



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 15.2.1
Halifax Regional Council
March 5, 2019

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed

SUBMITTED BY: _____
Councillor Sam Austin, Chair, Community Planning and Economic Development
Standing Committee

DATE: February 22, 2019

SUBJECT: Common Roots Urban Farm

ORIGIN

February 21, 2019 meeting of the Community Planning and Economic Development Standing Committee, Item No. 12.1.2.

LEGISLATIVE AUTHORITY

Administrative Order 1, *Respecting the Procedures of the Council*, Schedule 3, Community Planning & Economic Development Standing Committee Terms of Reference, section 6 (a):

Other Duties and Responsibilities

6. The Community Planning and Economic Development Standing Committee shall have an active interest in the Agencies and Initiatives that support Community and Economic development throughout the municipality by:

(a) promoting and encouraging the development of programs, policies and initiatives in the municipality that support Community and Economic development throughout the municipality.

RECOMMENDATION

The Community Planning and Economic Development Committee recommends that Halifax Regional Council:

1. Authorize the Chief Administrative Officer (CAO) or his designate to negotiate and execute a Community Garden Agreement with Metroworks Employment Association which, in the opinion of the CAO or his designate, is in accordance with Administrative Order Number 2014-009-OP Respecting the Community Garden Program, to be located at Bi-Hi Park, Halifax;
2. Direct staff to work with representatives of the Metroworks Employment Association to explore the potential to house the 90 garden plots at existing community gardens on HRM lands; and
3. Direct staff to coordinate the move of the 90 garden plots, including the allocation of staff resources and equipment to move the soil to other community gardens.

BACKGROUND

A staff report dated February 14, 2019 pertaining to Common Routes Urban Farm was before the Community Planning and Economic Development Standing Committee for consideration at its meeting held on February 21, 2019.

For further information, please refer to the attached staff report dated February 14, 2019.

DISCUSSION

The Community Planning and Economic Development Standing Committee reviewed the February 14, 2019 staff report at its meeting held on February 21, 2019 and forwarded the recommendation to Halifax Regional Council as outlined in this report.

FINANCIAL IMPLICATIONS

As outlined in the attached staff report dated February 14, 2019.

RISK CONSIDERATION

As outlined in the attached staff report dated February 14, 2019.

COMMUNITY ENGAGEMENT

The Community Planning & Economic Development Standing Committee meetings are open to public attendance, a live webcast is provided of the meeting, and members of the public are invited to address the Committee for up to five minutes at the end of each meeting during the Public Participation portion of the meeting. The agenda, reports, video, and minutes of the Community Planning & Economic Development Standing Committee are posted on Halifax.ca.

ENVIRONMENTAL IMPLICATIONS

As outlined in the attached staff report dated February 14, 2019.

ALTERNATIVES

The Community Planning and Economic Development Standing Committee did not discuss alternative recommendations.

ATTACHMENTS

1. Staff report February 14, 2019.

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Liam MacSween, Legislative Assistant, 902.490.6521.



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 12.1.2
Community Planning & Economic Development Standing Committee
February 21, 2019

TO: Chair and Members of Community Planning & Economic Development Standing Committee

Original Signed

SUBMITTED BY:

Denise Schofield, Director of Parks & Recreation

Original Signed

Jacques Dubé, Chief Administrative Officer

DATE: February 14, 2019

SUBJECT: **Common Roots Urban Farm**

ORIGIN

November 15, 2018 Motion of Community Planning & Economic Development Standing Committee (CPED):

MOVED by Councillor Smith, seconded by Councillor Mason

THAT the Community Planning and Economic Development Standing Committee request a staff report to explore the following:

1. Potential support from HRM to secure a new headquarters for Common Roots Urban Farms.
2. Potential support from HRM to facilitate the relocation of Common Roots Urban Farm's Community Garden plots; and
3. Potential support from HRM to assist Common Roots Urban Farm with its move in April 2019.

MOTION PUT AND PASSED.

LEGISLATIVE AUTHORITY

- *Halifax Regional Municipality Charter*, Section 35(2)d(i)

(2) The Chief Administrative Officer may

(d) subject to policies adopted by the Council,

(i) make or authorize expenditures, and enter into contracts on behalf of the Municipality, for anything required for the Municipality where the amount of the expenditure is budgeted or within the amount determined by the Council by policy, and may delegate this authority to employees of the Municipality

- Administrative Order Number 2014-009-OP Respecting the Community Garden Program

RECOMMENDATION

It is recommended that the Community Planning and Economic Development Committee recommend that Halifax Regional Council:

- (1) Authorize the CAO or his designate to negotiate and execute a Community Garden Agreement with Metroworks Employment Association which, in the opinion of the CAO or his designate, is in accordance with Administrative Order Number 2014-009-OP Respecting the Community Garden Program, to be located at Bi-Hi Park, Halifax;
- (2) Direct staff to work with representatives of the Metroworks Employment Association to explore the potential to house the 90 garden plots at existing community gardens on HRM lands; and
- (3) Direct staff to coordinate the move of the 90 garden plots, including the allocation of staff resources and equipment to move the soil to other community gardens.

