

**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 the Municipality and provide direction for the establishment and operation of such gardens.

**Interpretation**

3. In this Administrative Order,

(a) “CAO” means the Chief Administrative Officer of the Municipality, or his or her delegate;

(b) “Community Garden” means a garden located on public property owned by the Municipality that is:

(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);

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

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

(h) “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

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- (i) “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,

(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) 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.

5. A Community Garden shall be operated,

- (a) on a non-profit basis and any money received from:

(i) the distribution or sale of produce,

(ii) holding a display or demonstration, or

(iii) providing instructional programming,

shall be invested in the Community Garden, and;

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- (b) for one or more of the following purposes:
  - (i) for the production of produce for personal use or for donation to local food causes such as a Food Bank,
  - (ii) for the production of a floral or landscape display within the Municipality,
  - (iii) for demonstrating gardening or other related instructional programming, or
  - (iv) for the distribution or sale of produce to local retailers;
- (c) in a safe and fair manner in a way that enhances neighbourhoods; and
- (d) 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 15<sup>th</sup> of any given year.
  - (2) If March 15<sup>th</sup> falls on a weekend or Holiday, the application deadline shall be 4:30 pm of the next business day.
  - (3) Only applications received by the date set out in this section shall be considered for a Community Garden.
- 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, 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 location of existing property lines on the proposed Community Garden site;

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- (b) the location of existing structures and buildings on the proposed Community Garden site;
  - (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;
  - (g) the dimensions of the proposed Community Garden and the location in the proposed Community Garden where planting will occur;
  - (h) 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
  - (i) 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*.

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11. 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**

12. 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 maintain an inventory of current Community Garden sites on property owned by the Municipality; and
- (d) in any other way the Municipality decides.

**Prohibited Activities**

13. The Garden Group shall not:

- (a) distribute or sell produce grown in a Community Garden except as is specifically permitted in this *Administrative Order*, and if so permitted shall be a restricted activity subject to the terms of the Community Garden Agreement;
- (b) expand their Community Garden without first obtaining the consent of the Municipality.

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

**Delegation**

15. (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.

**Schedule**

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

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Done and passed in Council this 24<sup>th</sup> day of June, 2014.

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Mayor

\_\_\_\_\_  
Acting Municipal Clerk

I, Sherryll Murphy, Acting 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 June 24, 2014.

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Sherryll Murphy, Acting Municipal Clerk

Repealed November 22, 2022

**SCHEDULE 1**  
**RULES AND PROCEDURES FOR COMMUNITY GARDENS**  
**ON MUNICIPALLY OWNED PROPERTY**

**The following rules and procedures shall apply to all Community Gardens located on lands owned 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

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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.

**Raised Garden Beds**

12. 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.

13. 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**

14. If the Community Garden contains plots, a first come, first-served waiting list shall be created and maintained by the Garden Group.

**Soil Test**

15. The Garden Group may undertake a standard soil test to know what soil nutrients the Community Garden may be lacking.

16. 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**

17. 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.

18. All top soil 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**

19. Wolmanized or pressure treated lumber or lumber using creosote (rail ties) for cribbing



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around the Community Garden shall not be permitted.

**Gardening Equipment**

20. The use of heavy excavation equipment shall not be permitted.

21. (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 foot wear and safety equipment shall be required when operating such equipment.

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

22. A small garden shed may be permitted in or near the Community Garden providing the shed:

- (a) is no larger than eight feet by 10 feet (8 x 10);
- (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.

23. 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.

24. If the Municipality agrees with the construction or erection of a garden shed or greenhouse,

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

(b) loss of any type to the shed or greenhouse, 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.

**Compost Bins and Fences**

25. Compost bins are permitted and shall be located in a safe location and checked frequently to ensure rodents do not have access.

26. A low fence to keep out animals is permitted during the growing season if:

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- (a) the fence is approved by the Municipality prior to installation and maintained in good condition by the Community 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**

27. Waste receptacles for non-organic waste (garbage) shall be permitted in the Community Garden.

28. The Garden Group shall remove all garbage from the Community Garden immediately.

**Changes**

29. A Community Garden shall not be expanded without approval of the Municipality.

30. Any changes to the site plan require the prior written approval of the Municipality.

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

31. The Municipality or the Community Group may terminate the Community Garden Agreement, without cause, by providing ninety (90) days written notice of termination to the other party.

32. The Garden Group shall be responsible for the clean-up and any rehabilitation of the Community Garden site at the end of the project.

33. 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.

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Notice of Motion:

June 10, 2014

Approved:

June 24, 2014

Repealed November 22, 2022