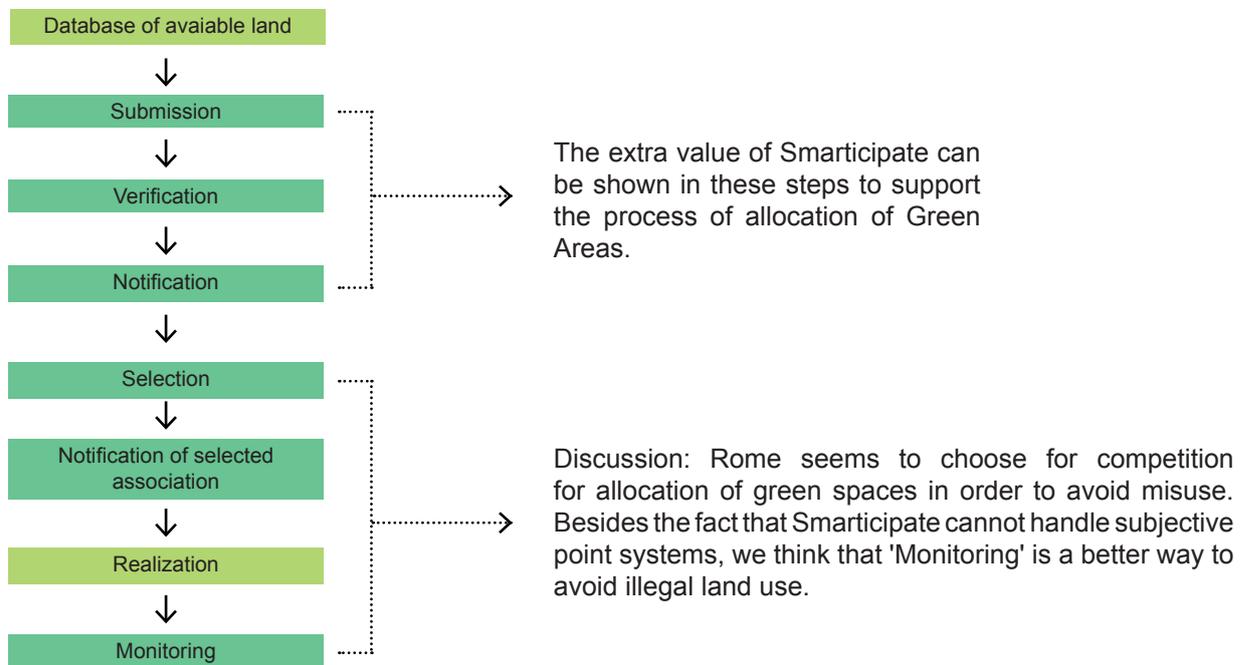


Use Case Scenarios

2. Regulations for green areas

urban story 'Citizen-initiated initiative: urban gardening'

Rome has thousands of residents associations. This includes groups focused on urban gardening, one of the most popular uses for the city's plentiful green spaces. The municipality is very positive about such initiatives, as urban gardens bring a variety of social benefits to communities and reduce public maintenance requirements. In practice however, it also creates a lot of work for the city administration. That's why the city set up the 'Regulations for the Management of Green Areas for Urban Gardens', which contains the following planning steps (Art.5: request of an area):



Urban story synopsis

A residents association in Rome wants to have more space for urban gardens. They use Smarticipate to find a potential site. They make a plan by completing an easy-to-use application and using the design feature of Smarticipate. With the support of the automatic feedback feature, the applicant fine-tunes the plan such that it fulfills all the criteria. After they submit the plan, it is published. From that moment, other associations can -within the deadline- show their interest in the same plot. If another association also qualifies, a lottery system is used to make an objective decision. The selected association can then start realizing their urban garden, while the other association is offered an alternative location. Citizens are able to monitor the use of the plots via the Smarticipate app and inform the municipality if they discover illegal use. In these cases, the municipality comes into action and enforces the violation. Such a control mechanism can result in the municipality having the confidence to add more land to the database.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE

The association 'I Vicini Verdi' is growing...
"We're looking for a second location to expand our urban garden."