BACKGROUND

The Common Roots Urban Farm is currently located on approximately two acres of land owned by the Province of Nova Scotia at the corner of Bell Road and Robie Street, Halifax, adjacent to the QEII hospital (former QEII High School site). The group currently hosts 200 plots at this site. In 2012, interim space was allocated by the Nova Scotia Health Authority, in partnership with Partners for Care, to house the urban farm. The understanding between the parties was that the urban farm could be housed in the space until the QEII redevelopment team was ready to develop the property for additional medical facilities, at which time the urban farm would have to relocate. With new construction slated to begin in 2019, the Common Roots Urban Farm has to vacate its current premises.

At the November 15, 2018 meeting of CPED, a motion was passed requesting that staff explore potential support from HRM to: secure a new headquarters for Common Roots Urban Farm; facilitate the relocation of Common Roots Urban Farm's Community Garden plots; and assist Common Roots Urban Farm with its move in April 2019.

The request for a report was in response to a presentation made by Jayme Melrose, on behalf of the Commons Roots Urban Farm, in support of a new location for their urban farm. A written submission (Attachment A) outlines four requests:

- a) Help securing a new "headquarters" site
- b) Help moving 90 of their 200 community garden plots
- c) Vehicle and machinery help for the move
- d) Support for the Centre Plan By-law change that allows selling food produced on residential and commercially zoned lands (not addressed in this report)

DISCUSSION

On June 24, 2014, Regional Council approved Administrative Order Number 2014-009-OP with respect to the Community Garden Program. The purpose of this Administrative Order (AO) is to permit the operation of community gardens on Municipal lands and to provide direction for the establishment and operation of such gardens. While significantly larger and more complex than typical community gardens considered under the AO, the Common Roots Urban Farm can be considered as a community garden on Municipal lands through this AO.

Community gardening offers many benefits for residents. It can be a way to increase interaction among neighbours, add to the beauty of an area, promote environmental stewardship, and encourage active living. It is also an opportunity for people to share skills and learn from one another. There is also support in municipal documents for community gardens. Priority Objective 3.2 of HRM's Public Safety Strategy

speaks to improving access to healthy, affordable food; and the Healthy, Liveable Communities Priority Outcome Area speaks to Food Security and Community Well-Being.

Discussions have been held with representatives of the Common Roots Urban Farm. The group confirmed their preference would be to locate their headquarters and 110 community garden plots at Bi-Hi Park, and are looking for HRM staff to coordinate and move the remaining 90 community garden plots for the current users to new locations, preferably on the peninsula. Following is a summary of staff's review of the requests.

New Headquarters Site

Representatives of the Common Roots Urban Farm originally proposed three sites of interest for their new headquarters: St. Pats School, Bi-Hi Park, and Saunders Park. In discussions with the group, they confirmed their preference would be to locate their headquarters and 110 garden plots at Bi-Hi Park (see Map 1). In addition to the community garden, the headquarters would include sheds, a gathering place, and a teaching garden.

In support of Bi-Hi Park, the group indicated that the site is:

- near MetroWorks Employment Association (the group is moving their parent organization from Partners for Care to Metroworks Employment Association - a Society registered with the Registry of Joint Stock Companies, therefore, the agreement will be with MetroWorks)
- adjacent to the Immigrant Services Association of Nova Scotia (ISANS) Multicultural Garden;
- a large underused green space;
- easily accessible by bus; and
- highly visible, but also has limited pedestrian traffic.

Bi-Hi Park is 3.67 acres in size. According to the Community Garden AO, no more than five percent (5%) of the public property (743 sq.m.) can be used for the community garden. Based on a plot size of 4'x12', the 110 plots will occupy approximately 495 sq.m. of the site. Therefore, the size of the garden would comply with the AO.

Staff is in support of the Common Roots Urban Farm operating a community garden, which would include their headquarters, at Bi-Hi Park. The community garden would have to meet the provisions of the Community Garden AO, and the group would have to enter into a Community Garden Agreement with HRM (community garden agreement template attached as Attachment B). Where the Common Roots Urban Farm is a subset of Metroworks Employment Association, the agreement would be between HRM and Metroworks Employment Association.

Help moving 90 of their 200 community garden plots

The group is looking for HRM support to locate a home(s) for the remaining 90 community garden plots to a location(s) within HRM, ideally on the peninsula for its current users. This would include coordinating the move of the plots.

There are currently 23 community gardens on land owned by HRM, with six community gardens located on the peninsula, and many more which are not on municipal lands. HRM is currently investigating whether the existing community gardens on the peninsula, and the others located throughout HRM, have capacity to take any of the 90 plots. It is staff's understanding that some community gardens are at capacity and have large waitlists. A Community Developer with Parks & Recreation will work with representatives of the Common Roots Urban Farm to put them in contact with existing community garden groups on HRM land and other potential sites.

