

Staff Report

Report To: Community Services Committee
Report From: Adam Parsons, Manager of Parks and Open Space
Meeting Date: July 7, 2021
Report Code: CS-21-087
Subject: Stobbe Park - Draft Agreement and Next Steps

Recommendations:

THAT in consideration of Staff Report CS-21-087 respecting a draft agreement for a Community Garden at Stobbe Park, the Community Services Committee recommends that City Council direct staff to bring forward a by-law to execute an agreement for a community garden at Stobbe Park.

Highlights:

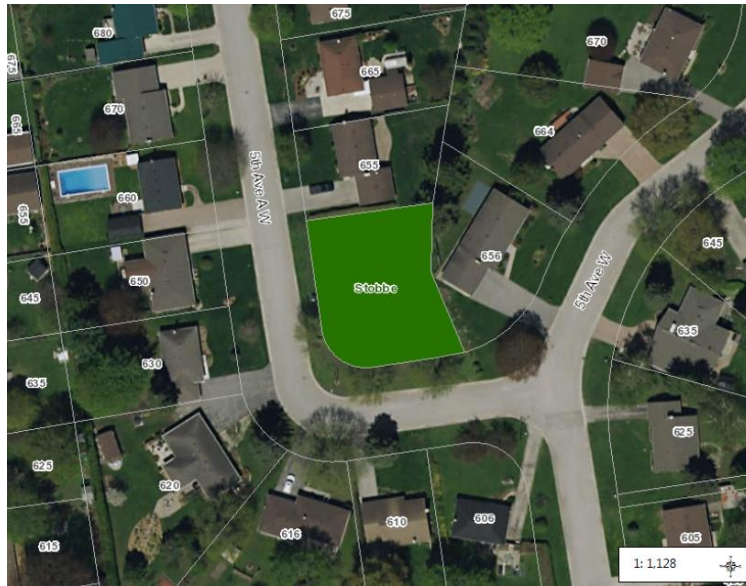
- Community gardens are consistent with the policy direction of the Provincial Policy Statement (PPS), and are supported by the City's Official Plan.
- The City approved a Community Gardens Policy in 2011. Stobbe Park is an identified location for a community garden in the policy.
- The City has three existing agreements for community garden locations throughout the City.
- The City received a request from a Community Garden Collective to establish a community garden in a small area (approximately 1/3) of Stobbe Park.
- As Part of the City's process, the surrounding neighbours were provided notice of the proposal and were given an opportunity to provide comments. In addition, a survey was used to obtain feedback.
- The public input was summarized in a report considered in March 2021.

- Community Services Committee had requested that the report be postponed and that a draft agreement be prepared for consideration by Committee.

Strategic Plan Alignment:

[Strategic Plan](#) Priority: Service Excellence - KR1 - Further develop a culture of learning, development, well-being and embrace new approaches to service provision

Background:



On January 6, 2020, Mr. Jake Bates contacted the City with a request that a community garden be established at Stobbe Park, located between 655 5th Avenue 'A' West and 656 5th Avenue 'A' West.

Previous Reports

Since the initial meeting and request by the Stobbe Park Community Garden Collective to establish a Community Garden at Stobbe Park, staff have delivered three previous reports:

- [CS-20-020 - Stobbe Park Community Garden Request - Process for Evaluation and Neighbourhood Consultation](#)

This report outlined the request and how the City would consider it within the existing policy context.

- [CS-20-120 - Stobbe Park Community Garden Request and Transition of Use](#)

This report examined the existing process for evaluating a community garden request and modified it from an 8-step process to a 4-step process given that the Community Gardens Policy identified Stobbe Park as a location.

- [CS-21-026 - Proposed Stobbe Park Community Garden Public Input and Next Steps](#)

This report examined the public input received with respect to the request to establish a community garden at Stobbe Park, and how the Stobbe Park Community Garden Collective and the City could mitigate the concerns that were identified through the public engagement process through the approval of a garden layout and agreement.

The Community Services Committee considered report [CS-21-026 - Proposed Stobbe Park Community Garden Public Input and Next Steps](#).

Committee moved the following recommendation following the report:

CS-210317-004

Moved by Councillor Thomas

"THAT in consideration of Staff Report CS-21-026 respecting the Proposed Stobbe Park Community Garden Public Input and Next Steps, the Community Services Committee recommends that City Council:

1. Postpone the report; and
2. Direct staff to bring forward a draft agreement to the Community Services Committee at a future meeting."

