



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

Item No. 15.3.1
Halifax Regional Council
November 22, 2022

TO: Mayor Savage Members of Halifax Regional Council

SUBMITTED BY: Original Signed
Councillor Tony Mancini, Chair, Environment & Sustainability Standing Committee

DATE: November 10, 2022

SUBJECT: Repeal & Replace Administrative Order 2014-009-OP Respecting the Community Garden Program

ORIGIN

November 3, 2022 meeting of Environment & Sustainability Standing Committee, Item 12.1.1.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter
Section 59

(3) In addition to matters specified in this Act or another Act of the Legislature, the Council may adopt policies on any matter that the Council considers conducive to the effective management of the Municipality

Section 61

(3) The property vested in the Municipality, absolutely or in trust, is under the exclusive management and control of the Council, unless an Act of the Legislature provides otherwise.

Environment & Sustainability Standing Committee Terms of Reference:

2 (c) promote policies appropriate to protect water resources, parks, open spaces, and green environment in the Municipality.

RECOMMENDATION

The Environment and Sustainability Standing Committee recommends that Halifax Regional Council adopt Administrative Order 2022-007-OP, *Respecting the Community Garden Program*, including repealing Administrative Order 2014-009-OP, as set out in Attachment B of the staff report dated September 29, 2022.

BACKGROUND

Environment and Sustainability Standing Committee received a staff recommendation report dated September 29, 2022 to consider repeal and replacement of Administration Order 20214-009-OP *Respecting the Community Garden Program*.

For further information refer to the attached staff report dated September 29, 2022.

DISCUSSION

Environment and Sustainability Standing Committee considered the staff report dated September 29, 2022 and approved the recommendation to Halifax Regional Council as outlined in this report.

FINANCIAL IMPLICATIONS

Financial implications are outlined in the attached staff report dated September 29, 2022.

RISK CONSIDERATION

Risk considerations are outlined in the attached staff report dated September 29, 2022.

COMMUNITY ENGAGEMENT

Meetings of the Environment & Sustainability Standing Committee are open to public attendance and members of the public are invited to address the Standing Committee for up to five (5) minutes during the Public Participation portion of the meeting. Meetings are live webcast on Halifax.ca. The agenda, reports, video, and minutes of the Standing Committee are posted on Halifax.ca.

For further information on Community Engagement refer to the attached staff report dated September 29, 2022.

ENVIRONMENTAL IMPLICATIONS

Environmental implications are outlined in the staff report dated September 29, 2022.

ALTERNATIVES

Environment and Sustainability Standing Committee did not provide alternatives.

Alternatives are outlined in the attached staff report dated September 29, 2022.

ATTACHMENTS

Attachment 1 – Staff recommendation report dated September 29, 2022.

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: Jill McGillicuddy, Legislative Assistant, Municipal Clerk's Office 902.493.2810



P.O. Box 1749
Halifax, Nova Scotia
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ATTACHMENT 1

Item No. 12.1.1
Environment & Sustainability Standing Committee
November 3 2022

TO: Chair and Members of the Environment & Sustainability Standing Committee

SUBMITTED BY:  (Original Signed)

Jacques Dubé, Chief Administrative Officer

DATE: September 29, 2022

SUBJECT: **Repeal & Replace Administrative Order 2014-009-OP *Respecting the Community Garden Program***

ORIGIN

Staff identified updates and clarifications based on the administration of the Community Garden Program.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter
Section 59

(3) In addition to matters specified in this Act or another Act of the Legislature, the Council may adopt policies on any matter that the Council considers conducive to the effective management of the Municipality

Section 61

(3) The property vested in the Municipality, absolutely or in trust, is under the exclusive management and control of the Council, unless an Act of the Legislature provides otherwise.

Environment & Sustainability Standing Committee Terms of Reference:

2 (c) promote policies appropriate to protect water resources, parks, open spaces, and green environment in the Municipality.

RECOMMENDATION

It is recommended that the Environment & Sustainability Standing Committee (ESSC) recommend that Halifax Regional Council adopt Administrative Order 2022-007-OP, Respecting the Community Garden Program, including repealing Administrative Order 2014-009-OP, as set out in Attachment B of this staff report.