Vehicle and Machinery

The submission from the group indicates they have raised approximately \$10,000 through their recent crowdfunding campaign, and are working on sourcing and coordinating in-kind support for the move. They

estimate that it will cost approximately \$60,000 to move the urban farm, so they are looking for support to offset the costs. The group is looking for support from HRM in terms of machinery, equipment and staff resources.

In discussions with the group, it was clarified they are looking for assistance from HRM to load and move the soil from the 90 plots and from their market garden to other locations. The group indicated they would remove the wood cases.

Staff resources and equipment from Parks & Recreation and Transportation & Public Works can be made available to move the soil from the 90 plots and market garden to other community gardens. The move would need to be scheduled for a time that does not negatively impact the operations of the two business units.

FINANCIAL IMPLICATIONS

Any costs related to staff resources and equipment will be absorbed within the existing operating budget for Parks & Recreation and Transportation & Public Works.

RISK CONSIDERATION

There are no significant risks associated with the recommendations in this Report. The risks considered rate is low. To determine this, consideration was given to operational, financial and reputational risks. The Common Roots Urban Farm's proposal needs to comply with the Community Gardens AO.

COMMUNITY ENGAGEMENT

If Regional Council approves the siting of a community garden in Bi-Hi Park, staff would host a public information meeting in collaboration with the Common Roots Urban Farm, to gather public input prior to the execution of the community garden agreement. If the community consultation raises concerns that would change any of the terms, staff would return to Council for update direction.

ENVIRONMENTAL IMPLICATIONS

Implications not identified.

ALTERNATIVES

The Community Planning & Economic Development Standing Committee could recommend that Halifax Regional Council:

- (1) Not support the request by Common Roots Urban Farm to locate a community garden and their headquarters at Bi-Hi Park, Halifax, and direct staff to look at other locations;
- (2) Not support the involvement of Municipal staff in finding potential locations to house the 90 garden plots at existing community gardens; or
- (3) Not support the involvement of Municipal staff and equipment to coordinate the move of the 90 garden plots to other community gardens.

