

Authority: Executive Committee Item 26.21,
adopted as amended, by City of Toronto Council on December 1, 2 and 3, 2008
Enacted by Council: December 3, 2008

CITY OF TORONTO

BY-LAW No. 1312-2008

To adopt a new Municipal Code Chapter 738, Street Food, Healthier.

WHEREAS the Provincial government, effective August 1, 2007, enacted amendments to Ontario Regulation 562 under the *Health Protection and Promotion Act*, to permit a greater variety of foods to be prepared and sold from street vending carts, subject to the approval of the Medical Officer of Health and such restrictions as municipalities may impose through a licensing and permit scheme; and

WHEREAS City Council is of the opinion that the change to the regulation provides an opportunity for consumers to purchase a greater variety of culturally diverse, wholesome and nutritious foods from street vendors, and therefore wishes to undertake a pilot program for that purpose; and

WHEREAS City Council may pass by-laws in respect of business licensing, consumer protection and the health, safety and well-being, and protection of persons and property; and

WHEREAS the *City of Toronto Act, 2006* further provides that such by-laws may provide for a system of permits or licenses and differentiate on any basis and in any way the City considers appropriate;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The Municipal Code of The City of Toronto is amended by adding the new municipal code chapter attached as Schedule "A" to this by-law.

ENACTED AND PASSED this 3rd day of December, A.D. 2008.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE “A”

Chapter 738

STREET FOOD, HEALTHIER

Article I
Interpretation

§ 738-1. Definitions.

APPEALS COMMITTEE — The street food vending pilot Appeals Committee for the City or such other body as may be delegated the responsibilities under this chapter.

BUSINESS LICENCE — A licence issued under Municipal Code Chapter 545, Licensing, as that chapter may be amended or replaced from time to time.

CART — A pushcart or other portable display unit approved for the purpose of vending which would be considered to be a street food vending cart as defined under Ontario Regulation 562 under the *Health Protection and Promotion Act*.

DESIGNATED VENDING LOCATION — The location or area which is designated under this chapter or another City by-law for the purpose of vending by a permit holder under Article II.

ENDORSEMENT HOLDER — A person who has been issued an endorsement under Article II.

EXECUTIVE DIRECTOR — The Executive Director of the Municipal Licensing & Standards Division for the City of Toronto or his or her delegate, or any person acting under his or her authority.

HEALTHIER FOODS — Subject to the approval of the Medical Officer of Health, foods which:

- (1) emphasize vegetables and fruits;
- (2) offer whole grain choices;
- (3) offer lower-fat milk and alternatives;
- (4) offer leaner meat and meat alternatives;
- (5) are low in saturated and trans fats;
- (6) are prepared using healthy and lower-fat cooking methods;
- (7) limit use of butter, hard margarine, lard and shortening; and
- (8) limit the amount of added fat, sugar and salt used in food preparation.

LICENSEE — A person who enters into a license agreement with the City under Article III of this chapter.

MEDICAL OFFICER OF HEALTH — The medical officer of health for the City of Toronto Health Unit or his or her delegate, or any person acting under his or her authority.

ORIGINAL PERMIT — A permit issued under a City by-law to a person referred to under Article II which allows the person to vend hot dogs and sausages from a cart in a designated location on City property, and does not include a business licence as defined in this chapter.

PUBLIC HIGHWAY — A highway as defined in subsection 3(1) of the *City of Toronto Act, 2006*.

TORONTO A LA CART LOCATION — A location designated for the sale of healthier foods under Article III of this chapter.

VEND — To sell or offer to sell by retail or to prepare, display, place or expose for the purposes of sale by retail any foodstuffs, and "vending" shall have a corresponding meaning.

§ 738-2. General vending restriction.

- A. No person shall at any time in, over or upon the public highway or other City property, vend or otherwise stop, park, place, store, stand or leave any cart on the public highway or other City property, including in a Toronto a la Cart location, for the purposes of vending other than vending healthier foods as permitted under this chapter.
- B. For greater certainty, Subsection A shall not prohibit the sale of foodstuffs where specifically authorized under a permit or business licence issued under another by-law of the City.

Article II

Healthier Food Endorsements

§ 738-3. Healthier food endorsements.