BACKGROUND

Community gardens have been operating on municipally owned property for years. In 2009, a process was developed to accept requests from residents to establish community gardens. In 2014, the number of requests for community gardens on municipal property had increased to a point where a supporting policy was required to assist with the decision making and approval of the gardens.

In 2014, Regional Council approved the creation of Administrative Order 2014-009-OP, *Respecting the Community Garden Program*, to specify how community gardens would be created, operated, and maintained. An accompanying Community Garden Handbook was developed which explains the rules, guidelines, and procedures for operating a community garden on municipal property. The handbook is reviewed by staff annually to ensure it meets the needs of the community and adheres to the approved policy and direction of Council.

Since the inception of the Community Garden Program in 2009, it has grown from six community gardens to 25 community gardens now operating on municipal property with new requests each year. Recently, new requests have shown inconsistencies within the current Administrative Order (AO) as new trends are not covered by the existing AO, which has created difficulties in the administration of the Community Garden Program. Due to these reasons, it is recommended that the Administrative Order 2014-009-OP be repealed, and a new Administrative Order be implemented to reflect the current processes of the Community Garden Program. This will provide clarity for staff administration and reduce the barriers to growing food and flowers on municipally owned property.

DISCUSSION

While the current Community Garden AO successfully provides a standard process for allowing community gardens on public lands, over the past seven years staff have noticed new trends not covered by the AO, unclear language affecting the administration of the AO, AO to reflect updated Regional Council direction and unnecessary barriers for volunteer-based groups who are interested in creating a community garden. This report discusses the proposed updates to the AO in the following sections:

- New Trends in Community Gardening
- Updates for Clarification
- Removing Barriers to Community Groups

New Trends in Community Gardening

Honeybee Keeping

Staff have received an increasing number of requests from community garden groups that want to add honeybee hives (also known as apiaries) to their community gardens. Garden groups have explained that the addition of beehives to community gardens supports the health of the garden and provides educational opportunities.

Honeybee keeping may be appropriate in some community gardens. Therefore, staff propose that honeybee keeping be included as a permitted use in community gardens, provided that:

1. Parks staff have reviewed the site and deem the location as appropriate based on existing park use.
2. The community garden group has provided the following information:
 - a. A risk management plan outlining approved best practices to manage the risk to the public and bees effectively, which would include examples of signage for public notification and hive design;
 - b. Proof of registration as a Beekeeper with the Province of Nova Scotia; and
3. The Municipality reserves the right to request re-design or re-location of apiaries at any time in the event of environmental or hazardous situations.

Insurance

HRM requires that all community gardens have \$1M general liability insurance. The existing AO refers only to the need for insurance if the community garden has a shed. Based on consultation with staff, it is proposed that the following be included in the Risk Management section of the AO:

- The community garden group is responsible to obtain and maintain commercial general liability coverage in amounts not less than one million dollars (\$1,000,000), with Halifax Regional Municipality named on the policy as additional insured.
- A certificate of insurance is to be provided to the municipality at the time of signing this agreement, at renewal, or at time of material change to the insurance policy.

Note: Due to the low risk with community gardens, and therefore, low cost of insurance, HRM's group insurance plan was able to provide the required insurance for up to 20 community gardens. The remaining six community gardens are operated by larger not for profit organizations which already have the required insurance in place. Staff would seek to fund any additional gardens from within existing budgets.

Updates for Clarification

Staff identified several sections of the current AO and attached Schedule 1, that require clarification or minor changes. The following updates are samples of those proposed in Attachment A:

- The addition under Prohibited Activities that the Garden Group shall not grow Cannabis in a Community Garden.
- The requirement for general liability insurance has been updated to include that all community gardens must have insurance and not just garden groups with a shed. Insurance requirements are generalized in the AO as requirements change with market conditions. Insurance requirements are specified in the Community Garden Handbook which is updated annually.
- The Administrative Order required updates due to Regional Council direction since last AO, such as the Boulevard Garden AO and the repeal of the Pesticide By-law.
- Additional edits, such as re-ordering sections and correcting typos are noted in Attachment A. There are no changes to the intent of the AO or Community Garden Program, or how the AO is administered with the additional minor edits found in Attachment A.