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 1

Scene 1

The association 'I Vicini Verdi' maintains an urban garden in the III Municipality of Rome. The members share the harvest to prepare their own food and to sell to the local community. The association has expanded in the past few years and needs more space to accommodate its activities.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE

Pietro discovers the Smarticipate app and finds his favorite plot.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 2

Scene 2

Laura informs her father Pietro, the chairman of the association, about Smarticipate. She shows him an overview of the available plots, which are marked as potential sites for urban gardening. He receives all information necessary to make a good plan: size, soil, sunlight, electricity, accessibility and availability of water.

Technical note: Smarticipate is linked to the available data from City-Hound, Reter, etc. in order to compile available properties and present possibilities for the sites.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE

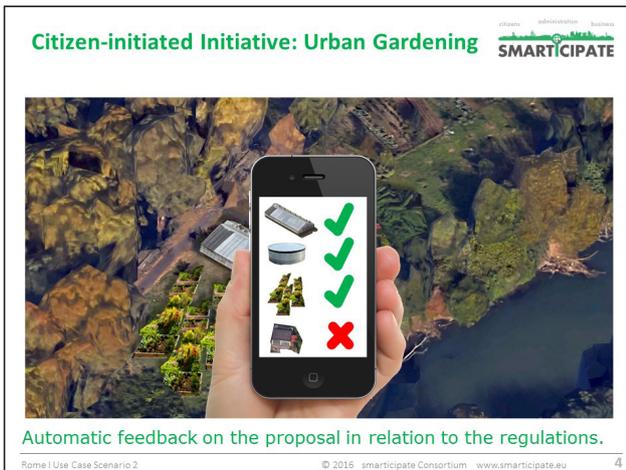
Pietro discovers the 3D scenario generator in the app.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 3

Scene 3

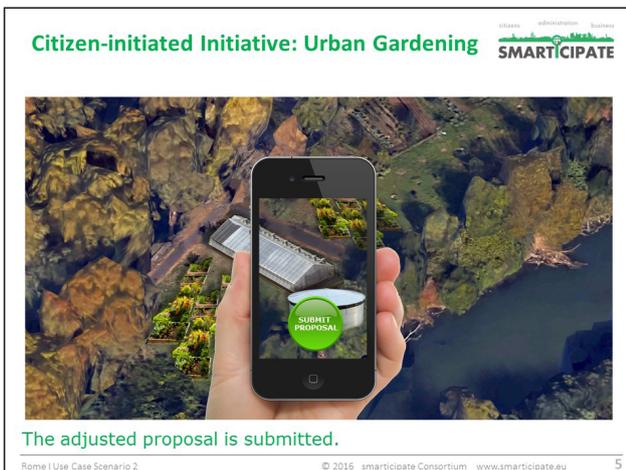
Pietro works with other members of his association to make a plan that includes a water tower, as the plot has no access to drinking water and the water from the nearby river is too polluted. For that he completes the information in the easy-to-use format Smarticipate, allowing him to have a finished sketch in only 15 minutes.

Technical note: The format has to be designed in this way, such that everybody can make a plan. Simple Yes/No questions are important so that it will not take too much time. Without this, many citizens will be excluded.



Scene 4

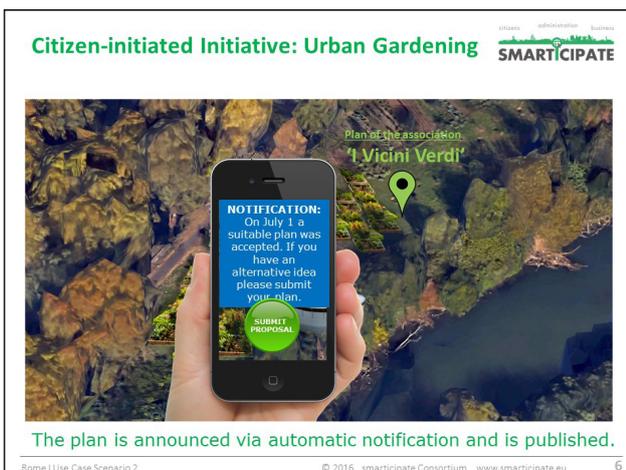
He receives automatic feedback on his proposal. The greenhouse and the water tank add extra value to the site in terms of environmental quality. Also the proposed planting beds fit the permitted uses of the site. However he receives negative feedback on the proposed garage, which is intended to repair the cars and scooters of association members. He is not allowed to build this here.



Scene 5

Pietro is disappointed with the negative feedback regarding the garage because it was important for his business plan. He removes the garage. The business plan is under pressure, but by adding extra planting beds he barely manages.

Technical note: The system allows 3D models to be visualized in the municipality's existing 3D model. This can be models built with the Smarticipate app, or upload of models from other digital programs.



Scene 6

Smarticipate automatically checks the plan. The result: it fullfills the criteria for use as urban garden. A notification is therefore sent out: "On July 1 a plan was accepted for this site. If you also are interested in it, you have until August 15 to present an alternative plan."

Challenge. The form has to be designed in such a way that it can be automatically checked by Smarticipate. As an alternative, a non-governmental organization like Zappata Romana can take this role.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE

A lottery decides between the two plans.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 7

Scene 7*

Another association is also interested in the plot. They develop an alternative plan that is accepted. Because they also used Smarticipate, the result is that this plan fulfills the criteria. A lottery system is used to select the final plan.

Technical note: Smarticipate helps the plan maker make a good proposal by providing immediate feedback and also providing alternatives.

*Remark scene 7

Three ways of decision-making:

- A. According to the 'Regulations for the management of green areas for urban gardens'. A jury awards points. Their decision is subjective and therefore open for debate.
- B. Voting / Spacehive. This is expensive in real life; digital is great, but then everybody has to be connected.
- C) Lottery. The starting point is that everybody who fulfills the guidelines has an equal chance. This is 100% Smarticipate.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE

The other association goes for the alternative location.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 8

Scene 8

The second association is offered an alternative location, which fits their requirements. If they want to qualify for this location they have to follow the whole procedure.

Challenge: It is reasonable to keep the database updated and also as comprehensive as possible in order to offer alternatives. This means citizens don't get frustrated if they don't receive a plot.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE



The first association realizes the plan and expands its activities.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 9

Scene 9

The association 'I Vicini Verdi' starts right away with the realization of their plan. They prepare the land for the planting beds, order a water tank and start building the greenhouse. The site is so big that they also make a shed for storage. Soon the storage is used to store an old car and mechanical equipment.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE



Monitoring is carried out by citizens.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 10

Scene 10

A neighbour sees the garage and doubts if it was approved by the municipality. She uses Smarticipate to check. Her assumption is correct, and she sends an alert to the municipality.

Technical note: Monitoring is carried out by citizens. The check can be done easily. Their mobile devices are directly connected to the municipality.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE



"This shed is illegal. Break it down or the land will go to another association!"

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 11

Scene 11

The municipality comes into action and sends a civil servant to check the site. He informs the association that the garage has to be torn down within 4 weeks or else the site will be cleared and returns to the database for available land.

Citizen-initiated Initiative: Urban Gardening citizens administration business
SMARTICIPATE



Citizens of all ages / income groups like to invest their limited time - if there is a chance it will be realized.

Urban Garden TOP 3 Issues
Button 1
Button 2
Button 3

Citizens of all ages / income groups conclude that there is a serious shortage of urban green spaces.

A majority of citizens are willing to monitor their neighbourhood in order to support the municipality.

Smarticipate identifies the main issues for Planning User Forum.

Rome | Use Case Scenario 2 © 2015 smarticipate Consortium www.smarticipate.eu 12

Scene 12

Smarticipate identifies issues from the entire interactive process and plugs them into the city's existing regulations for green areas.

Technical note: Automatically-generated report based on an interactive process, including general trends and tendencies.

Annex 1

REGULATIONS FOR THE MANAGEMENT OF GREEN AREAS FOR URBAN GARDENS

TITLE I – GENERAL PROVISIONS

Art. 1: OBJECT

1. In these Regulations Roma Capitale seeks to regulate the criteria and procedures for the assignment on loan for the use of green areas owned by Roma Capitale for projects of "Urban Gardens" (UG), to non-profit Associations. These areas will be identified within the areas of the General Master Plan that are compatible with the purposes provided for in these Regulations.

Art. 2: DEFINITIONS

Definitions under these Regulations:

1. **AREA FOR URBAN GARDEN (UG):** land owned by Roma Capitale given on loan for use to non-profit Associations for the realization and management of a UG project.
2. **URBAN GARDEN (UG):** plot of land having an area not exceeding 60 sq.m. for the production of flowers, fruits, vegetables for the needs of the assignee and associates, which together form the group of assignees.
3. **GARDEN / SHARED GARDEN:** area to be cultivated collectively for a social purpose.
4. **GARDEN / EDUCATIONAL GARDEN:** area to be allocated to schools in the District with territorial jurisdiction and for training and education activities in the areas of urban gardens.
5. **ASSOCIATIONS:** non-profit Associations.
6. **ASSIGNEE:** anyone who has been assigned a plot of land by the Association to grow a garden.

Art. 3: AIMS AND OBJECTIVES

- The objectives that Roma Capitale intends to pursue through the implementation of UG are:
 - develop the resilience of the community, increasing local food security;
 - promote the defence of the territory, enhancing the green and agricultural heritage and protecting the biodiversity of Roma Capitale;
 - promote good regulatory practices for the use and the recovery of resources (land, water, energy) by providing facilities for the production of compost and irrigation systems suitably designed to control the water consumption and the creation of systems for the recovery and reuse of the same resource through the connection of drinking fountains to the storage tank to feed the irrigation system;
 - promote good practices of space and vegetable organization and management (regulation of facilities, infrastructure and materials);
 - promote methods of agriculture compatible with the environment, such as organic, biodynamic, permaculture, etc ;
 - provide an opportunity to produce a part of their daily requirement of vegetables, in an environmentally and socially sustainable manner;
 - exclude the use of GMO seeds and effectively commit to protect the environment created by the UG from any GMOs contamination, both outside and inside the UG, using the correct information for citizens and special precaution to avoid the preparation of GMOs lawn essences in areas outside the UG;
 - create paths of active citizenship as opportunities for social gatherings to promote interpersonal relationships, knowledge and enhancement of the urban environment, developing social moments;

- promote good practices of environmental sustainability by raising awareness of citizens, families, groups and associations in the area of Roma Capitale and public institutions, particularly schools, on the need to preserve and redevelop the area through processes of self-management of common assets and self-organization of the needs to contrast the effects of the economic crisis;
- stimulate and increase the community's sense of belonging to the territory by meeting the social demand for "landscape", "environment" and "social", recovering both the public spaces with social, cultural or environmental finalities as well as improving their aesthetic appearance, both the knowledge and traditions of the rural culture of the territory;
- promote positive lifestyles and the development of physical activities with the involvement of the weaker segments of society and the growth of a healthy and safe food culture;
- encourage integration, social inclusion, solidarity and interculturalism;
- facilitate the acquisition of agricultural skills through training in the field, conceiving the urban garden as a "testing ground" for processing activities of the products of the soil;

Art. 4: INTERESTED PARTIES AND RESPONSIBILITIES

1. The Environmental Protection Department - Civil Protection is responsible for:
 - In the preliminary phase, checking the availability of the areas proposed by the Associations and their compatibility with the urban destination to UG;
 - The provision on loan for use of areas subject to UG to the Associations;
 - The organization of meetings every six months, extended to all districts and associations, in order to monitor the state of the art of UG of Roma Capitale;
 - The monitoring and updating of data on UG present within the borders of Roma Capitale;
 - Programming, every two years, analysis of samples of soil and irrigation water to detect possible contamination for food consumption. Should there be pollution rates that do not allow the use of food products, the agricultural production for food consumption will be inhibited and forms of alternative production will be valued for educational, aesthetic or other purposes, non-edible crops (ornamental trees, shrubs or phyto or micro-purification), the mechanical reclamation of the land and the construction of raised vegetable gardens with soil or biomass and cultivation of edible short-rooted plants;
 - The commitment to ensure the prohibition of sowing, planting, growing, harvesting and presence on the territory, in the water or in the air, of genetically modified organisms;

2. The District is responsible for:
 - Where the District is the consignee of the area for the project of an UG, it will confer the area on loan for use to the Association, subject to availability of the areas proposed by the Association and their compatibility with the urban destination to UG;
 - The District will check on the correct management and will forward the annual report to the Environmental Protection Department - Civil Protection.

3. The Association presenting the request for assignment of an area and obtaining, on loan for use, an area land owned by Roma Capitale for the realization and management of a UG project is responsible for:
 - In the proposal stage, the production of the analysis of soils and irrigation water for possible contamination;
 - The collection of requests from individual citizens for plots of land falling in the allocated area;
 - The allocation of plots;
 - The proper management of the activities carried by the assignees of the plots in accordance to what is reported in the Regulations of operations and maintenance of the UG area, Annex 2 to these Regulations.

Art.5 shows the planning steps Smarticipate can add extra value.

Art. 5: REQUEST OF AN AREA – PRESENTATION OF THE PROJECT

1. The submission of proposals by the Associations takes place following the publication of a public notice by the competent Department of Roma Capitale.
2. The request of the area, under article 4 of these Regulations, shall be submitted to the Environmental Protection Department - Civil Protection exclusively by non-profit Associations and, for their information, to the District with territorial jurisdiction.
3. The areas proposed by the Associations are subject to verification by the competent departmental offices, together with the districts, in terms of ownership of the area, any constraints, compatibility with urban destinations of the General Master Plan and governed by the implementation technical regulations, absence of interference with other projects or programs of public works or public interest already initiated or programmed by the Administration.
4. The projects presented by the Associations will be evaluated as specified in paragraph 6;
5. If the area is under the responsibility of a District, the projects – after positive assessment of the availability and compatibility of the area referred to in point 3 - will be transmitted to the concerned Districts for the subsequent processes.
6. If several Associations compete for the award of the same site, the departmental or District Office, depending on who is responsible for the area, will select the Association by allocating a score as per the following additional criteria:
 - 6.1. Actions to protect the environment: maximum score 30 points
 - 6.2. Educational and social value: maximum score 45 points
 - 6.3. Operability of the project: maximum score 25 points
7. For Associations requesting the new assignment of an area they had already had in assignment, in case of a tie score calculated according to the criteria in the previous point, the correct and consistent management will constitute preferential criteria with a limit up to 5 % of the total amount referred to in paragraph 6;
8. The Association will have to attach the following documents to the request:
 - Constitutional Act;
 - Statute ;
 - Internal Regulations;
 - The "Project", which shall consist of a descriptive report and relevant drawings;
 - The letter of commitment to take out insurance against risks of civil liability towards third parties.

TITLE II – ASSIGNMENT OF AREAS

Art. 6: LOAN FOR USE

1. The areas are conferred to the Association on loan for use by the Environmental Protection Department - Civil Protection or by the District with territorial jurisdiction, in the case of areas under the responsibility of the District, in accordance with art.n.1803 and subsequent articles of the civil Code, by signing a special Convention between Roma Capitale, through the Environmental Protection Department - Civil Protection, and the Association.
2. The loan can not be transferred to third parties.

Art. 7: DURATION AND RENEWAL

1. The contract of loan for use has a maximum duration of six years from the signing date of the Convention. Only one renewal is possible, for another six years, subject to verification of the assignment requirements. The Association will have to submit formal application to the Environmental Protection Department - Civil Protection or to the competent District within three months before the expiry date of the Convention in place.
2. The application for renewal shall not be binding for the Administration, which reserves the right to withdraw at any time.
3. A new award will take place at the end of the renewal.
4. In case of no renewal at the end of the Convention, the Association is required to remove all the equipment and facilities installed. The restitution of the area, free of any artifacts, will take place within three months after the end of the life cycle of the crops under cultivation.

Art. 8: REVOCATION

1. In case of serious or repeated breaches by the Association, Roma Capitale will proceed to the revocation of the assignment and the resulting termination of the legal relationship in place, reserving the right to apply for compensation.
2. Roma Capitale reserves the right to demand, at any time, the return of all or part of the property entrusted on loan for use to the Association, in the case of supervening grounds of public interest, without any compensation to the Association nor identification of an alternative public area.

Art. 9: FINANCIAL CONDITIONS

1. The areas for the implementation of UG projects presented by Associations will be assigned to the Associations free of charge. The costs for the realization of the project are borne exclusively by the Association.
2. The costs of consumption related to utilities (water, electricity) as well as third-party liability for any damage to property and / or persons are born by the Association.
3. In the event of failed payment of fees, the Association may claim the right to compensation or revocation to the defaulting assignees.

TITLE III – MANAGEMENT

Art. 10: GENERAL PRINCIPLES

1. The Association on loan for use with an area belonging to a District for social, environmental and cultural purposes, as per art.n.3 and established by Roma Capitale, is the entity responsible for the implementation of the project, in accordance with these Regulations and the conditions stated in the Convention.
2. The Association may favour social inclusion and socialization:
 - sharing the surface of individual plots and / or shared areas with the territorial realities;
 - organizing initiatives related to environmental protection (collective care of the green areas of the district, initiatives on the theme of sustainable waste management, water for irrigation,

energy consumption, etc.), with the involvement of schools and other associations in the territory.

3. If the Association considers it necessary for the prevention of misappropriations and the entry of animals in the cultivated area, it may fence off the entire area subject to UG, with the approval of the competent offices, with structures (wire mesh and wooden poles suitably screened by plants or equivalent fences) that do not involve building work and are easily removable. In the case of fencing, there will have to be entrance gates and the Association will establish and manage the opening/closing times in accordance with the competent District.
4. Any existing paths will remain free and usable as the area, although assigned on loan for use, remains public.
5. Each new intervention and any amendments to the existing ones are subject to the approval of the competent offices of the Department and the competent District.
6. The activities carried out in the UG will not disturb the citizens of the District, especially in the evening / night hours, and motor vehicles will not have access nor will be parked on the land provided for cultivation.
7. All citizens can visit the areas intended for UG, enjoying the spaces and amenity areas set up in the garden, without interfering and disrupting the cultivation activities of members assignees.
8. The activities carried out may not aim to achieve any form of profit.
9. The products of UG should not be marketed, with the exception of occasional activities strictly related to the conduction activities.
10. The Association must draw its own internal regulations in consistency with the present Regulations of Roma Capitale.

Art. 11: OBLIGATIONS OF THE ENTRUSTED ASSOCIATION

1. The Association has the obligation to comply with these Regulations, the conditions contained in the Convention (Annex 1 to these Regulations) and the operation and maintenance rules of the "Regulations of operation and maintenance of the area for UG "(Annex 2 to these Regulations).
2. The Association is committed to:
 - Ensuring care, order, cleanliness of the entrusted area and make it cultivate by assignees, as of art.12 and following, with continuity;
 - Ensure the provision of adequate water source by promoting rainwater harvesting systems in order to improve the use of water resources and reduce consumption;
 - Ensure that the farming activities are implemented with biological cultivation techniques for the protection of assignees, users of the area and the environment;
 - Ensure waste disposal in compliance with current legislation by promoting, where possible, composting activities of plant residue;
 - Ensure adequate and appropriate advertising on the territory for the allocation of plots;
 - Ensure proper arrangement of the area where the Department and / or the District do not intend to continue with the destination to UG or the conditions of the premises are considered unfit to continue with another Association;
 - Carry out a census of the existing trees in the area intended for vegetable garden in order to ensure their care and protection.

TITLE IV – ALLOCATION OF PLOTS

Art. 12: ALLOCATION OF PLOTS

Applications of citizens for the allocation of an UG will be submitted directly to the Association that, according to the criteria set in art. 13 following herewith, and consistent with the objectives and purposes of these Regulations, shall draw up a special ranking which, in due time, will have to be communicated to the Environmental Protection Department - Civil Protection and to the District with territorial jurisdiction.

Art. 13: AWARD CRITERIA FOR THE PLOTS TO CULTIVATE

The Associations' rules of procedure will have to implement parameters, among the criteria for allocation of plots to cultivate, that ensure compliance with the socio-environmental objectives established by Roma Capitale in the Social Urban Gardens project, and therefore:

- The "social" category (unemployed, pensioners, students, households with children) will be given a score of maximum 40 points and the allocation to associations with social or cultural purposes, or educational institutions, will have to cover at least 15% of the plots, in the case of an adequate number of requests;
- The "territory" category (distance from residence to the UG area) will be given a score of maximum 30 points, in respect of the principle of "Km 0 production" and low environmental impact;
- The "operational" category (participation in activities for the joint management of the gardens) will be given a score of maximum 30 points, in order to enhance the volunteering vocation of common activities performed within the urban gardens and the purpose of overall success of the project.