- A. (1) Despite any other City by-law, persons currently holding a valid original permit may apply under this chapter for an endorsement to permit the sale of healthier foods from the permitted cart on the terms and conditions as set out in the original permit, except as modified by this chapter.
- (2) The original permit referred to in Subsection A(1) shall be considered valid if it is in good standing with no outstanding violations of a City by-law, and the issuance of an endorsement under this Article shall not be considered to be proof of compliance with other City by-laws under the original permit.

- B. The following process shall be applicable to endorsement applications:
- (1) The applicant shall confirm that all vending under the endorsement shall take place only from a designated vending location as approved by the City.
 - (2) Application and issuance fees.
 - (a) The applicant shall pay to the City an initial non-refundable application fee (plus GST) as set out in Chapter 441, Fees and Charges.
 - (b) In the event that the endorsement is approved for issuance, the applicant shall then be required to pay an endorsement fee (plus GST) in the amount as set out in Chapter 441, Fees and Charges.
- C. The applicant shall complete and submit an application for the endorsement in the form and by the date required by the Medical Officer of Health, detailing the following:
- (1) The name and address of the applicant.
 - (2) Proof that the applicant holds a valid business licence for the sale of hot dogs or sausages, in good standing, issued by the City for the cart, and has successfully completed the Certified Food Handler course.
 - (3) A detailed description of the food items currently sold from the cart, and the additional healthier food items proposed to be sold, provided that the proposed items shall only include the following:
 - (a) Pre-packaged cut fruits and vegetables using only pre-packaged dips not requiring refrigeration;
 - (b) Whole fruits and vegetables, including corn on the cob;
 - (c) Pre-packaged fruit salad;
 - (d) Bagels with individual serving containers of butter, margarine, peanut butter or jam;
 - (e) Pre-packaged nuts and seeds;
 - (f) Pretzels;
 - (g) Pre-packaged salads containing only vegetables and/or fruits with all dressings to be pre-packaged and not requiring refrigeration;
 - (h) Pre-packaged tabbouleh salad and pita bread;
 - (i) Soups;

- (j) Pre-cooked veggie burgers; and
 - (k) Coffees and teas.
- (4) An applicant shall not vend, or propose to vend, any foods under the endorsement other than those permitted under Subsection C(3) which do not conflict with restaurants any part of which are located within 25 metres of the designated location, and the City reserves the right to request changes to a proposed menu based upon location so as to avoid conflict with adjacent restaurants located within 25 metres of the designated location and ensure that a varied range of healthier foods will be provided to the public under the endorsement program.
- (5) A detailed drawing, including dimensions, of the cart, including waste receptacles, food storage areas and hot/cold water, heating, cooling or other equipment associated with the cart as may be required by the Medical Officer of Health for the purposes of the preparation and sale of the proposed healthier food items.
- (6) A certificate from the Medical Officer of Health indicating that the cart from which proposed healthier food is to be sold complies with the *Health Protection and Promotion Act* and the regulations made under that Act.
- (7) Agreement by the applicant that the applicant shall post compliance signage as required by the City and participate as requested in any information-gathering process under § 738-6.
- (8) Where the cart is proposed to be equipped with a propane heater for heating food, the applicant shall undertake to provide prior to the issuance of the endorsement:
- (a) A report from the holder of a certificate evidencing compliance with Ontario Regulation 211/01 (Propane Storage and Handling) and Ontario Regulation 212/01 (Gaseous Fuels), both made under the *Technical Standards and Safety Act*, as amended or replaced from time to time.
 - (b) Evidence satisfactory to the Medical Officer of Health respecting completion of a training course in the use of propane by the applicant and by all persons intended to be vending from the cart.
- (9) A detailed description of the current designated location and a description of the food items sold by any adjacent restaurants any part of which are located within 25 metres of the current designated location.

§ 738-4. Administration of Program.

- A. The authority to make final decisions with respect to the following matters is delegated to the Medical Officer of Health for the 1-year term of the pilot program:
- (1) Where the Medical Officer of Health determines that the application as received does not comply with this Article, the Medical Officer of Health shall, in writing, notify the applicant, specifying in what manner the application does not comply and, where the application cannot in the opinion of the Medical Officer of Health be brought into compliance within thirty (30) days of the date of notification, the application may be refused and the decision of the Medical Officer of Health shall be final.
 - (2) Where an endorsement has, subject to Subsection C, been approved for issuance, the Medical Officer of Health shall notify the applicant in writing and the applicant shall provide the Medical Officer of Health with a certificate evidencing compliance with the insurance requirements for the original permit.
 - (3) In the event that the number of eligible applications received exceeds the maximum permitted under Subsection A, the Medical Officer of Health may institute a process to select eligible applicants by lottery.
 - (4) In the event that there are not sufficient applications received in each geographic area to constitute the correct proportion of eligible vendors under Subsection 738-5B, additional endorsements may, at the discretion of the Medical Officer of Health, be issued in other areas of the City.
- B. The Medical Officer of Health shall have the authority to make adjustments as may be required during the pilot program and shall report to Council on any adjustments made as part of any report on the results of the 1-year pilot program.

§ 738-5. Restriction on number of endorsements.

The number of endorsements which may be issued shall be limited as follows:

- A. The number of endorsements issued shall not exceed 15.
- B. The total number of endorsements shall, where sufficient applications are received, be distributed across the area of the City in proportion to the total number of eligible permitted vendors in each geographic area of the former municipalities of Toronto, Etobicoke, York, East York, North York and Scarborough.
- C. No person shall, either directly or indirectly, including through a partnership or the ownership or control of a corporation, be entitled to be issued more than one endorsement under this chapter.

§ 738-6. Reporting requirement.

All endorsement holders shall, upon expiry of the term of the endorsement, participate in information-gathering sessions or provide information as requested by the City respecting consumer response and issues associated with healthier food vending.

§ 738-7. Validity of endorsements.

An endorsement issued under this Article shall, unless suspended or revoked under this chapter, be valid for the period of one calendar year from the date of issuance.

§ 738-8. Suspension and revocation.

- A. No person shall vend or permit the vending of any food items other than those permitted under the original permit or the endorsement from the cart as approved under this chapter on the terms and conditions as set out in the original permit for the cart, except as modified by this chapter, and including the following:
- (1) The endorsement holder shall ensure that the Medical Officer of Health has, at all times during the term of the endorsement, certified copies of insurance certificates as required maintain the insurance required under the terms of the original permit;
 - (2) The endorsement holder shall display the endorsement in a manner so that it is clearly visible on the cart;
 - (3) Vending under the endorsement shall be done only from the approved cart in the designated vending location;
 - (4) The endorsement holder shall maintain the designated vending location and the adjacent pavement, sidewalk and boulevard in a clean and sanitary condition free from grease, papers, rubbish and debris, satisfactory to the City;
 - (5) The endorsement holder shall not assign or transfer the right to use the endorsement to any other person, including through a transfer of shares or other change in effective control of a corporation by any means whatsoever; and
 - (6) The endorsement holder shall ensure that any person vending from the cart provides on request to any police officer or person designated by the Executive Director or the Medical Officer of Health, sufficient valid written identification to adequately and properly identify the person.
- B. The Executive Director or the Medical Officer of Health may give the endorsement holder thirty (30) days written notice of intention to revoke the endorsement where he or she has reasonable grounds to believe that a person has operated in violation of Subsection A, and the revocation shall take effect on the date as set out in the notice unless the endorsement holder appeals the notice to the Appeals Committee. The endorsement holder shall have an opportunity to be heard prior to the Appeals Committee rendering its decision, which shall be final.

- C. In addition to any action which may be taken under any other legislation, the Executive Director or the Medical Officer of Health may under this chapter immediately suspend the use of an endorsement as constituting an immediate threat to the health and safety of any person, provided that the Executive Director or the Medical Officer of Health shall first advise the endorsement holder in writing of the reasons for the suspension and the suspension shall not last longer than fourteen (14) days, and no compensation or fee reimbursement of any kind shall be payable by the City.
- D. The Executive Director or Medical Officer of Health may, upon such conditions as he or she deem appropriate, without a hearing or the payment of compensation or fee reimbursement of any kind, suspend the endorsement for a period of up to 28 days for the following reasons:
- (1) The holding of a special event;
 - (2) The construction, maintenance or repair of City property;
 - (3) The installation, maintenance or repair of a public utility or service; and
 - (4) Pedestrian, vehicular or public safety or public health.
- E. An endorsement shall be automatically revoked in the event that the endorsement holder's business licence or the original permit expires or is revoked by the City under another City by-law.

