

11. RAWHITI DOMAIN COMMUNITY GARDEN

The Committee considered a report from John Allen, Policy and Leasing Administrator, Greenspace Unit, which outlined the proposed use of the former Shaw Avenue/Scope Women's Bowling Club grounds and buildings in the Rawhiti Domain for a community garden.

The report outlined the work undertaken by a Working Party established by the Burwood/Pegasus Community Board with this project, a project supported by the Board. The report also signalled a net cost increase of \$67,344 (loss of rental \$5,344 and establishment costs of \$62,000).

The Committee **resolved** that, pursuant to section 54(1) (c) of the Reserves Act 1977, the Council lease approximately 2,420 square metres of the Rawhiti Domain (the former Shaw Avenue/Scope Women's Bowling Club site, including the buildings) to the New Brighton Project Incorporated for the establishment of a community garden, for a period of up to ten years subject to:

1. Public notification of the proposal.
2. The agreement of the Minister of Conservation being obtained for the proposal.
3. The lease term being negotiated by the Facility and Assets Manager in consultation with the Greenspace Policy and Leasing Administrator subject to the following conditions:
 - (a) The first lease term being for a period of three years.
 - (b) If the lessee requires a further term, the lessee is to enter into discussions with the Council for a further term of up to seven years, six months prior to the expiry of the first term.
 - (c) The terms and conditions for the further tenancy period are to be decided at the sole discretion of the Council.
4. Rental of \$1 per annum being charged in accordance with the Council adopted Guidelines for Community Gardens. This is to be stated in the lease document in a way which shows Council support for the community garden.
5. The lessee is to be responsible for all costs and maintenance associated with all the buildings, land and fences contained on the site.
6. Before undertaking any repainting of the buildings on the site, the lessee is to submit to the Greenspace Manager or her designate for prior approval, a proposed colour scheme for the painting of the buildings in accordance with the Rawhiti Management Plan requirements.
7. The lessee to provide evidence to the Greenspace Policy and Leasing Administrator that it has a \$1,000,000 public liability insurance cover before commencing work on the site. This policy is to be kept current throughout the entire lease period.
8. The lessee to provide evidence to the Greenspace Policy and Leasing Administrator that it has an Occupational Safety and Health in Employment Hazard Plan in place before commencing operations on the site.
9. The lease agreement will terminate with no compensation payable to the lessee should the lease be surrendered or terminated for any reason.
10. That a clause be inserted in the lease enabling the Council to optimise the use of the former pavilion at its discretion, should it decide to do so.
11. That should another trust be formed to take over the management and running of the garden, the lease be formally reassigned to this trust.
12. That the lessee report formally to the Council at least annually on the outcomes accruing as a result of the support the Council has given to the community garden.