Art. 14: REQUIREMENTS

1. Citizens applying for a plot to cultivate must meet the following requirements:
 - preferably be residents in the District where the area for UG is located,
 - not be the owners, or not have the use in any capacity, of arable land on public or private areas within Roma Capitale, or not cohabit with individuals who are owners or still have the use, in any capacity, of arable land on public or private areas within Roma Capitale;
2. Each assignee, or group of assignees, can be assigned a single plot.

Art. 15: CONDUCTION OF THE PLOT

1. The Association must inform all the assignees of Roma Capitale's legal modalities for land assignment, ensuring full compliance with their terms and conditions, remaining jointly responsible with the single assignee.
2. The allocation of the plot can not be transferred to third parties.
3. The urban garden must be grown directly by the assignee, possibly assisted by other collaborators, whose names will be communicated to the Association. In the case of shared urban gardens, the assignees will collaborate to agricultural activities as required by the Rules of the Association. The replacement of the assignee is expected only in the case of temporary impediment to conduct the work of the urban garden for up to six months, non-renewable and without interruption, upon notice to the Association by registered mail or certified mail within thirty days from the impediment. The Association will replace the assignee in accordance with its rules of procedure.

4. The Association will have the task of updating annually the list of the UG assignees, which will be communicated to both the Environmental Protection Department-Civil Protection and the District with territorial jurisdiction.

Art. 16: REVOCATION OF PLOT ALLOCATION

1. Subject to the case envisaged in art.15 paragraph 3, the Association will proceed with the revocation of the plot, having informed the Environmental Protection Department - Civil Protection and the District with territorial jurisdiction, in the event of one or more of the following circumstances:
 - Impossibility, without having communicated the reasons for it, of direct management for a period exceeding three months
 - Failure to cultivate for a period of three months
 - Transfer of the assignee in another City
 - Serious infringements of these Regulations or the internal regulations of the Association
 - Partial or total sub-entrusting, for pecuniary interest, to third parties
 - Revocation by Roma Capitale for reasons of public interest
 - Disruption of civil coexistence
2. In case of cancellation by the assignee, the urban garden becomes immediately available for a new assignment by the Association.
3. In case of death of the assignee, the other components of the group of assignees, if present, have the right to continue with the conduction of the urban garden. In the absence of other components of the group, the urban garden will be immediately available for a new assignment by the Association.

Art. 17: CIVIL AND CRIMINAL LIABILITY

1. The Association acts in its own name and, therefore, is responsible for any damage that third parties may suffer from the implementation of the activities related to the conduction of the UG and can not, therefore, claim remedy to Roma Capitale.
2. Joint liability with the Association, for damage to third parties, regarding the conduction of the individual plots and common areas is levied on assignees.
3. Any damage, theft, tampering, accident that each assignee may suffer or cause to third parties, will be solely attributable to the assignee. Roma Capitale is excluded from all civil and criminal responsibility.
4. The Association is required to promptly report to the Environmental Protection Department - Civil Protection and to the District with territorial jurisdiction any damage, failure or various drawbacks.
5. The Association takes own responsibility for all the damages and injuries of any kind caused to people, things, animals, third parties, resulting from omissions, negligence or other defaults on its performance, relieving Roma Capitale from any claim and / or action for damages.
6. The Association will activate the appropriate insurance to remain in force for the duration of the contract against the risks of third-party liability. Roma Capitale will be indemnified for any damage not covered in whole or in part by the insurance policies taken out by Association.

Art. 18: CONTROLS AND SANCTIONS

1. The Office, Department or District with territorial jurisdiction, which has signed the Convention, will check on the correct and compliant use of the entire area destined to UG and of each plot assigned, on the basis of the provisions of Annex 2 to these Regulations and consequent implementing acts.
2. The Office, referred to in paragraph 1, in the event of proven violation of the Convention and failure to comply with even one of the provisions of these Regulations, and once evaluated the gravity of the infringement, gives formal notice to the Association by registered mail or by certified mail to remove the causes of the violation or to comply with its obligations within 30 days of receiving the mail. The non-compliance beyond this date will result in the termination of the legal relationship. When the District identifies the breaches, it must promptly notify the Environmental Protection Department - Civil Protection before sending the registered or certified mail.

Art. 19: FINAL PROVISIONS

1. These Regulations do not replace the laws, rules and regulations at national, regional, provincial and municipal level.