of *[insert no of years]* years. *[insert name] Incorporated Association* will provide an annual report to Council and agrees to open their financial records to Council staff upon request.
- b) *[if applicable]* Warringah Council reserves the right to vary, withhold or withdraw any funding should *[insert name] Incorporated Association* breach any of its responsibilities under this MOU.
- c) Council has a responsibility to provide safe and accessible public open space for all users. If, contrary to the terms of this MOU, the community garden falls into disrepair, is poorly maintained or presents an ongoing risk to safety or use of the reserve where the designated area is located, Council may direct the community garden group to rectify the problem. Failure to comply with such directions within a reasonable time could result in the removal of the license and termination of this MOU for the community garden.

5 Dispute Resolution

If a dispute arises out of or relates to the MoU or its subject matter, the parties shall settle the dispute in accordance with the following dispute resolution procedure:

- a) A party claiming that a dispute has arisen must give written notice to the other party identifying the dispute.
- b) Within seven days of the delivery of the notice, the parties must attempt in good faith to settle the dispute.
- c) If the dispute is not resolved within seven days or such further notice period as the parties agree, then the dispute may be referred by either party for mediation by an agreed external party.
- d) The mediation shall be conducted in accordance with the relevant guidelines of the person to whom the dispute is referred.
- e) If the dispute has not been settled within twenty-eight days after the referral for mediation, either party may by notice of referral require that the dispute be resolved by arbitration.
- f) The arbitrator shall not be the same person as the mediator unless both parties agree in writing within two days after the date of referral to arbitration.



6 Variation

Any variation to this MoU is subject to mutual agreement between the parties to the MoU.

7 Termination

This MoU can be terminated where:

- a) Mutual agreement is reached between the parties; or
- b) In the opinion of a party there has been a significant breach of this MoU by the other party and/or the breaching party has failed to comply with written notice seeking remediation of the breach within a reasonable timeframe; or
- c) There exists any dispute relevant to this MoU and despite best endeavours the parties

EXECUTED AS A DEED

Signed by Warringah Council

(ABN 31 565 068 406) by its Attorney pursuant to Power of Attorney Book 4580 No 889

Signature of Witness

Name of Witness

Name of Attorney

Address of Witness

Executed by *[insert name] Incorporated Association [insert INC no]* in accordance with its Rules and in the presence of

Name of Witness [BLOCK LETTERS]

Name [BLOCK LETTERS]

Signature

Signature





Appendix 2: Checklist for applicants for a community garden

1 What type of community garden do we want?

Will the community garden be:

- a shared garden where participants share the gardening and the harvest
- an allotment garden where participants garden their own plot and share the maintenance of common areas
- a garden with both allotments and shared gardening space.

Allotment gardens:

How long can allotments be held while they are not being used?

How many and what size will we make the allotments?

Note: Size and number of allotments may be subject to the size of the area available for gardening

2 What sort of gardening do we want?

Organic gardening? YES NO

Reasons _____

If it is to be an organic garden, will this be explained to new gardeners when they join the garden - either verbally or in writing? YES NO

Explained in some other way (please specify) _____

3 What types of plants do we want to grow?

- vegetables herbs fruit / nut trees flowers berry / fruit
 shrubs water plants crops medicinal plants bush foods
 herbal tea plants native or indigenous plants

(Note: native plants are those originating in Australia; indigenous plants originate in the local region)

4 Do we want to use or build any structures?

- shelter from the sun and rain
- seating
- lockable shed for storing materials
- nursery for plant propagation
- play area for children
- public art
- educational signs
- rainwater tanks to collect water from the shed/shelter roof to irrigate the garden
- Other (please specify)_____

5 Advice

- Yes No Received advice from Dial Before You Dig
(<http://1100.com.au/default.aspx>)
- Yes No Have we got a tap or other water connection?
(<http://www.sydneywater.com.au/BuildingDeveloping/WaterMetersIssuingAndFitting/>)

6 Design

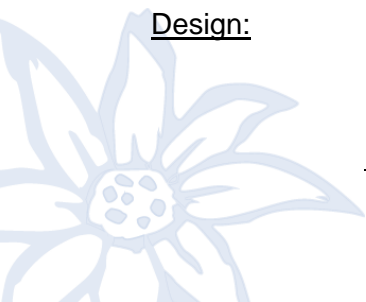
- Yes No Concept drawn up
- Yes No Accessible paths (Please specify) minimum width_____mm
- Yes No Raised garden beds (Please specify) minimum height_____mm
- Other (Please specify_____)

7 What do we know about?

Gardening/construction:

- plant propagation soil analysis improving garden soils making compost
- using mulch / irrigation pest management seed saving garden
- construction developing a planting calendar planting out and harvesting Other
(please specify)_____

Design:



- site and gardener needs analysis for the site design process website / graphic design
 garden design

Other:

- cooking what we grow promotional skills conflict resolution
 running effective meetings budgeting / accounting Other (please specify)_____

Are any of these skills available in the community gardening group? YES NO

If not, where will we find these skills? _____

8 Will we support biodiversity?

Will we plant non-hybrid seed of heritage or heirloom vegetables and fruits so we can collect, save and replant the crops?

