

**ADMINISTRATIVE ORDER NUMBER 2022-007-OP  
RESPECTING THE COMMUNITY GARDEN PROGRAM**

**BE IT RESOLVED AS AN ADMINISTRATIVE ORDER** of the Council of the Halifax Regional Municipality under the authority of the *Halifax Regional Municipality Charter*, as follows:

**Short Title**

1. This Administrative Order may be cited as the *Community Garden Administrative Order*.

**Purpose**

2. The purpose of this *Administrative Order* is to permit the operation of Community Gardens on property owned or leased by the Municipality and provide direction for the establishment and operation of such gardens.

**Interpretation**

3. In this Administrative Order:

(a) “Boulevard Garden” means a garden that is planted in the Municipality’s street right-of-way between the sidewalk and the curb;

(b) “CAO” means the Chief Administrative Officer of the Municipality, or their delegate;

(c) “Community Garden” means a garden located on public property owned or leased by the Municipality that is not a Boulevard Garden and is operated by a Garden Group;

(d) “Community Garden Agreement” means an agreement between a Garden Group and the Municipality which sets out the rights and responsibilities respecting managing and operating a Community Garden;

(e) “Garden Group” means a society, not-for-profit corporation, or a registered Canadian charitable organization, operating a Community Garden for one or more of purposes set out in subsection 5(2);

(f) “Council” means the Council of the Municipality;

(g) “External Structure” means a small garden shed or greenhouse erected at a Community Garden in accordance with this *Administrative Order*;

(h) “Municipality” means the Halifax Regional Municipality, its employees, elected officials, agencies, boards, and commissions;

(i) “Honeybee Keeping Group” means a society, not-for-profit corporation, or a registered Canadian charitable organization that is registered as a Bee Keeper with the Province of Nova Scotia and is operating an apiary at a Community Garden. A Honeybee Keeping Group may also be a Garden Group;

(j) “Plot Holder” means the member of a Garden Group who has shared or full responsibility for gardening at least one garden plot within the Community Garden; and

(k) “Plot Holder Agreement” means the agreement between a Plot Holder and the Garden Group that stipulates rights, responsibilities and rules to be followed within the Community Garden.

### **Application**

4. (1) This *Administrative Order* shall apply to the lands of the Municipality whereon a Community Garden is located or proposed to be located.

(2) A Community Garden shall not be located:

(a) on a sport field;

(b) on a street, median between streets, or street right-of-way of the Municipality;

(c) on a municipal park, unless the Garden Group enters into a Community Garden Agreement with the Municipality as is contemplated under subsection 4(3) herein; or

(d) on lands of the Municipality, where a Community Garden is otherwise restricted or prohibited by law.

(3) Where a Garden Group operates a Community Garden on a municipal park pursuant to a Community Garden Agreement, in addition to any other requirement under this *Administrative Order*, the Garden Group shall:

(a) not impede public access to a Community Garden during day-light hours, except as is necessary to maintain and protect the Community Garden;

(b) maintain the Community Garden in a good state of repair in a manner that protects the safety of the public; and

(c) not build, construct or install a garden shed, greenhouse or other structure in a municipal park, unless such building, construction or installation complies with this *Administrative Order* and is approved in writing by the Municipality.

5. (1) A Community Garden shall be operated on a non-profit basis and any money received from:

(a) holding a display or demonstration, or

(b) providing instructional programming,

shall be invested in the Community Garden, a not-for-profit corporation, or a registered Canadian charitable Organization.

(2) A Community Garden shall be used:

(a) for the production of produce for personal use, or for demonstrating gardening or other related instructional programming;

(b) in a safe and fair manner in a way that enhances neighbourhoods; and

(c) subject to the rules and procedures of use set out in Schedule 1 of this *Administrative Order*.

### **Process for Establishment**

6. (1) Every application for a Community Garden shall be received by the Municipality by 4:30 pm on March 30<sup>th</sup> of any given year.

(2) If March 30<sup>th</sup> falls on a weekend or Holiday, the application deadline shall be 4:30 pm of the next business day.

(3) Applications received after this date may be processed but may not be completed by the start of gardening season.

7. Before entering into a Community Garden Agreement, the Garden Group shall consult the public. Consultation shall include holding at least one public information meeting.

8. (1) Every Garden Group seeking to establish a Community Garden shall make application to the Municipality requesting permission to create a Community Garden.