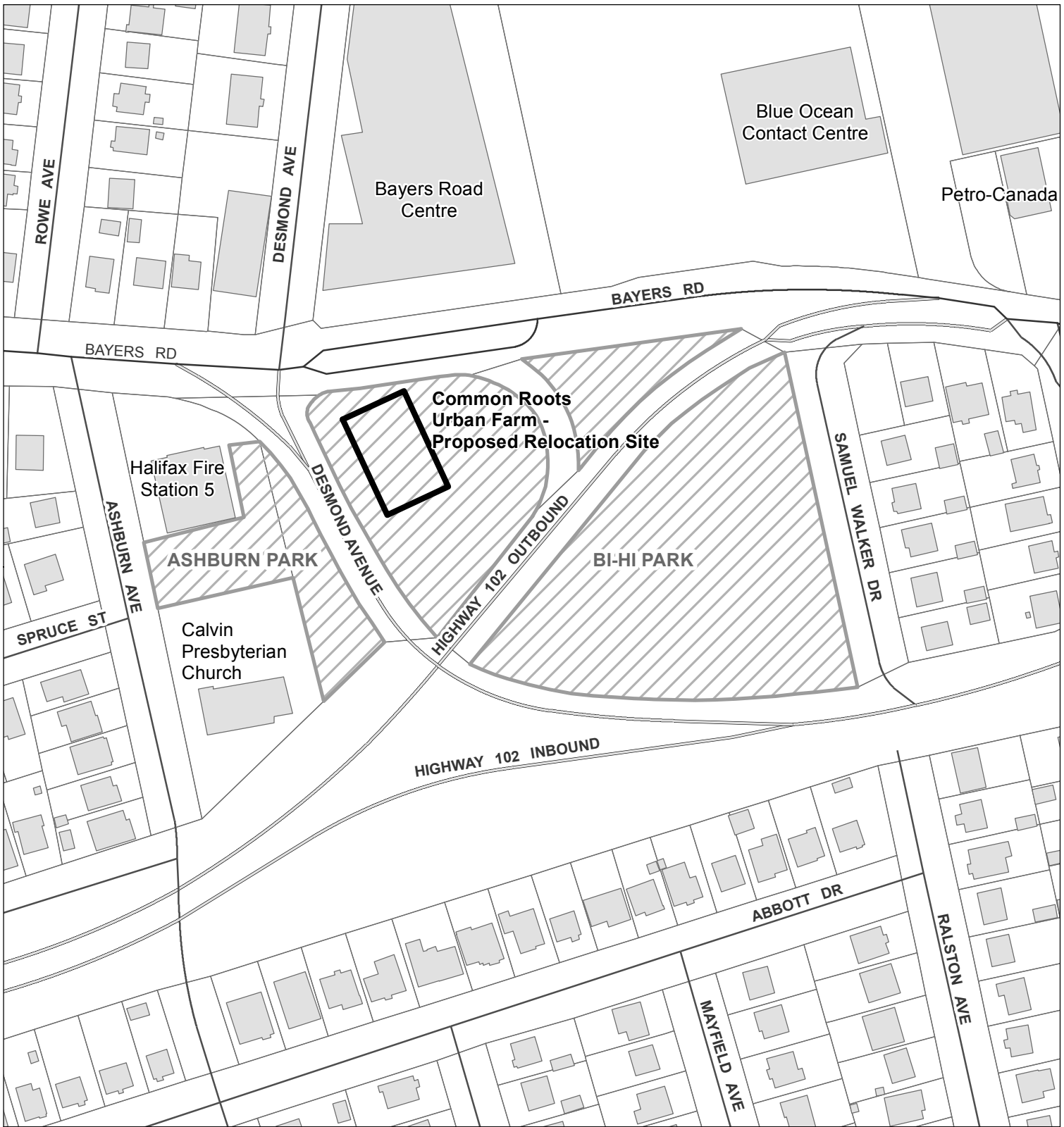
ATTACHMENTS

Map 1 – Location Map




Attachment A - Written Submission from Common Roots Urban Farm
Attachment B – Community Garden Agreement Template

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

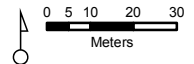
Report Prepared by: Angela Green, Manager of Recreation Programming, 902.490.3883



Map 1 - Location Map

-  Proposed Farm Location
-  HRM Park Land
-  Property Boundary

HALIFAX
Parks & Recreation
Policy & Planning





Community Planning & Economic Development Standing Committee
Halifax Regional Municipality
November 15, 2018

Overview

For the past seven years the Common Roots Urban Farm (CRUF) has had tremendous impact on thousands of residents across the Halifax Regional Municipality (HRM) where access to fresh, healthy, affordable fruits and vegetables is limited.

What began as a temporary use of hospital property at the location of the former QEII High School blossomed into an innovative social enterprise that made healthy food more accessible to those in need, built a community across a diverse range of gardeners, and found a special place in the hearts of Haligonians.

With the current garden site slated for use in the development of a new health centre, CRUF must move by April 2019 and is exploring new locations and partnership models to ensure that the great work it began seven years ago can continue on a sustainable basis.

We have a sister farm in Dartmouth at the Nova Scotia Hospital, Back To Our Roots Urban Farm (BTOR). We are in the process of moving parent organizations, from Partners For Care, to MetroWorks.

Impact To Date

- Approximately 45,400 lbs of food grown
- Approximately 5,600 of people impacted
- Approximately \$495,000 funds raised to date

Recent News Articles

CBC Nov 4 "Last hurrah for an urban farm on the move"

<https://www.cbc.ca/news/canada/nova-scotia/common-roots-urban-farm-pumpkin-smash-lash-hurrah-new-home-1.4891275>

CBC June 22 "Digging up a new location proving to be difficult"

<https://www.cbc.ca/news/canada/nova-scotia/halifax-urban-farm-common-roots-food-community-garden-1.4718406>



Attachment B – Community Garden Template

Parks & Recreation Community Garden Agreement

This Community Garden Agreement (this “Agreement”) is made on this [] day of [], 20 [], the date on which this Agreement was signed by the last party to sign it (“Execution Date”).

Between

HALIFAX REGIONAL MUNICIPALITY (hereinafter the “Municipality”)

and

a society incorporated under the laws of Nova Scotia [or a registered Canadian charitable organization] (hereinafter the “Garden Group”)

RECITALS

WHEREAS the Municipality is the registered owner of the lands situated in the Halifax Regional Municipality, Province of Nova Scotia located at the [civic address] designated with the property identification number [PID#] (hereinafter the “Lands”);

AND WHEREAS the Garden Group wishes to enter into an agreement with the Municipality to operate a Community Garden on a portion of the Lands, as shown on Schedule “A” attached hereto, subject to terms and conditions of this Agreement and Administrative Order 2014-009-OP Respecting the Community Garden Program (the “Community Garden Administrative Order”);

AND WHEREAS the Community Garden Administrative Order, including Schedule 1 thereto is incorporated into and forms part of this Agreement as Schedule “B”;

AND WHEREAS the Municipality and Garden Group recognize that community gardening offers many benefits for residents such as increasing interaction among neighbours, adding to the beauty of an area, promoting environmental stewardship and encouraging active living. Community gardening is also an opportunity for people to share skills and learn from one another;

AND WHEREAS the Municipality wishes to encourage community gardening through collaboration with community groups, individuals and non-profit organizations; and

AND WHEREAS the Garden Group acknowledges and agrees that its right to use the Lands and Community Garden exists at the pleasure of the Municipality and that such right may be revoked by the Municipality at any time, at its sole and absolute discretion;

THEREFORE in consideration of the exchange of mutual promises with respect to the rights and obligations herein, the parties covenant and agree as follows:

MANDATORY CONDITIONS

DEFINITIONS

1. In this Agreement,
 - a. **“Community Developer”** means the HRM employee responsible to liaison with the Garden Group in respect of the operation of Community Garden during the term of this Agreement.
 - b. **“Community Garden”** means that part of the Lands outlined on Schedule “A”, that is:
 - i. no more than five percent (5%) of the size of such property, and
 - ii. is operated by a Garden Group;
 - c. **“Execution Date”** means the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).
 - d. **“Plot Holder”** means a member of a Garden Group who has shared or full responsibility for gardening at least one garden plot within a Community Garden; and
 - e. **“Plot Holder Agreement”** means an agreement between a Plot Holder and a Garden Group that stipulates the rights, responsibilities and rules to be followed within the Community Garden.