Removing Barriers to Community Groups

Community feedback identified barriers under the existing Administrative Order, which have been addressed in the new Administrative Order. Specifically,

- Schedule 1 of the AO currently specifies conditions for sheds but does not specify conditions for greenhouses. For greater clarity, Schedule 1 is being updated to clarify that greenhouses have the same conditions as sheds.
- The existing AO limited community gardens to 5% of the available park space. Each park and community garden request are unique and the 5% limit was limiting in some cases. The AO has been amended to enable the garden review team to determine what percentage is appropriate for the size of community and use of the park.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

RISK CONSIDERATION

No risk considerations were identified.

COMMUNITY ENGAGEMENT

Staff have consulted with key internal stakeholders as well as representatives from existing Community Gardens prior to preparing this report and AO.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified

ALTERNATIVES

1. The Environment & Sustainability Standing Committee could recommend that Regional Council adopt the Administrative Order as set out in Attachment B, with amendments. This may require a supplemental staff report.
2. The Environment & Sustainability Standing Committee could recommend that Regional Council decline to adopt the Administrative Order as set out in Attachment B. This would result in Administrative Order 2014-009-OP remaining in force.

ATTACHMENTS

Attachment A: Showing Changes to Administrative Order 2014-009-OP *Respecting the Community Garden Program*

Attachment B: Proposed Administrative Order 2022-007-OP

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: Darren Hirtle, Community Developer, Parks & Recreation (902) 476-1184
 Meaghan Dalton, Community Developer, Parks & Recreation (902) 456-9683

**SHOWING CHANGES FROM ADMINISTRATIVE ORDER NUMBER 2014-009-OP to
2022-007-OP**

ADMINISTRATIVE ORDER NUMBER 2014-009-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 ~~within~~ **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 his or her 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**;
 - (i) ~~no more than five percent (5%) of the size of such property, and~~
 - (ii) ~~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 ~~person~~, society, not-for-profit corporation, or a registered Canadian charitable organization, operating a Community Garden for one or more of purposes set out in clause 5(~~b~~**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) **“Honey Bee 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 Honey Bee 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 ~~or a recreational~~ field,
 - (b) on a street or a 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; and

- (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 is permitted by resolution of the Council **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) ~~on a non-profit basis and any money received from:~~
 - (i) ~~the distribution or sale of produce,~~
 - (a) holding a display or demonstration, or
 - (b) providing instructional programming,
- shall be invested in the Community Garden, ~~and, a not-for-profit corporation, or a registered Canadian charitable Organization.~~
- (c) ~~for one or more of the following purposes:~~
 - (ii) ~~for the production of produce for personal use or for donation to local food causes such as a Food Bank,~~
 - (iii) ~~for the production of a floral or landscape display within the Municipality,~~
 - (iv) ~~for demonstrating gardening or other related instructional programming, or~~
 - (v) ~~for the distribution or sale of produce to local retailers;~~
- (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 15th ~~30th~~ of any given year.

(2) If March 15th ~~30th~~ falls on a weekend or Holiday, the application deadline shall be 4:30 pm of the next business day.

(3) ~~Only a~~ Applications received by the date set out in this section shall be considered for a Community Garden **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 including holding at least one public information meeting.

8. (1) ~~After the public consultation,~~ ~~e~~ 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 Community Group 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) ~~the location of~~ existing landscape features such as planting beds, trees, pathways, benches, lighting, fencing, parking areas on the proposed Community Garden site;
 - (d) ~~the location of~~ 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 distances between existing property lines, existing structures and existing landscape features near the proposed Community Garden site;~~
 - (f) the dimensions of the proposed Community Garden and the location in the proposed Community Garden where planting will occur;
 - (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, ~~if the application is received by the deadline pursuant to section 6 of the *Administrative Order*,~~ 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 ~~an agreement~~ 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 ~~Schedule 1~~ of 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.