Carried

Purpose of this Report

The purpose of this report is to:

1. Provide a draft agreement for the establishment of a Community Garden at Stobbe Park; and
2. Seek direction with respect to executing an agreement by by-law between the Stobbe Park Community Garden Collective and the City for the establishment of a community garden at Stobbe Park.

Analysis:

Draft Agreement

A draft agreement is attached to this report for consideration. The draft agreement is structured to address and mitigate the comments received and outlined in report CS-21-026.

Key Points of the Draft Agreement

- The agreement proposes a 3-year term, aligned with the City's Community Gardens Policy, commencing in 2022.
- The agreement assigns responsibilities to the Collective and the City including apportionment of certain costs.
- The agreement stipulates that the Collective and the City will endeavour to design a compost system that minimizes the release of odours that negatively impact adjacent private lands, and resists intrusion by pests. The photo below is an example of an enclosed three bin system that meets these criteria.



- The Agreement provides for the City to retain the right to access and inspect the gardens at any time, and that the City will continue to maintain Stobbe Park outside of the garden footprint, as it remains a public park.
- The Agreement provides for the use of approximately one-third of the park area to be used for the Community Garden with the remaining area for public use;
- The Agreement provides for an annual review to ensure the site and the Community Garden Collective are meeting their obligations.
- The Agreement provides for the City to unilaterally terminate the agreement if the Community Garden is not abiding by the spirit and intent of the draft agreement.

Visit an Established Community Garden

Through the public input process, community members voiced concerns over some aspects of operating a Community Garden:

1. Compost;
2. Pest Management; and
3. Access;

Strategies for mitigating each of these items are ingrained in the draft agreement. Respondents who voiced concerns may benefit from observing a Community Garden operating in the community proximate to private residences.

In consultation with the Food Forest, operated at St. George's Park under agreement with the Canadian Mental Health Association, the operator has agreed to host tours of the Food Forest to demonstrate the successful strategies employed at St. George's Park for mitigating the concerns we heard from the community related to the establishment of a Community Garden at Stobbe Park.

Residents around Stobbe Park could be sent a notice with an invitation to visit the CMHA Food Forest at St. George's Park.

Options for Consideration

There are two options for consideration. Staff are recommending Option 1.

Option 1

Approve a community garden at Stobbe Park.

This option would:

- Bring forward a by-law to authorize the Mayor and Clerk to execute a license agreement for a community garden at Stobbe Park beginning in 2022.
- Permit the applicant to look for sponsorship or grant funding to support the requested capital.
- Authorize staff to support the Stobbe Park Community Garden Collective with grant applications by acting as a sponsor.
- Permit the establishment of a ground planted community garden including in kind support by the City to strip sod and turn soil to prepare the ground for planting.
- Pending the ratification of a license agreement by by-law, this option permits the City's water distribution division to install a water line and yard hydrant for the purpose of a community garden at a cost of \$5,500. The water consumed would be in kind. The Community Gardens Policy states that City Council will endeavour to allocate a portion of its budget to the Community Services Department, Parks Division to support the establishment of community garden projects.

The draft agreement provides for in-kind services from Option 1 in report [CS-21-026](#). Additional funding for materials detailed in that report are to be funded by the Stobbe Park Community Garden Collective through fundraising and grant applications.

Option 2

Denies the request by the Stobbe Park Community Garden Collective.

This option would halt the process and no community garden would be established at Stobbe Park with respect to the request before Committee and Council.

The Community Gardens Policy could be updated to remove Stobbe Park as a suggested suitable location if this option is selected.

Financial Impact: There is no cost associated with Option 2.

Financial Implications:

The financial implications of Option 1 are installing a water line and yard hydrant for the purpose of watering a community garden at a cost of \$5,500 in-kind for materials, equipment, and staff support.

There is no cost associated with Option 2.

Communication Strategy:

This report and previous staff reports are available on the [City's website](#).

A video detailing the proposed site plan for the potential Stobbe Park Community Garden is available on the [City's YouTube channel](#).

Interested parties who registered for updates via the public input process have been notified of this report.

If Committee supports Option 1, neighbours of Stobbe Park would be invited to attend the CMHA Food Forest at St. George's Park.

Consultation:

Stobbe Park Community Garden Collective

Pam Coulter, Director of Community Services

Attachments:

Draft Stobbe Park Community Garden Agreement

Recommended by:

Adam Parsons, Manger of Parks and Open Space

Reviewed by:

Pam Coulter, Director of Community Services

Submission approved by:

Tim Simmonds, City Manager

For more information on this report, please contact Adam Parsons, Manager of Parks and Open Space at aparsons@owensound.ca or 519-376-4440 ext. 1221.

THIS LICENSE AGREEMENT made this day of , 2021.

BETWEEN:

The Corporation of the City of Owen Sound

(hereinafter called the "City")

and

The Stobbe Park Community Garden Collective

(hereinafter called the "THE COLLECTIVE")

WHEREAS the City's Strategic Plan states that the City should leverage partnerships to improve or maintain delivery of targeted services without increasing the tax levy;

AND WHEREAS the City has an approved Community Gardens Policy that recognizes the benefits and supports the creation of Community Gardens within the community;

AND WHEREAS the City and The Collective have identified the benefits of the "Community Gardens" program to the community, by making worthwhile use of City owned lands at Stobbe Park and developing a valuable partnership and the opportunity to work together;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise, and agree with each other as follows:

1. APPROVED LOCATIONS, PROJECTS & TERM

- 1.1 The City agrees to provide the use of a portion of Stobbe Park for the purpose of a community garden. The approved footprint of a community garden site is attached as Schedule A.
- 1.2 City staff will review the success of the Community Garden after the first planting season.
- 1.3 In accordance with Schedule A, attached to and forming part of this Agreement for the purpose of establishing and maintaining a community garden for a three (3) year term commencing April 1, 2022 and terminating October 31, 2025, to be reviewed annually prior to December 31st of the current year. During the term of the Agreement, the use of the land for community garden purposes is from May 1 to October 31, inclusive each year.
- 1.4 Prior to October 31, 2025 the City shall advise THE COLLECTIVE in writing whether the City wishes, in its sole discretion, to enter into negotiations to extend the Agreement beyond October 31, 2025.

2. Assignment

- 2.1 The premises and privileges hereby granted shall not be assigned, transferred, or sublet by THE COLLECTIVE without prior written consent of the City, which consent may be withheld where the City determines in its sole discretion that the potential assignee is not able to meet the responsibilities contained herein.

3. Conditions of Use

The City agrees:

- 3.1 To support the Stobbe Park Community Garden program in accordance with the approved Community Garden Policy attached as Schedule D and forming part of this Agreement.
- 3.2 Staff would monitor and track input and concerns over the course of the season and address them prior to year 2.
- 3.3 Prepare the footprint of the gardens by removing the sod in the approved area and placing wood chips derived as byproduct from the City's forestry program.
- 3.4 Install a water service and lockable yard hydrant for the purpose of watering the Community Garden.
- 3.5 Water consumed for the purpose of the Community Garden will be delivered at no charge to THE COLLECTIVE.
- 3.6 The City retains the right to access and inspect the garden at any time without prior notice.
- 3.7 The City will continue to maintain Stobbe Park outside the garden footprint.

THE COLLECTIVE agrees:

- 3.8 To ensure structures located on the site shall conform to the City's Zoning By-law and that all permits, including but not limited to building permits, are obtained if required.
- 3.9 To operate a community garden in accordance with the Community Garden Policy, attached as Schedule D and forming part of this Agreement, as well as other City By-laws and policies at the location approved and specified in Schedule A, and to maintain such garden to a level acceptable to the City including planting, weeding, and watering of the garden beds.
- 3.10 To remove all plant materials, at the end of the growing season and to leave the site in a clean and tidy condition.
- 3.11 To install signage at the garden site explaining the Community Gardens program. The signs and installation locations must be approved by the Manager of Parks and Open Space or designate.
- 3.12 Any compost activity shall be done in closed containers designed for composting.
- 3.13 THE COLLECTIVE and the City will endeavour to design a compost system that minimizes the release of odours that negatively impact adjacent private lands.
- 3.14 THE COLLECTIVE and the City will endeavour to design a compost system that resists intrusion by common pests.

4. Alterations

- 4.1 THE COLLECTIVE shall not make any alterations to the land or buildings described in Schedule A except with the prior written approval of the City. All necessary permits and approvals will be obtained by THE COLLECTIVE prior to commencing any work.
- 4.2 The City and THE COLLECTIVE will work together during the term of this Agreement to pursue grant monies to improve the community garden.

5. TERMINATION:

- 5.1 At the end of the three (3) year term or upon providing two (2) months' notice in writing to the City or THE COLLECTIVE of its intention to do so, either party may terminate this Agreement for just and reasonable cause.
- 5.2 Prior to the expiry of the said two (2) months, THE COLLECTIVE shall remove any and all of its possessions and supplies as well as any capital works from the premises and shall leave the same in a clean and tidy condition. Should THE COLLECTIVE fail to comply, the City shall have the right not only to remove THE COLLECTIVE'S possessions and collect the cost of doing so from THE COLLECTIVE, but the City shall also have the right to require THE COLLECTIVE to remove such possessions. If THE COLLECTIVE fails to do so, the City shall be allowed to sell these items and apply the cost towards the removal and any storage costs, without any claims by THE COLLECTIVE.
- 5.3 Any monies owed by THE COLLECTIVE to the City after termination of this Agreement shall be paid by THE COLLECTIVE to the City forthwith after receipt by THE COLLECTIVE of the notice of termination.

6. LIABILITY:

- 6.1 The City shall not be responsible for any loss or damage to any items belonging to THE COLLECTIVE, its employees or contractors engaged by it that are kept, used, or sold at the premises by THE COLLECTIVE.
- 6.2 Notwithstanding the terms of this Agreement, it is hereby agreed that the City shall not be liable for any injury, death, or damage, either to persons or property, loss of revenue, costs or expenses sustained by THE COLLECTIVE, its employees, agents, patrons, servants, volunteers or any other person associated with THE COLLECTIVE where said injury, death or damage results from anything out of repair, or said person or property being damaged or destroyed by fire, accident or caused by the bursting or leaking of any pipes, labour disputes, electrical failures, or from any other cause beyond the control of the City. The City shall not be liable for and THE COLLECTIVE hereby releases the City for any injury, death or damage to or loss or theft of the property of THE COLLECTIVE or its employees, servants, agents, patrons or volunteers associated with THE COLLECTIVE or other persons, and THE COLLECTIVE releases the City, and its officers, agents, employees, or representatives from all said damages unless caused in-advertently or through negligence by the City, or its servants, agents, or employees
- 6.3 The Collective shall maintain liability insurance in the amount of \$2 million dollars, such policy to include the City as a named insured.

IN WITNESS WHEREOF the properly authorized officers of The Corporation of the City of Owen Sound and The Collective have signed this Agreement as of the day and year set out above.

Signature page follows.

The Corporation of the City of Owen Sound

Mayor Ian C. Boddy

Briana M. Bloomfield, City Clerk

We have the authority to bind the Corporation

Stobbe Park Community Garden Collective

Witness

Jake Bates

Witness

Jim Pearson

DRAFT

SCHEDULE A

Approved Stobbe Community Garden Layout



Schedule A



DRAFT

SCHEDULE B

Approved Projects

1. Construction of nine (9) raised garden beds, constructed of un-treated white cedar 4.8m long, 1.2m wide, 0.6m high.
2. A board fence enclosure or suitable approved alternative surrounding the compost area for the purpose of creating a visual screen of the compost containers.
3. A tool shed, no larger than 9.29 square meters. The shed would be placed on a prepared base and patio stones.

DRAFT

SCHEDULE C

CONDITIONS OF APPROVAL

1. Vehicular Access:

- a) There will be no vehicle access in Stobbe Park.

2. Maintenance:

The Collective will:

- a) Be responsible for all of the approved projects.
- b) Be responsible for garden maintenance and weeding throughout the gardening season.
- c) Ensure that the garden area is kept tidy and free from visible refuse or gardening by-products and discarded plant material, soils, tools, and equipment.
- d) Be responsible for grounds maintenance within the garden footprint in Schedule A of this Agreement.

The City Will:

- a) Prepare the garden footprint by removing the sod and placing wood chips.
- b) Install a lockable yard hydrant and water service for the purpose of watering the Community Garden.
- c) Provide water consumed for the purpose of the Community Garden at no charge to The Collective.
- d) The City retains the right to access and inspect the garden at any time without notice.

3. Accessibility:

- a) Plans for future phases will be presented to the Community Services Committee.
- b) Where required, projects may require review by the City's Accessibility Advisory Committee prior to approval.

4. Additional Approvals:

- a) THE COLLECTIVE will be responsible for providing the necessary information to Grey Sauble Conservation Authority (GSCA) to determine whether a permit is required in accordance with O.Reg. 151/06 and THE COLLECTIVE is responsible for obtaining any and all permits as required.
- b) City staff will provide GSCA with any necessary documentation to support this as a City project.
- c) THE COLLECTIVE will be responsible for obtaining any and all building permits required by the approved projects in accordance with the Ontario Building Code.

Schedule D

Community Gardens Policy

STRATEGIC INITIATIVE:

- The City should identify itself as the hub for agricultural based businesses and market its agricultural assets and opportunities.
- The City should be governed by the principles of sustainable development and planned growth in retaining long-term lifestyle and economic opportunities.
- The City should give a high priority to the implementation of plans and policies aimed at enhancing and revitalizing the City's Downtown Core and Waterfront.
- The City should ensure that its planning documents are updated to reflect good planning policies.
- The City should encourage public / private partnerships to achieve the City's planning and development objectives.
- The City should promote the objectives of 'Healthy Communities' through program and facility development.
- The City should play an advocacy role in identifying and promoting health needs in the community.

BACKGROUND

Municipalities are increasingly investigating aspects of urban agriculture, such as community gardening, in order to pursue 'healthy community' goals and to establish local food strategies. These local food strategies examine a region's outlook as it applies to the capability of the area to procure and produce enough food to fulfill the population's requirements.

Community gardens transform passively-used green space into productive garden plots. Community garden projects rely on community volunteers, who plant, tend, and harvest different types of fruit, vegetable and flower crops each season. These projects are often the result of partnerships between community members, municipal governments, and private stakeholders. The produce garnered from a community garden project can be sold through local food markets (e.g., Farmers' or 100-Mile Markets), donated to local food banks or charitable meal programs, and/or shared among the participant gardeners.

Community garden projects provide the opportunity for numerous community and individual gains, including (but not limited to):

- Mental and physical health promotion through the activity of food production;
- The opportunity for social engagement with family, neighbours and fellow gardeners;
- Contribution to the creation of a sustainable local food economy;
- Development of important food production and gardening skills;
- The opportunity to re-establish the community's understanding of the importance of agriculture and local food systems; and
- Contribution to civic enrichment and beautification.

POLICY OBJECTIVE

The purpose of this policy is:

- i) To initiate steps toward a food sovereignty strategy for the City of Owen Sound;
- ii) To provide every citizen the opportunity to access healthy food and a healthy lifestyle;

- iii) To promote the tenets of a healthy community;
- iv) To establish the City's willingness to support and enter into community partnerships for food procurement; and
- v) To guide the placement and operation of community gardens on City-owned lands.

DEFINITIONS

'Community Garden Collective' means all gardeners who contribute to the productive operation of their respective community garden. Reference to the 'Collective' includes the 'Executive'.

'Community Garden Executive' means a group of 2 or more individuals who agree to represent and administer the operations of the community garden project.

'Community Garden' means any planter, bed (raised or otherwise), or piece of land that is used to produce flowers, fruits, and/or vegetables as a community, neighbourhood or group initiative.

POLICIES

1. PROMOTING HEALTH & PARTNERSHIPS:

- 1.1 Community gardens are encouraged to establish distribution partnerships with local food markets (e.g., Farmers' or 100-Mile Markets) and local food banks or charitable meal programs.
- 1.2 Use of herbicides and pesticides in community gardens shall be regulated in accordance with provincial legislation.
- 1.3 Participation in any community garden project must be peaceful, cooperative and inclusive.
- 1.4 Community gardens shall be used as a tool to beautify and enrich the City's visual landscape.
- 1.5 Community organizations, such as Community Living, Safe 'n Sound, the Children's Aid Society, and the Canadian Mental Health Association, are encouraged to participate in community garden initiatives.
- 1.6 Community Garden Collectives shall foster inter-generational interaction. Children and youth of all ages shall be permitted and encouraged to participate in community garden projects. Community Garden Collectives are encouraged to set aside plots for exclusive use by children.
- 1.7 Community gardens are encouraged to enter into partnerships with local schools, businesses, and other enterprises to help realize community garden project goals. This includes assistance with garden infrastructure, administration and maintenance.

2. LOCATING COMMUNITY GARDENS:

- 2.1 Community gardens may be located on City-owned lands indicated on Schedule 'A' attached hereto.
- 2.2 Notwithstanding Clause 2.1, if a person/group wishes to locate a community garden on City-owned lands not specified in Schedule 'A', the proponent may submit a written request to the Community Services Department for consideration by the Community Planning & Heritage Advisory Committee.
- 2.3 Private landowners, including schools, churches, and other community groups are encouraged to initiate community garden projects.
- 2.4 Private lands may be used for community gardens, subject to the land owner's explicit authorization and cooperation with the community garden executive.
- 2.5 No community garden shall be placed on lands zoned 'Hazard' (ZH) in the City's Zoning By-law; otherwise, zoning shall not limit the placement of a community garden.

- 2.6 No community garden shall be placed on any site that is known or suspected to have contaminated soils.
 - 2.6.1 In accordance with O. Reg. 153/04 of the Environmental Protection Act, only lands where the current or last known use was residential, parkland, or agricultural will be considered for a community garden site on City-owned or managed lands.
- 2.7 Where possible, community gardens should be located on lands in close proximity to the City's trails or public transit systems for increased pedestrian access.
- 2.8 All community gardens shall be considered for integration into new and existing City Walking Tours.
- 2.9 All community gardens shall be located such that easy access by pedestrians, cyclists, and persons with disabilities is facilitated.
- 2.10 Where possible, community gardens should be located with priority on lands within walking distance (400-800 meters) to areas with higher proportions of affordable and social housing units.

3. OPERATIONS & AMENITIES:

- 3.1 Each community garden shall operate under the supervision of a planning committee or 'Community Garden Executive', as defined in this policy.
- 3.2 The Community Garden Executive shall operate transparently and cooperatively with the community garden collective, other groups, and members of the community as a whole. A Community Garden Executive may include an existing organization.
- 3.3 The Community Garden Collective shall act responsibly and democratically, and are encouraged to establish and operate under rules, which govern the fair and inclusive operation and administration of the Collective.
- 3.4 Community garden projects located on City owned lands must be not-for-profit operations.
- 3.5 Subject to approval from the City, the Collective may place small compost receptacles and water barrels on the garden site.
- 3.6 Subject to approval by the City, the Collective may fence the garden area.

4. THE CITY'S ROLE:

- 4.1 That City Council will endeavour to allocate a portion of its budget to the Community Services Department, Parks Division to support the establishment of community garden projects. The funds allocated will be used by the Community Services Department to cover applicable direct and indirect costs in kind:
 - 4.1.1 DIRECT: Prepare the community garden in the first year by removing the grass and turning the soil in the allocated garden location.
 - 4.1.2 INDIRECT: administration and management of the City's Community Garden Program, and coordination costs relating to the license agreement.
- 4.2 The City shall encourage and nurture its relationship with community gardeners.
- 4.3 The City will dedicate a new webpage(s) of the City's Website to encourage, promote, and administer the network of community gardens within the City.

- 4.3.1 The community gardens webpage(s) will be a primary hub that connects stakeholders of all types.
- 4.3.2 The City shall create a public register of all community gardens – the 'Community Garden Register' – in order to provide a central reference point for members of the community to encourage participation in community garden projects.
- 4.3.3 The City will maintain a current list of City lands available for community garden projects. This list shall be updated and posted on the City's Website each spring.
- 4.4 Other than regular lawn care and waste management, the City shall not be responsible for maintenance of community gardens beyond the initial tilling of the soil in year one of the project's operation.
- 4.5 The City shall not be held liable or responsible for any damage or losses to produce, materials, or the garden itself.
- 4.6 The City's in-kind contributions (as noted in Section 4.1) and promotion of any community garden project is subject to funding availability from year-to-year.

5. THE LICENSE AGREEMENT:

- 5.1 All community garden projects located in City-owned or managed lands must enter into a license agreement with the City.
- 5.2 A standard term of a license agreement is to be three (3) years, with an option to renew.
- 5.3 The purpose of the license agreement is twofold:
 - 5.3.1 To outline the specific details of operation, management, administration, and maintenance of a community garden project; and
 - 5.3.2 To outline the responsibilities of each stakeholder to one another.
- 5.4 The members and contact information of the Community Garden Executive will be specified in the license agreement.
- 5.5 The license agreement must contain the details of the Public Liability Insurance obtained by the Community Garden Executive indemnifying the property owner and/or the City against any loss or injury of persons or property. All details regarding insurance will be examined on a case-by-case basis by the City in collaboration with the Executive.
- 5.6 Where community gardens are placed on private lands and the City's participation is requested/required, license agreements are required in accordance with the provisions of this Section 5. The cost of the license agreement shall be borne by the land owner and/or the Community Garden Executive.

At the end of a group's license agreement term, that same group shall have the right of first refusal to enter into a subsequent agreement with the City for use of the same community garden. Prior to the end of the agreement, the Executive shall submit written request to the Community Services Department if it wishes.