Article III

Toronto a la Cart Program

§ 738-9. Licensing of vending locations.

- A. Despite any other City by-law, the locations listed in Appendix A to this chapter and any other locations as Council may from time to time designate under this Article on City property, including the public highway, are designated as Toronto a la Cart locations to be used exclusively for the purpose of vending healthier foods under the "Toronto a la Cart" program established under this chapter.
- B. The authority to make final decisions with respect to the issuance of a request for applications document is delegated to the Medical Officer of Health for the term of the 3-year pilot program for the operation of Toronto a la Cart locations, including determining the criteria for the selection of applicants.
- C. All applicants shall be required to pay an initial non-refundable application fee (plus GST) to recover the costs of the selection process and successful applicants shall pay the annual licence fees (plus GST) for the occupation and use of the Toronto a la Cart locations as set out in Chapter 441, Fees and Charges.

- D. Any request for applications shall include, without limitation, the following criteria for selecting applicants:
- (1) By-law regulation compliance history;
 - (2) Nutritional content and food safety risk of the proposed menu;
 - (3) Quality of food and suitability for street vending;
 - (4) Ethnic diversity of food items;
 - (5) Use of locally sustainably produced foods;
 - (6) Experience and qualifications; and
 - (7) Any other criteria as determined by the Medical Officer of Health under Subsection B.
- E. Toronto a la Cart locations will be assigned based upon the need to achieve a diversity of food in a given area and the need to ensure that there is no direct competition with any restaurant within 25 metres of the location selling similar food, provided that where more than one applicant has satisfied these criteria, the location will be assigned to the applicant with the highest evaluation scores.
- F. The authority to make final decisions with respect to the selection of successful applicants is delegated to the Medical Officer of Health for the 3-year term of the pilot program, and applicants shall be required to enter into a licence agreement with the Medical Officer of Health, on behalf of the City, upon such terms and conditions as may be required by the Medical Officer of Health, in consultation with the City Solicitor, including the following:
- (1) The licensee shall have the exclusive use of the Toronto a la Cart location as described in the agreement on the terms and conditions as set out in this chapter and the agreement, and shall not sell, place or display any object or items outside the designated location area.
 - (2) The licensee shall only use a cart purchased from the City's selected cart manufacturer.
 - (3) The licensee shall pay the annual licence fee (plus GST), subject to any adjustment which may be required for a partial term, for the use of the location as set out in the agreement.
 - (4) The term of the agreement shall be three (3) years, with no right of renewal.
 - (5) The actual cooking of raw foods which are classified as hazardous under the *Health Protection and Promotion Act* or the regulations made under that *Act*, shall not be permitted on the cart.

- (6) The licensee shall only use the location for the purpose of vending the approved healthier food menu items permitted under the agreement and for no other purpose, and shall not change, alter, add or delete items without the prior written approval of the City.
- (7) The licensee may request permission to change or alter food menu items, which may be approved by the Medical Officer of Health in his or her sole discretion.
- (8) The licensee shall indemnify and save harmless the City, its elected officials, officials, employees and agents against, from and against any expense, costs (including legal costs) action, claim, damage, or loss whatsoever arising from the use of the location by the licensee or the permit given under this Agreement, or anything undertaken or neglected to be undertaken by the licensee or an assistant in connection with the use of the location or the licence agreement.
- (9) The licensee shall ensure that the City has at all times during the term of the agreement, been provided with an original certified copy of a current certificate of commercial general liability (CGL) insurance with an insurance company and in a form satisfactory to the Deputy City Manager & Chief Financial Officer, in an amount of at least \$2,000,000 per occurrence, and “all risks” property insurance coverage on a full replacement basis, applying to the licensee’s use of the location at all times during which it is being used under the agreement.
- (10) The licensee shall ensure that the City is a named insured in the CGL insurance policy and that the insurance policy contains a cross liability and/or severability of interest clause protecting the City against any actions, causes of action, claims and demands whatsoever which may arise as a result of the agreement, and provides that the Deputy City Manager & Chief Financial Officer shall receive at least thirty (30) days prior written notice in the event of any material amendment or cancellation of the policy.
- (11) The licensee shall only use the approved cart as described in the agreement in the location and shall, at the licensee’s sole expense, ensure that the cart is maintained in good appearance and repair at all times to the satisfaction of the City.
- (12) The licensee agrees that no sponsorship identification or advertising shall be placed anywhere on the cart, without the express prior written approval of the City, and that the licensee shall otherwise only display the logos or other markings or identification required by the City to identify the cart and/or the licensee as being part of the City program.
- (13) Any licensee or assistant may be required to obtain a photo identification card indicating his or her name, together with a photograph of his or her person, and display such identification when present at the location so as to be clearly visible to the public and any police officer or other person, including City employees, engaged