TERM

2. This Agreement shall commence on the Execution Date and continue for a term of three (3) years thereafter, unless earlier terminated as is provided for in this Agreement.

TERMINATION FOR CONVENIENCE

3. This Agreement may be terminated by either party upon giving ninety (90) days written notice to the other party. Termination of the Agreement does not release a party from any obligations which occurred while the Agreement was in force or which, by their operation, are intended to survive termination of this Agreement.

TERMINATION FOR DEFAULT

4. Where the Garden Group breaches or fails to comply with or observe any of the terms, conditions, provisions or requirements of this Agreement and is thus in default of same, or a Plot Holder breaches or fails to comply with or observe any of the terms, conditions, provisions or requirements of a Plot Holder Agreement, this Agreement may be terminated by the Municipality effective immediately and without giving the Garden Group notice of its election to terminate this Agreement.
5. Where, in the sole and absolute determination of the Municipality, the following occurs, the Garden Group shall be deemed to be in default of this Agreement:
 - i. the Community Garden is being used contrary to the terms of this Agreement, the objects of the Municipality, and/or to the detriment of the Municipality; or
 - ii. the Community Garden needs to be protected against nuisance, vandalism, theft, deterioration or activity contrary to public safety, law, rule or ordinance.

CRITERIA FOR ELIGIBILITY

6. The Garden Group’s application to operate a Community Garden shall accord with the purposes of and otherwise comply with the Community Garden Administrative Order.
7. The Garden Group shall produce a site plan in respect of the Lands that complies with the directives in the Community Garden Administrative Order.
8. The Garden Group shall hold at least one public information meeting prior to constructing the Community Garden at which meeting the Garden Group shall consult with the public on the possibility of creating a Community Garden and provide the results of the meeting to the Municipality. The Municipality will review these results and make a decision in respect of whether to provide the Garden Group with the privileges detailed below. If the Municipality, its sole and absolute discretion, decides not to provide the Garden Group with such privileges, it may terminate this Agreement for convenience and without notice.

PRIVILEGES OF THE GARDEN GROUP

9. Subject always to the sole and absolute discretion of the Municipality to control and take possession of the Lands, the Garden Group shall be permitted at any time, and from time to time, during the term of this Agreement to enter upon, use and occupy the Community Garden for the purposes that are authorized under this Agreement.
10. Without limiting the generality of the foregoing, the Garden Group shall be permitted on or over or under the area outlined on Schedule "A" to (i) remove any natural object interfering with its enjoyment of the privileges hereby granted, (ii) demarcate temporary boundaries, (iii) place, store, level and remove earth, dirt, fill stone, debris of all kinds, pipes and supplies, or (iv) utilize equipment, such as light vehicles and light machinery, where such actions are in furtherance of the purposes that are authorized under this Agreement
11. The Municipality shall make the Community Garden available to the Garden Group on an "as is" basis, without express or implied representations or warranty, and the Garden Group shall be responsible for all costs associated with its intended use.
12. The Garden Group shall be permitted to construct raised garden beds as per the approved site plan. Any changes to the site plan during the term must be approved by the Community Developer.

DUTIES AND RESPONSIBILITIES OF THE GARDEN GROUP

13. The Garden Group shall
 - i. follow all the operating procedures in application booklet;
 - ii. operate the Community Gardens in a manner that complies with Schedule "B";
 - iii. as applicable, comply with Bylaw P-600, Bylaw P-800 and any successors thereto (notwithstanding these enactments, the use of non-horticultural oils, detergents, pesticides, fungicides or insecticides is not permitted); and
 - iv. comply with all applicable provincial and federal laws and regulations.
14. Raised garden beds must be made out of wood to help establish a clean looking garden site.
15. A Community Garden must be constructed at least 15-20 feet away from a road or any existing path.
16. The Garden Group shall keep the site neat and clean, with garbage, dead plant material and mess being removed from the site as soon as possible.
17. The Garden Group shall prevent the build-up of combustible materials and obstructions and shall not cause or permit any noises or odours which would constitute a nuisance to emanate from the Community Garden or Lands, nor cause or permit a discharge of any deleterious material, toxic, noxious, contaminate or poisonous substances. In the event of escape or discharge of such material or substances, the cost incurred and the clean-up to the satisfaction of the Municipality shall be at the Garden Group's sole expense.
18. Upon termination of this Agreement for any reason, the Garden Group shall be reasonable for the clean-up and rehabilitation of the Community Garden and will at its own expense remove equipment, debris and other moveable property from the working area and restore it as closely as reasonably practical to the condition in which it existed prior to the Execution Date and thereafter shall vacate the Lands.

PLOT HOLDERS

19. The Garden Group shall cause each Plot Holder to execute a Plot Holder Agreement for a term of one (1) year, which term shall commence before occupation of the assigned garden plot within the Community Garden. The Garden Group shall execute, maintain and enforce all Plot Holder Agreements with Plot Holders, and on request of the Community Developer shall make such agreements available for inspection.
20. The Plot Holder Agreement shall require the Plot Holder to assume responsibility for the maintenance (including regular watering and weeding, and not using manufactured fertilizers, herbicides or pesticides), upkeep, security and safe-keeping of the assigned garden plot during the growing season and to acknowledge and agree that Municipality has not provided nor is any way responsible for any alleged representation or warranty concerning (i) the advisability of planting any plants in the Community Garden, or (ii) the security of any plants or implements, tools or other property of the Plot Holder which is brought into the Community Garden. Further, the Plot Holder shall covenant and agree to enter and use the Community Garden at their own risk, and shall indemnify and save harmless the Garden Group and

Municipality from injury or damage resulting from or contributed to by the activities of the Plot Holder at the Community Garden. Finally, the Plot Holder Agreement shall provide that should the Plot Holder, in the sole opinion of the Garden Group, abandon or not properly tend to the assigned garden plot, the plot may be reassigned and any produce therein is subject to be harvested and distributed in a manner of the Garden Group's sole choosing.

21. Membership in the Garden Group and the opportunity to be assigned a plot and be a Plot Holder shall be open to any resident of the Municipality. Before the beginning of the growing season each year, the Garden Group shall, in a fair and transparent manner, assign garden plots to Plot Holders. Any deviation from assigning plots on a first come, first served basis must be approved by the Community Developer. The Garden Group is expected to maintain a 'Wait List' for community members wishing to access a plot.
22. The Garden Group is permitted to charge a membership fee to community members wishing to access a garden plot as Plot Holders. This fee cannot exceed \$30 per season. The money collected must go towards helping to offset the costs of maintaining the Community Garden. Garden Groups shall keep a detailed record of all money collected and all expenses.
23. The Garden Group will only permit a Plot Holder to plant / grow plants that are permitted within the definition of Community Garden.
24. In the event of a disagreement concerning the suitability of all or some of the plants a Plot Holder desires to plant / grow on the Lands, the Garden Group, in first instance, shall resolve such dispute in consultation with the Community Developer. In the event the Community Developer and the Garden Group do not agree on what constitutes a suitable plant, the Garden Group acknowledges and agrees that the Municipality shall be the sole final arbiter of what constitutes an acceptable plant and the Municipality may, in its sole and absolute discretion, (i) refuse permission to the Plot Holder to plant such plants on the Lands and/or (ii) require the Garden Group to remove such plant or plants from the Lands.

INSURANCE & INDEMNITY

25. If a shed or greenhouse is placed or maintained on the Community Garden by the Garden Group with the permission of the Municipality, the Garden Group shall provide the Municipality with satisfactory proof that it carries and has in full force and effect, commercial general liability insurance in respect of injury of one or more persons and property damage insurance in connection with the use of the Lands, in an amount not less than \$1,000,000.00. The Municipality, its officers, employees and agents shall be "Named Additional Insured" at the time of signing, at renewal or in the event of any material changes to the insurance policy.
26. The Municipality shall not be responsible for loss, damage, injury or any other type of incident or claim arising from the creation, operation, products or site of a Community Garden. The Garden Group agrees to indemnify the Municipality, its officers, employees, agents, licensees, tenants and invitees (the "Indemnified") and save the Indemnified harmless from and against any and all loss, demands, claims, actions, damages, liability, costs and expenses, including reasonable legal fees, occasion wholly or in part by any negligent acts or omissions on the part of the Garden Group, its officers, members, employees, volunteers, agents, Plot Holders or others for whom the Garden Group is responsible at law, that occurs at, upon or in respect of the Lands.

GENERAL TERMS

27. Where the context requires, words used in the singular shall include the plural and vice versa. Headings are for ease of reference only and do not affect the interpretation of this Agreement.
28. The recitals are incorporated into and form part of this Agreement.
29. This Agreement constitutes the entire agreement between the parties in respect of the assignment of rights and liabilities relating to the Lands and the Community Garden. Any amendment of the Agreement, in whole or in part, or waiver of performance must be by instrument in writing. No consent or waiver, expressed or implied, by a party of any breach or default by the other party of its obligations under this Agreement shall be deemed or construed to be consent or waiver of any future breach or default of an obligation under this Agreement.
30. The rights and obligations of the Garden Group under this Agreement cannot be assigned to or assumed by other parties without the written consent of the Municipality, which consent may be unreasonably withheld.

31. All notices, requests, demands, approvals or other communication of any kind in connection with this Agreement shall be served personally, send by registered mail or delivered electronically (by fax or email) to the persons below:

The Municipality	The Garden Group
Community Developer Halifax Regional Municipality Parks & Recreation Email:	

SITE SPECIFIC CONDITIONS

This Agreement will become effective on the Execution Date. Each party is signing this Agreement on the date stated opposite to the signature of that party.