(2) Every application shall disclose the results of the public consultation and provide to the Municipality:

(a) the name of society, not-for-profit corporation, or a registered Canadian charitable organization that is applying for the proposed Community Garden;

(b) the civic address for the proposed Community Garden;

(c) a site plan; and

- (d) any other information the Municipality may require.
- (3) The site plan shall show:
- (a) the approximate location of existing property lines on the proposed Community Garden site to be confirmed by the Municipality;
  - (b) the approximate location of existing structures and buildings on the proposed Community Garden site to be confirmed by the Municipality;
  - (c) existing landscape features such as planting beds, trees, pathways, benches, lighting, fencing, parking areas on the proposed Community Garden site;
  - (d) any existing watercourses such as streams and rivers on the proposed Community Garden site;
  - (e) a brief description of who owns or occupies the properties surrounding the proposed Community Garden site;
  - (f) the dimensions of the proposed Community Garden;
  - (g) the dimensions and location on the proposed Community Garden site of any proposed fencing, composting bins, small garden sheds or greenhouses, pathways or other similar features to be installed in support of the proposed Community Garden; and
  - (h) the location of the proposed water source for the proposed Community Garden site.
9. (1) Once a completed application is received by the Municipality, the Municipality may consider whether to approve a Community Garden at the site location.
- (2) If a Community Garden is approved by the Municipality, the Garden Group shall enter into a Community Garden Agreement.
10. Every Garden Group with an executed Community Garden Agreement shall:
- (a) operate and manage the Community Garden in a fair, equitable, and transparent manner;
  - (b) comply with the approved site plan and Community Garden Agreement;
  - (c) be responsible for all expenses associated with operating and maintaining the Community Garden including the provision of water to such Garden;

- (d) execute, maintain and enforce Plot Holder Agreements with Plot Holders; and
- (e) comply with the rules and procedures set out in this *Administrative Order*.

11. 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.

12. The failure of a Garden Group to comply with this *Administrative Order* may result in the termination of the Community Garden Agreement and closure of the Community Garden by the Municipality.

### **Roles and Responsibilities**

13. The Municipality may demonstrate its support for Community Gardens by:

- (a) promoting Community Garden initiatives and participating as a stakeholder with third parties;
- (b) encouraging the use of Community Gardens for demonstration gardening and other related instructional programming to support local food production;
- (c) compiling and maintaining an inventory of current Community Garden sites on property owned or leased by the Municipality; and
- (d) in any other way the Municipality decides.

### **Insurance and Indemnification**

14. 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.

15. The Municipality shall not be responsible for loss, damage, theft or vandalism of any structure or equipment and the Garden Group shall maintain insurance coverage relative to such matters, to the satisfaction of the Municipality.

16. The Garden Group shall obtain and maintain Commercial General Liability coverage in amounts not less than One Million Dollars (\$1,000,000) and with the Halifax Regional Municipality named on the policy as Additional Insured.

17. The Garden Group shall provide the Municipality with a Certificate of Insurance:

- (a) at the time of signing a Community Garden Agreement;
- (b) at the time of a renewal of the insurance policy; and
- (c) if there is a material change to the insurance policy.

18. If an External Structure is permitted by the Municipality, such External Structure shall comply with this Administrative Order. The Municipality is not liable nor responsible for loss, damage, theft, or vandalism of the External Structure or its contents.

19. The Municipality may, without notice, stop any activities in the Community Garden it considers unsafe, dangerous or otherwise hazardous to the public. This includes any Community Gardens that are unsightly or are a misuse of municipal property.

### **Honeybee Keeping**

20. Any Honeybee Keeping Group at a Community Garden shall submit a written request and be approved in writing by the Municipality prior to the installation of the Apiary.

21. In addition to the requirements of section 8 of this *Administrative Order*, the Honeybee Keeping Group application shall include:

(a) a risk management plan outlining approved best practices to manage the risk to the public and bees effectively, including examples of signage for public notification and hive design;

(b) proof of insurance as provided by the Nova Scotia Beekeepers Association; and

(c) proof of registration as a Beekeeper with the Province of Nova Scotia.

22. To protect the public or in the event of environmental or other hazardous situations, the Municipality reserves the right to request redesign or relocation of Apiaries at any time. Such notice shall include reasonable time to relocate hive(s).

### **Delegation**

23. (1) Council delegates to the CAO the authority to approve and sign, on behalf of the Municipality, Community Garden Agreements and any amendments to such Agreements.

(2) The CAO may delegate such authority to employees of the Municipality.

### **Prohibited Activities**

24. The Garden Group shall not:

(a) sell produce grown in a Community Garden except as is specifically permitted by the Municipality, and if so permitted shall be a restricted activity subject to the terms of the Community Garden Agreement;

(b) grow Cannabis in a Community Garden; or

(c) expand their Community Garden without first obtaining the consent of the

Municipality.

25. The Plot Holder Agreement shall impose on Plot Holders the same prohibitions as are applied against Garden Groups in this section.

**Municipal Bylaws**

26. The establishment and operation of the Community Garden shall comply with all By-laws of the Municipality, including By-law P-600, the *Municipal Parks By-law*.

**Schedule**

27. Any Schedule attached to this *Administrative Order* shall form part of this *Administrative Order*.

**Repeal**

28. Administrative Order 2014-009-OP, Respecting the Community Garden Program, is repealed.

Done and passed in Council this 22<sup>nd</sup> day of November, 2022.

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Mayor

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Municipal Clerk

I, Iain MacLean, Municipal Clerk of the Halifax Regional Municipality, hereby certify that the above noted Administrative Order was passed at a meeting of Halifax Regional Council held on November 22, 2022.