in the enforcement of the agreement or any statutory requirement, rule, regulation or City by-law.

- (14) The licensee agrees that any removable sign, panels or awnings displaying logos or other markings required by the City to identify the cart as being part of the City program shall be deemed to be the property of the City and the City shall be entitled to seize or require the return of those items in the circumstances as set out in this Article.
- (15) Where the portable unit is equipped with a propane heater for heating food, the licensee agrees to operate in compliance with Ontario Regulation 211/01 (Propane Storage and Handling) and Ontario Regulation 212/01 (Gaseous Fuels), both made under the *Technical Standards and Safety Act*, as amended or replaced from time to time, respecting any heater or propane equipment utilized by the licensee.
- (16) The licensee agrees at all times to observe and comply with, and to ensure strict observance of, all statutory requirements, rules, regulations and by-laws of any municipal or other authority which in any manner affect or relate to the use of the location. The licensee shall provide evidence satisfactory to the Medical Officer of Health respecting completion of a training course in the use of propane by the applicant and by all persons intended to be vending from the cart.
- (17) The licensee shall personally operate the cart for a minimum of 70% of the hours of operation measured on a weekly basis and may not employ more than three assistants.
- (18) The licensee and any assistant engaged in selling the licensee's products from the cart in the designated location shall at all times hold a valid business licence under Chapter 545, Licensing in good standing for the sale of the items to be sold from the cart.
- (19) The licensee shall provide the City with a list of all assistants to be engaged in operating the cart, and shall advise the City of any additions or deletions to that list.
- (20) No assistants other than those on the list provided to the City shall be permitted to vend from the cart.
- (21) The licensee agrees that the cart shall not be left unattended.
- (22) The licensee agrees to, at all times and at his or her own expense, keep and maintain the designated location and any area adjacent to it in a clean, sanitary and attractive condition free from papers, rubbish and debris of all kinds, satisfactory to the City, and provide for appropriate waste disposal.
- (23) The licensee agrees to allow the City, its designates or any person authorized by a public utility, to enter the location for the purpose of installation, maintenance and

repair of any pavement, supports, pipes, cables, wires, poles or any other installation or utility.

- (24) The licensee shall be a sole proprietor and shall not in any circumstances in any manner pledge, assign, sublicense, sublet or transfer any interest in the right to use the location under the agreement to any other person, corporation, partnership or other legal entity.
- (25) The licensee shall not, either directly or indirectly, hold any interest in or derive any financial benefit from a City vending permit or the use of any other Toronto a la Cart location.
- (26) The Executive Director or the Medical Officer of Health may immediately suspend the use of the designated location as constituting an immediate threat to the health and safety of any person, provided that the Executive Director or the Medical Officer of Health shall first advise the licensee in writing of the reasons for the suspension and the suspension shall not last longer than fourteen (14) days, and no compensation or fee reimbursement of any kind shall be payable by the City.
- (27) The licensee agrees that the Executive Director or the Medical Officer of Health may, upon such conditions as he or she deem appropriate, without a hearing or the payment of compensation or fee reimbursement of any kind, suspend the licensee's right to operate under the agreement for a period of up to 28 days for the following reasons:
 - (a) The holding of a special event;
 - (b) The construction, maintenance or repair of City property;
 - (c) The installation, maintenance or repair of a public utility or service; and
 - (d) Pedestrian, vehicular or public safety or public health.
- (28) The Medical Officer of Health may, if appropriate, agree to allow the licensee to relocate the cart during the period of a suspension under Subsection F(26) or F(27) or for any other reason as defined under the agreement.

- (29) The licensee agrees that the agreement may be terminated under the following circumstances:
- (a) where the Executive Director or the Medical Officer of Health has reported that the licensee or any other person vending from the location has violated any provision of the *Health Protection and Promotion Act* and the regulations under that Act or any City by-law relating to the vending of foodstuffs at the location, and that the Licensee has not, in the sole opinion of the Executive Director or the Medical Officer of Health, sufficiently remedied the condition giving rise to the violation;
 - (b) where the licensee, or any person working for the licensee have, individually or collectively, been convicted two or more times within any twelve month period of violating, in relation to the agreement or the use by the licensee of the location, one or more of
 - [1] Propane Storage and Handling Code, being Ontario Regulation 211/01; or
 - [2] Toronto Municipal Code Chapter 545, Licensing; or
 - (c) where the licensee has breached any other material provision of the agreement and has not remedied the breach within 48 hours of receiving notice of the breach or, if the breach is of a nature which is not capable of being remedied within 48 hours, proceeds, pursuant to a continuous and diligent course of action, to remedy the breach.
- (30) In such circumstances, the Medical Officer of Health may give the licensee thirty (30) days written notice of intention to terminate the agreement, and the termination shall take effect on the date as set out in the notice unless the licensee appeals the notice to the Appeals Committee. The licensee shall have an opportunity to be heard before the Appeals Committee prior to the Appeals Committee rendering its decision, which shall be final.
- (31) The licensee agrees that if the agreement is terminated in such circumstances, that the licensee shall not be entitled to any compensation of any kind or refund of any portion of the licence fee paid by the licensee for the location.
- (32) The licensee agrees that where the licensee has received a notice of suspension, or where the agreement has been terminated by the City, the licensee shall not continue to occupy nor permit the occupation of the location, and further the licensee agrees that if the licensee does occupy or permit the occupation of the location, or neglects, refuses or fails to immediately remove the cart and all vending equipment from the location, or within any time period specified by the Executive Director or the Medical Officer of Health, the City may remove the cart from the location and may restore the location to a safe and proper condition and the costs of the removal shall be charged to the licensee under § 738-18. A certificate of the City Treasurer, which

determination shall be final, shall evidence the amount of costs payable to the City. The licensee acknowledges and agrees that the City may recover the costs from the licensee in any court of competent jurisdiction as a debt owned by the licensee to the City.

- (33) In the event that the cart and other vending equipment are removed by the City in accordance with the provisions of this Agreement, or any by-law or law, the licensee acknowledge and agrees that the City may remove and dispose of any and all perishable goods or foodstuffs contained within the cart without any further notice to the licensee. The licensee acknowledges and agrees that he or she will not be compensated in respect of such perishable goods or foodstuffs and furthermore, that the licensee shall not have any claim, action or demand whatsoever against the City, the Executive Director, the Medical Officer of Health or the agents or employees of the City in respect of the removal or the goods.
- (34) The licensee agrees, upon the termination of the agreement by the Appeals Committee or Medical Officer of Health, that the licensee shall immediately remove all City logos, trademarks, certificates or other identifying insignia from the cart and return them to the City. In the event that the licensee neglects, refuses or fails to do so within the time specified in the notice, the Medical Officer of Health shall be entitled to remove the logos, trademarks and other insignia and may charge the costs of removal to the licensee. The certificate of the Medical Officer of Health shall be final in determining the costs, and the City may recover the costs from the licensee in any court of competent jurisdiction as a debt owed to the City by the licensee.
- (35) The licensee agrees that any violation of the terms of the agreement shall be deemed to be a violation of this chapter and that the licensee, in addition to any remedies available under the agreement, may also be charged with an offence under § 738-2.
- G. Any violations of the terms and conditions of an agreement entered into under this section shall be deemed to be a violation of the provisions of this chapter.
- H. No person shall improperly accept the assignment or transfer of an agreement entered into under this section or the permission for the use of a designated location.
- I. The Medical Officer of Health shall prepare an annual report on the status of the pilot project and shall have the authority to make adjustments in the program as may be required during the pilot program, provided that any adjustments made shall be reported as part of the required annual report.

Article IV
Not-for-Profit Operation

§ 738-10. Reserved.

Article V
Street Food Pilot Appeal Committee

§ 738-11. Creation of Committee.

A Street Food Pilot Appeal Committee is constituted for the City of Toronto.

§ 738-12. Composition.

- A. The Committee shall consist of three members composed of:
- (1) The Chair of the Board of Health;
 - (2) The Chair of the Licensing and Standards Committee; and
 - (3) The Councillor for the Ward in which the subject vending location is situated.
- B. In the event that the subject vending location falls within the Ward of either the Chair of the Board of Health or the Chair of the Licensing and Standards Committee, the Vice-Chair of the respective body shall act in place of the Chair.
- C. The chair of the Board of Health shall be the chair of the Committee.

§ 738-13. Quorum.

The majority of Committee members constitute a quorum.

§ 738-14. Term of appointment.

Committee members shall serve by virtue of their positions as Chairs (until their successors are appointed) or as Councillor of the relevant Ward, provided that the term of all members of the Committee shall terminate at the end of the term of the pilot programs under Articles II and III, unless otherwise extended by Council.

§ 738-15. Delegation of responsibilities.

- A. The responsibilities of the Committee shall be solely to:
- (1) Consider staff recommendations and hear submissions by endorsement holders or licensees with respect to any appeal of a notice to revoke a healthier food endorsement under Article II or a notice to terminate a licence agreement under Article III; and
 - (2) Make final binding decisions with respect to revocation of an endorsement or termination of an agreement.

- B. The authority to make final decisions with respect to the matters in Subsection A is delegated to the Committee for the term of the pilot programs under Articles II and III.

§ 738-16. Procedures.

The Committee is a quasi-judicial body that conducts itself in accordance with the *Statutory Powers Procedure Act*.

§ 738-17. Staff support.

The City Clerk provides meeting management support to the Committee.

Article V
Enforcement

§ 738-18. Removal.

- A. Any cart, vehicle or other object which is stopped, parked, placed, stored or left on the public highway or other City property, including in a Toronto a la Cart location, in contravention of the provisions of this chapter or an agreement made under this chapter may be immediately removed and impounded by the City.
- B. Where a cart, vehicle or other object has been removed and impounded, it may be returned to the legal owner upon the payment of the City's costs of removal and storage, plus administration costs, as set out in Subsection D below.
- C. Any perishable object or refreshment in the removed cart, vehicle or other object shall become the property of the City upon removal and may be destroyed or given to a charitable institution.
- D. Despite Subsection B, the City may in the event that the cart is the subject of an agreement which has been terminated or suspended under Article III of this chapter, the City shall be entitled to remove and retain any sign, panels or awning displaying the logos or other markings required by the City to identify the cart as being part of a City program under Article III.
- E. If the cart, vehicle or other object is not claimed by the owner within sixty (60) days after its removal, it shall become the property of the City and may be destroyed or given to a charitable institution.
- F. The fees to be paid in the event of removal, storage and release by the City of a cart, vehicle or other object under this Section shall be as set out in Chapter 441, Fees and Charges, plus any applicable taxes, per object, and must be paid prior to the release of the object.

§ 738-19. Offence.

Every person who contravenes the provisions of this chapter or an agreement made pursuant to this chapter, and every director or officer of a corporation who knowingly concurs in a contravention of the provisions of this chapter by the corporation, is guilty of an offence.

APPENDIX A
TORONTO A LA CART
LOCATIONS

1.	Metro Hall Location	\$10,000
2.	Roundhouse Park Location	\$5,000
3.	Mel Lastman Square Location	\$7,500.00
4.	Nathan Phillips Square Locations (2)	\$15,000.00 per location
5.	Queen's Park Location (East Side at University)	\$7,500.00
6.	HTO Park Location	\$5,000.00
7.	Albert Campbell Square Location (Scarborough Civic Centre)	\$7,500.00
8.	On-Street Location - 1 St. Clair Avenue East (St. Clair Ave. E., south side, east of Yonge St.)	\$5,000.00
9.	On-Street Location - 901 King St. W.(King St. W., south side, east of Strachan Ave.)	\$5,000.00
10.	On-Street Location – 2263 Yonge St. (Yonge St., north side, east of Yonge St.)	\$5,000.00
11.	On-Street Location – 2687 Eglinton Ave. W. (Bicknell Ave., east side, south of Eglinton Ave. W.)	\$5,000.00
12.	On-Street Location – 3050 Lawrence Ave. E. (Lawrence Ave. E., north side, west of McCowan Road)	\$5,000.00