HALIFAX REGIONAL MUNICIPALITY

Date: _____, 2019

By: _____
 Community Developer

Date: _____, 2019

By: _____

HRM Policy

HRM Strategic Plan

In the 2017 - 2020 Strategic Plan, our work supports 2 of the 6 Priority Areas:

Healthy Livable Communities

HRM is a safe, livable, and **sustainable community that encourages public engagement** and participation in complete communities.

Community Health: “Halifax shall be an active partner in supporting community health programs **such as food security initiatives.**”

Innovation: “Halifax will foster a corporate culture that values innovation and bold ideas and **supports the rapid deployment of experimental pilot projects** and civic innovation project teams.”

Social Development

HRM’s communities have access to social infrastructure that supports all segments of the community.

Social Infrastructure: HRM communities, **families, youth and seniors have access to social infrastructure** that enables them to participate fully in their community.

HRM Public Safety Strategy

Access to healthy and affordable food is identified as an area for development in the Public Safety Strategy.

Priority Objective 3.2 is “Improve Access to Healthy, Affordable Food”

- Continued support for provincial “Guidelines for Healthy Eating in Recreation Centres”
- Addition of agriculture and food system policies and provisions in the Centre Plan and the Halifax Green Network Plan
- Development of a participatory and interactive Food Map and implementation of a Community Food Security Toolkit to support food planning
- **Increased support for community gardens, community ovens, urban orchards, bee-keeping**

Action Item 44. **Encourage urban agriculture, including edible landscaping, community gardening, green rooftops and farmers’ markets.**

Requests

We come with 4 requests:

- A) Help securing a new 'headquarters' site
- B) Help moving 90 of our 200 community garden plots
- C) Vehicle and machinery help for the move itself
- D) Support for the Centre Plan bylaw change that allows selling food produced on residential & commercially zoned lands

A. New Site

We are looking for a site for our *headquarters*, where we can have our sheds, a gathering place, and a teaching garden.

Site Selection Criteria

Need to have:

- Accessible to wide range of community
- Around 1 acre in size
- Mostly sunny
- Able to host a shed, composting facilities, and a gathering space
- Access to water and electricity (or can have)
- Access to a washroom
- Available for 8 years minimum

Like to have:

- Near to MetroWorks (Bayers Road Mall)
- Near to ISANS (Mumford Mall)
- Near to where newcomers settle

Love to have:

- We'd love to create new green space, rather than transplant onto currently used public greenspace.

These choices are made based on information from the Where Will We Grow public meeting April 11.

Here is a blog post the details the results of that engagement.

<http://commonrootsurbanfarm.ca/2018/06/08/results-where-will-we-grow/>

Sites of Interest

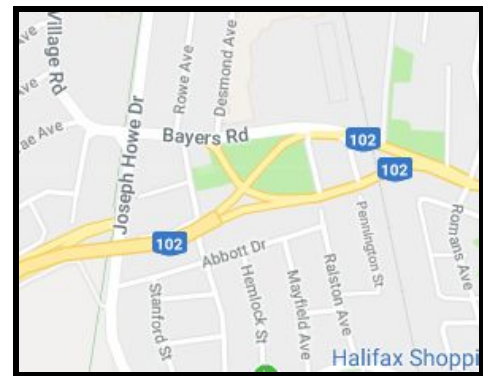
Here are three sites of interest on HRM owned land.

1. St. Pats School Site

- We could maintain our current community.
- We could move by wheelbarrow.
- We could still serve the same communities.
- We would still be available to hospital users & staff.
- Next to a nursing home and a pre-school.
- We have a nice relationship with the Quinpool Business Association, Atlantica Hotel and Freeman's Pizza.

2. Bi-Hi Park

- Near to MetroWorks.
- Adjacent to the ISANS Multicultural Garden.
- Large underused greenspace.
- Easily accessible by bus.
- Highly visible, but also limited pedestrian traffic.
- Concerns about road construction and traffic pollution.
- We would be open to starting on either side of the 102: the park side or mall side.



3. Saunders Park

- Large, central, visible
- Not many obvious users, perhaps underused.
- Closer to ISANS.
- Easily accessible by bus.



Request

We ask that appropriate HRM staff be directed to help us find a new headquarters site for Common Roots Urban Farm, based on our site selection criteria. We offer these three sites as starting points (and admit a keen interest in Bi-Hi Park). We are open to other potential sites. Can staff be directed to help us explore these and other sites to find a suitable location for our urban farm headquarters?

B. Plot Relocation

CRUF currently hosts 200 plots. We would like to move 70 to a new community garden in Fairview. We'd like to bring 40 plots with us. Could HRM help us relocate the remaining 90 community garden plots? This includes figuring out where they might go, coordinating the move, and helping to make arrangement for the ongoing coordination. It would be nice to keep these on the peninsula, for the current users. The degree to which CRUF remains involved in these garden plots is negotiable.

Request

Staff take on the work of moving 90 of our community garden plots to new locations, ideally on the peninsula where the current users are.

C. The Big Move: April 2019

It is estimated that it will cost \$60,000 to move the farm, so we are looking for support to offset the hard costs, like trucks and workers. So far we have raised almost \$10,000 through our recent crowdfunding campaign. We are working on sourcing and coordinating in-kind support for the big move. We are inquiring to see if HRM would be willing and able to offer the use of some trucks and diggers, for a few days in April of 2019. Ideally, we could get 3-5 days of support from HRM.

Request

Staff truck and equipment support to help us move in April of 2019.

D. Policy

Centre Plan

Please allow the selling of food grown on residential and commercially zoned municipal land. This is echoed by the Halifax Food Policy Alliance's finding in their 2018 Public Engagements: "Remove zoning barriers to promote urban agriculture" HalifaxFoodPolicy.ca/

Halifax Food Charter & Strategy

Thank you for the time and energy invested in this work.

We encourage the creation and support of an HRM Food Charter and an HRM Food Strategy.

We would love to see a dedicated staff to support food work. Specifically, we see a strong persistent need for a convenor, a network coordinator.

What Common Roots Offers

Volunteer Engagement & Development

We will continue to work regularly with, and grow, our broad group of volunteers, keeping them engaged and active in community building. We'll continue to build the skills and the capacity of our volunteers, many of whom face multiple barriers. Through the site selection, work-planning, and new farm design processes, we will regularly engage volunteers and our communities to build capacity in a broad range of individuals.

The Big Move Work Planning/ Project Management

We will do our part to fundraise, coordinate, and plan the big move. If we are offered the support of vehicles and machinery to move, we will be organized and ready, with a clear plan and clear timely communication to make good use of the support offered.

In regards to site selection, we will help staff identify potential locations, review with the site selection criteria, and offer timely feedback and input to the support offered by staff. We'll do our best to work well with all parties for a positive outcome.

Well Connected, in Community

We will continue to work within the community and (informal) network of community gardens and urban farms to be a good member in the ecosystem. We will continue to listen to our community members, pass along information, respecting the niches of others, with the intention of growing all the organizations in the food security landscape of urban farms and community gardens.

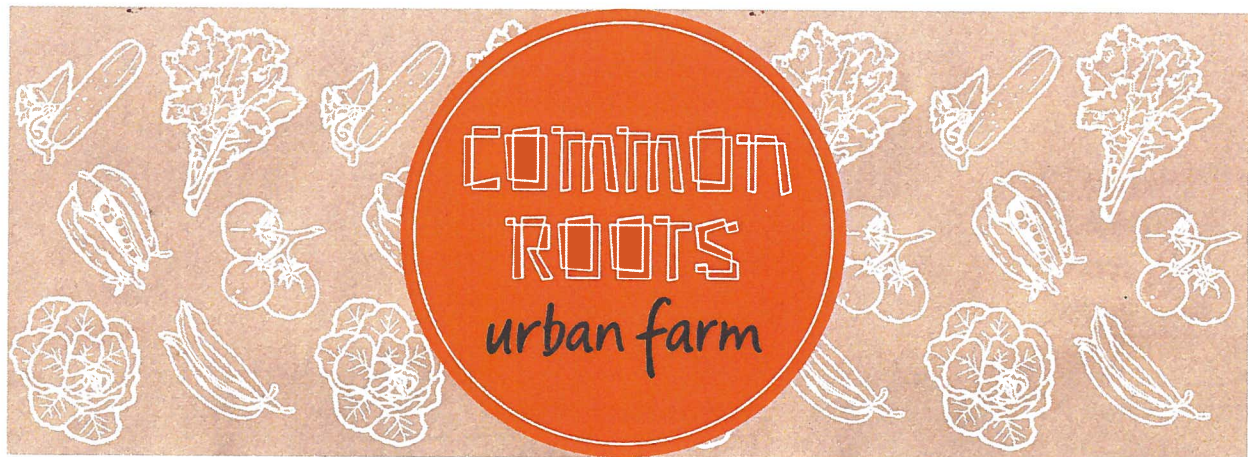
Appendix A

Common Roots Urban Farm Organization

Common Roots Urban Farm began as a project of Partners For Care (QE2 Health Sciences Centre Auxiliary). The project included a second farm at the Nova Scotia Hospital called Back To Our Roots Urban Farm (BTOR). The organization has grown to have 3 full time staff, an Advisory Committee, with four subcommittees.

Common Roots Urban Farm (including BTOR) is now transitioning to MetroWorks, as our new parent organization. We're excited about the increased capacity that working with MetroWorks will bring to the urban farms.

Through the transition, the urban farms are being guided by the Urban Farm Transition Team, a team of volunteers, including many Advisory Committee members. Members include: Kathy Moggridge, Maggy Burns, Anne Sinclair, Gerry Post, Nancy Taylor, Eric Fueneker, Adrian Herod, Spencer Gough, Heather Asbil, Jayme Melrose, Hillary Lindsay, Sara Burgess, Nicola Parker, Emma Drudge and Barb Hopkins.



Commonrootsurbanfarm.ca

crurbanfarm@gmail.com

Jayme Melrose / Urban Farm Transition Team Lead

Nicola Parker / Communications