- YES NO

Will we join the Seed Savers Network via Permaculture Sydney North Seed Network (see http://permaculturenorth.org.au/contact_us) to learn more about food plant biodiversity, to obtain non-hybrid seed from the members of the network? (See also www.seedsavers.net/lsn/permaculture-sydney-north-seed-network)

- YES NO

Will we propagate and distribute seeds of endangered or rare local native (indigenous) plants?

- YES NO

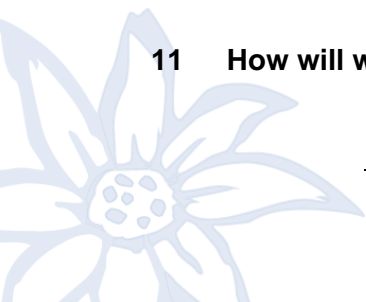
9 How do we want to reduce waste?

- compost worm farms mulching use of recycled materials Other (please specify)_____

10 How will we conserve water in the garden?

- rainwater tanks mulching low-water-use plants low-water-use irrigation keyline principles (eg see www.yeomansplow.com.au/yeomans-keyline-system.htm) Other (please specify)_____

11 How will we fund the garden?



apply for grants membership fee other types of self-funding

How will we fund ongoing costs, including insurance? _____

12 Proposed structure

How will decisions be made? Unanimous _____ Majority (please specify) ____%
Other (please specify) _____

How will new members be recruited and trained? _____

Do we agree with Council's template agreement / memorandum of understanding? _____

Have we made an application to become an incorporated association? _____

13 How will we ensure that there are no problems with

Applying the principles of fairness, equity and accessibility _____

Discrimination _____

Maintenance and aesthetics _____

Dumping / theft _____

Vermin _____

Odour _____

Excessive noise _____

Other (please specify) _____



Appendix 3: Application form for a community garden

APPLICANT details

Name of Community Garden

Contact Person

Address

Phone Number Mobile Number Email Address

NAME OF INCORPORATED ASSOCIATION

MEMBERS OF INCORPORATED ASSOCIATION

Name	Contact	Details	Position	Skills

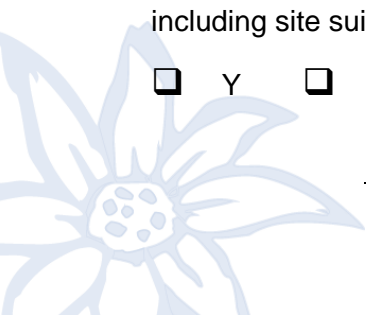
Y N Community Gardens Policy and Guidelines read?

PREREQUISITES MET:

- Y N Site identified
- Y N Owned by Council
- Y N Any specific requirements
- Y N Project description _____

Y N Preliminary enquiry made to Council about the concept and options, including site suitability and any potential issues

Y N Incorporated association formed



- Y N Garden design, including concept drawings, drawn up and attached
- Y N Applicant checklist completed and attached
- Y N Memorandum of understanding read and agreed to in principle

PROPOSED GARDEN LOCATION

Address

Land Area (approx m2) Dimensions

Attach Map (please draw in the below area or attach separately)

CRITERIA ASSESSED

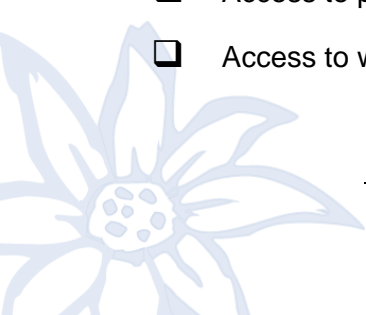
- Y N Planning and applicable plan of management addressed (details attached)
- Y N Location addressed (details attached)
- Y N Suitability addressed (details attached)
- Y N Size addressed (details attached)
- Y N Safety addressed (details attached)

ENVIRONMENTAL FACTORS

- Aspect: north, south ,east ,west (please circle)
- Slope of land (steep / gentle / flat)
- Size of usable land:_____
- Sun exposure – estimated number of hours:_____
- Protection from exposure (wind/sun/salt)
- Hazards (bushfire, flood, landslip, etc)
- Other _____

OPERATIONAL / MANAGEMENT FACTORS

- Easy access for all users (pedestrian, wheelchair vehicle)
- Access to vehicles for load/unload
- Access to public transport (estimated distance:_____)
- Access to water (tank tap bore recycled)



- Access to power/electricity/lighting
- Access for maintenance
- Proximity to public amenities
- Suitable site for shelter, storage other structures
- Fencing
- Other

SOCIAL FACTORS

- Core management group well established
- Networking with other community groups linked to the site
- Supported by local business and community groups
- Compatibility and good communication with other/existing users including equitable access
- Safe site with good visibility and passive observation
- Existing facilities (e.g. public amenities, shelter, playground, bbq)
- Access to meeting facilities
- Linked to walking/cycling routes
- Other

COUNCIL ASSESSMENT

Council will assess the application and recommend approval or refusal, with or without conditions as appropriate.

Assessment will include:

- a) The criteria outlined in the Guidelines
- b) The demand for a community garden on the site
- c) The demand for purposes other than community gardening on the site (see consultation below)
- d) The attitudes of neighbours to a proposed community garden on the site
- e) The demonstrated capacity of the relevant community garden group to self-organise, start and manage a community garden over the long term with minimal Council support and assistance
- f) Continuing safe public access over the public land occupied by the community garden