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Iain MacLean, Municipal Clerk

## **SCHEDULE 1 RULES AND PROCEDURES FOR COMMUNITY GARDENS**

**The following rules and procedures shall apply to all Community Gardens located on lands owned or leased by the Municipality.**

### **Size**

1. The Garden Group shall restrict the size of the garden to the dimensions as set by staff of the Municipality, with consideration to the area of the land, public use of the land, maintenance of the land, layout of the Community Garden, public consultation, and any future development of the land.

### **Raised Garden Beds**

2. The Garden Group shall not carry out any major excavation or disturbance of the land of the Municipality including the site of the Community Garden.
3. Only the regular turning and working of the surface area for the preparation of raised garden beds in the Community Garden site shall be permitted.

### **Plots**

4. If the Community Garden contains plots, the Garden Group shall create and maintain a first come, first served waiting list.

### **Soil Test**

5. The Garden Group may undertake a standard soil test to know what soil nutrients the Community Garden may be lacking.
6. The Municipality reserves the right, at any time and without notice, to perform an Agricultural Soil Test of the soil in the Community Garden.

### **Garden Soil**

7. The Garden Group shall inform the Municipality on the source and quality of the soil or mulch before such soil is used in the Community Garden.
8. All topsoil brought to the Community Garden shall:
  - (a) be free of any foreign objects, contaminants, subsoil, roots, sods, rocks or other unwanted materials including raw manures;
  - (b) be screened through a one-half (½) inch screen and shall consist of loose, friable fertile loam (textural class);
  - (c) be a light mixture to sustain vigorous plant or root growth and with sufficient humus to prevent over-compaction; and
  - (d) have a minimum two percent (2%) organic carbon content and pH of not less



than 5.7 or greater than 7.2.

### **Cribbing around the Garden**

9. Wolmanized or pressure treated lumber or lumber using creosote (rail ties) for cribbing around the Community Garden shall not be permitted.

### **Gardening Equipment**

10. The use of heavy excavation equipment shall not be permitted.
11. (1) Small motorized gardening equipment, such as a Rototiller, is permitted for annual soil turning providing such equipment is operated by an experienced and skilled individual.  
  
(2) Proper clothing, proper footwear and safety equipment shall be required when operating such equipment.

### **External Structures: Small Storage Sheds and Greenhouses**

12. External Structures may be permitted in or near the Community Garden providing the External Structure:
  - (a) is no larger than 10 feet by 12 feet (10 x 12);
  - (b) does not have running water, electricity or a permanent base; and
  - (c) the Garden Group has submitted a site plan with all the required information set out in section 8 of this *Administrative Order*; and
13. If the Municipality agrees with the construction or erection of an External Structure:
  - (a) the Municipality shall not responsible for nor liable for the design, construction, maintenance or removal of External Structures associated with the Community Garden;
  - (b) the External Structure shall be owned and maintained by the Garden Group; and
  - (c) loss of any type to the External Structure, including to its contents, by theft, fire, vandalism, spillage or damages of any kind (including personal injury) shall be the responsibility of the Garden Group.
14. HRM has the right to request or remove the structure at any time should the structure pose a hazard, eyesore or otherwise contravene Municipal standards
15. Any External Structure that does not meet the requirements of section 12 of this *Schedule 1* must be approved by the CAO of the Municipality.

### **Compost Bins and Fences**

16. Compost bins are permitted and shall be located in a safe location and checked frequently to ensure rodents do not have access.
17. A low fence to keep out animals is permitted during the growing season if:
  - (a) the fence is approved in writing by the Municipality prior to installation and maintained in good condition by the Garden Group during the term of the Community Garden Agreement;
  - (b) the fence is visible and public accessibility to the Community Garden is maintained during day-light hours; and
  - (c) the fencing supports are visible.

### **Garbage/Litter**

18. Waste receptacles for non-organic waste (garbage) shall be permitted in the Community Garden.
19. The Garden Group shall remove all garbage from the Community Garden immediately.

### **Water and Electricity**

20. The Municipality shall not provide water or electricity to the Community Garden.

### **Changes**

21. A Community Garden shall not be expanded without prior written approval of the Municipality.
22. Any changes to the site plan require the prior written approval of the Municipality.

### **End of the Project/Restoration of the Garden Site**

23. The Municipality or the Garden Group may terminate the Community Garden Agreement, without cause, by providing ninety (90) days written notice of termination to the other party.
24. The Garden Group shall be responsible for the clean-up and any rehabilitation of the Community Garden site at the end of the project.
25. The Municipality reserves the right to terminate the Garden Agreement, at any time and without notice, if in the Municipality's sole determination, the Community Garden Agreement is breached by:
  - (a) the Garden Group, or
  - (b) the Garden Group or Plot Holder fails to follow these rules and procedures.

Notice of Motion:  
Approval:

November 8, 2022  
November 22, 2022