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 Community Garden Group is responsible to obtain and maintain Commercial General Liability coverage in amounts not less than One Million Dollars (\$1,000,000.) and with Halifax Regional Municipality named on the policy as Additional Insured.**
17. **A Certificate of Insurance is to be provided to the Municipality at time of signing this Agreement, at renewal or at time of material change to the insurance policy**
18. **If an External Structure is permitted by the Municipality, such External Structure must 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.**

Honey Bee Keeping

20. **Any Honey Bee Keeping at a Community Garden must 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 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 re-design or re-location of Apiaries at any time. Such notice will include reasonable time to relocate hive (s) understanding the nature of Bee Keeping.**

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) ~~distribute or sell produce grown in a Community Garden~~ **accept except** as is specifically permitted ~~in this Administrative Order~~ **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;**
 - (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.

Delegation

26. ~~(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.~~

Municipal Bylaws

26. The establishment and operation of the Community Garden shall comply with all By-laws of the Municipality including:

(a) ~~Bylaw P-600, the *Municipal Parks By-law*;~~ and

(b) ~~Bylaw P-800, the *Pesticide 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.

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

Location of Community Garden

~~1. A Community Garden shall not be permitted within any part of the street right-of-way of the Municipality or anywhere else prohibited by section 4 of this *Administrative Order*.~~

Municipal Bylaws

~~2. The establishment and operation of the Community Garden shall comply with all By-laws of the Municipality including:~~

~~(a) Bylaw P-600, the *Municipal Parks By-law*; and~~

~~(b) Bylaw P-800, the *Pesticide By-law*.~~

Risk Management

~~3. 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.~~

~~4. 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.~~

~~5. The Municipality shall not provide insurance to the Garden Group.~~

~~6. If a shed or greenhouse is permitted by the Municipality, the Garden Group shall provide to the Municipality proof of a valid and in force Commercial General Liability policy with minimum limits of one million dollars (\$1,000,000.) with the Municipality named on the policy at the time of signing, at renewal or in the event of any material changes to the insurance policy.~~

~~7. The Municipality may, without notice, stop any activities in the Community Garden it considers unsafe or dangerous.~~

Garden Group Membership

~~8. 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.~~

Plans

~~9. The Garden Group shall have a plan to promote safety and to minimize any risk to its volunteers and participants.~~

~~10. (1) The Garden Group shall have a plan for community involvement in gardening activities.~~

~~(2) The community involvement plan shall encourage the involvement of groups such as schools, youth, seniors and citizens who do not have an assigned plot or are not a Plot Holder.~~

~~11. The Garden Group shall have a plan to consult with surrounding neighbours of the Community Garden.~~

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 ~~shall be created and maintained by the Garden Group.~~

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 ($\frac{1}{2}$) 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. A small garden shed~~ **External Structures** may be permitted in or near the Community Garden ~~providing the shed~~ **providing the External Structure:**

- (a) is no larger than ~~eight feet by 10 feet (8 x 10)~~ **10 feet by 12 feet (10 x 12)**
- (b) does not have running water, electricity or a permanent base; and
- (c) ~~the Community Group has insurance as set out in section 6 of this Schedule.~~
- (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 a Community Group wants a greenhouse in or near the Community Garden, the Community Group shall:~~

- (a) ~~provide the Municipality with a site plan with all the required information set out in section 7 of this *Administrative Order*; and~~
- (b) ~~have insurance as set out in section 6 of this Schedule.~~

13. If the Municipality agrees with the construction or erection of a ~~garden shed or greenhouse,~~ **an External Structure:**

- (a) the Municipality shall not be responsible for nor liable for the design, construction, maintenance or removal of ~~garden sheds or greenhouses~~ **External Structures** associated with the Community Garden; and

- (b) **the External Structure shall be owned and maintained by the Garden**

Group; and

- (c) loss of any type to the ~~shed or greenhouse~~ **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 Chief Administrative Officer 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 ~~Community~~ **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 ~~Community~~ **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:

Approved:

**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 30th of any given year.

(2) If March 30th 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 day of , 2022.

Mayor

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 , 2022.

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 (1/2) 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:

Approved: