

## **Nominal Sublicence Agreement with Foodshare Toronto for Use of a Portion of the East Flemingdon Park Hydro Corridor as a Community Garden**

**Date:** September 5, 2025

**To:** General Government Committee

**From:** Executive Director, Corporate Real Estate Management

**Wards:** 16 – Don Valley East

### **SUMMARY**

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The purpose of this report is to seek Council authority to enter into a nominal sublicence agreement (the "Sublicence Agreement") with the sublicensee, FoodShare Toronto, to permit the non-exclusive use of up to approximately 0.874 acres of land within the East Flemingdon Park Hydro Corridor at 150 Grenoble Drive (the "Sublicensed Area"), in the vicinity of Don Mills Road and Eglinton Avenue East, as more particularly outlined in Appendix A of this report. The proposed Sublicence Agreement will have a five-year term, with one option to extend for an additional five years and will allow FoodShare Toronto to continue operating and potentially expand a community garden under the City's Community Engagement and Entrepreneurial Development (CEED) Gardens Program.

Since 2021, FoodShare Toronto has been using a portion of the Sublicensed Area to operate an urban farm to serve the Flemingdon Park neighbourhood in Don Valley East. FoodShare Toronto is advancing plans to expand the community gardens by approximately 0.3 acres, bringing the total Sublicensed Area to approximately 0.874 acres.

The City, as licensee, entered into a Master Licence of Land for Public Recreational Purposes with Ontario Infrastructure and Lands Corporation (OILC), as licensor, dated October 26, 2010, covering the corridor lands within the Sublicensed Area. The licence was renewed by agreement on January 17, 2017. The Master Licence Agreement includes a condition requiring the prior written consent of OILC before any sublicence may be granted. Accordingly, the proposed Sublicence Agreement will be subject to obtaining such consent. FoodShare Toronto also requires renewed approval from Hydro One Networks Inc. (HONI) for continued use of the site, as well as for the proposed expansion of the garden.

## **RECOMMENDATIONS**

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The Executive Director, Corporate Real Estate Management recommends that:

1. City Council authorize the Executive Director, Corporate Real Estate Management to enter into a sublicence agreement (the "Sublicence Agreement") with the Foodshare Toronto for the non-exclusive use of approximately 38,071 square feet (0.874 acres) of land within the East Flemington Park Hydro Corridor, as generally outlined in Appendix A, on terms and conditions set out in Appendix B to this report, and on such other or amended terms as may be acceptable to the Executive Director, Corporate Real Estate Management, in a form satisfactory to the City Solicitor.
2. City Council authorizes each of the Executive Director, Corporate Real Estate Management, and the Director, Real Estate Services, Corporate Real Estate Management individually to execute the Sublicence Agreement, and any related documents on behalf of the City.
3. City Council authorizes the Executive Director, Corporate Real Estate Management to administer and manage any historic sublicence agreements with FoodShare Toronto, including assessing any outstanding arrears, and related repayment plans and relief agreements.
4. City Council authorizes the Executive Director, Corporate Real Estate Management, their successors and designates, to administer and manage the Sublicense Agreement, including the provision of any consents, approvals, waivers, notices (including notice of termination) provided that the Executive Director, Corporate Real Estate Management may, at any time, refer consideration of such matters to City Council for direction and determination.

## **FINANCIAL IMPACT**

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The Sublicence Agreement will be provided for nominal consideration. There is no financial impact to the City. FoodShare Toronto will be responsible for all costs associated with the occupation, use, construction, installation, operation, and maintenance of the garden (as per Appendix B), as well as insurance, utility connections, and compliance with all third-party requirements, as well as a proportionate share of applicable taxes or Payments In Lieu of Taxes.

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the information as presented in the Financial Impact Section.

## **DECISION HISTORY**

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At its meeting of May 21 and 22, 2025, City Council authorized the nominal sublicence agreement with Malvern Family Resource Centre for the Finch Hydro Corridor lands in the vicinity of Morningside Avenue and McNicoll Avenue, under the Community

Engagement and Entrepreneurial Development (CEED) Gardens Pilot Program. Council also directed staff to finalize and execute the amending sublicense agreement, conditional on Hydro One Networks Inc.'s (HONI) technical approval, to allow Malvern Family Resource Centre to expand and continue operating the community garden.  
<https://secure.toronto.ca/council/agenda-item.do?item=2025.GG21.22>

At its meeting of November 13, 14, 15 and 18, 2013, City Council adopted the Toronto Agricultural Program consisting of the City-Sector Steering Committee, Working Group and 2013-2014 Work Plan. Council also provided several directions to staff related to activities to scale up Toronto's urban agriculture.  
<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2013.PE23.1>

At its meeting held on August 25, 26 and 27, 2010, City Council, pursuant to GM33.6, authorized the Master Licence Agreement, which permits certain parcels of hydro corridor land to be used by the City for recreational purposes, subject to certain conditions set out therein. Under delegated authority, the Master Licence Agreement has been amended a number of times to add additional lands, and renewed since its initial execution.  
<https://secure.toronto.ca/council/agenda-item.do?item=2010.GM33.6>

## COMMENTS

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### Background

The CEED Gardens Program was conceived in 2015 as part of the Council-approved Toronto Agricultural Program to support promotion of agricultural activities, facilitate access to land for agriculture and identify and address policy barriers to the expansion of agriculture in Toronto. The program aims to support and provide residents with opportunities to develop urban agriculture and entrepreneurial skills by growing and selling garden produce. A key objective of the program is to increase community access to nutritious food.

Social Development has led this program since its inception and continues to work closely with community partners and City Divisions, including Corporate Real Estate Management, and Parks and Recreation.

FoodShare Toronto was selected as one of two CEED garden operators. Through the CEED Program and the original sublicense agreement executed in 2019 (as documented by Delegated Authority Form No. 2019-137), FoodShare Toronto was permitted to install, operate and maintain a community garden within the sublicensed area of the East Flemingdon Park Hydro Corridor, in accordance with the terms of the CEED program. Prior to commencing, FoodShare Toronto obtained necessary consents for construction and operations of the garden from HONI. The sublicensed area is located in the Flemingdon Park neighbourhood, near the intersection of Don Mills Road and Eglinton Avenue East.

## **Flemo Farm**

The Flemington Park CEED Garden, known locally as Flemo Farm, launched in 2021, after many years of community consultations, negotiations with stakeholders, and other preparations. Flemington Park is one of Toronto's Neighbourhood Improvement Areas. Many residents face disproportionate barriers accessing food, quality jobs and suitable housing. Flemo Farm is an example of transforming underutilized outdoor space into a community-driven initiative that builds knowledge and skills, celebrates cultural diversity, improves food security for the local community and contributes to a local sustainable food system. The farm provides free growing space and farm infrastructure to community members to start micro farm businesses.

Flemo Farm began with six community farmers and one community plot, inviting local residents to learn, volunteer and connect with the land. Since then, significant infrastructure has been installed to support food growing, including a fence, water access and a drip irrigation system, a storage space, and a walk-in cooler.

Flemo Farm now hosts 11 community farmers. With FoodShare Toronto's leadership, Flemo Farm has become an important neighbourhood asset bringing residents together, improving access to hyper-local and culturally relevant food, and providing entrepreneurial development opportunities for the community. Notable achievements of Flemo Farm include:

- Growing the Flemo Farmers Market by increasing farmer and resident vendors, neighbourhood organization booths and children's activities;
- Supporting farmers with access to seeds, training workshops and materials for growing their own seedlings;
- Harvesting over 13,000 pounds of food, including 83 different crops in 2024;
- Engaging with local schools, daycares, youth programs and summer camps at the farm;
- Mentoring and providing employment opportunities for 18 youth in 2024;
- Facilitating farming workshops for community farmers and the broader community;
- Building a compost exchange program to include 155 community member participants and diverting over 27,000 pounds of food waste from the landfill; and
- Donating vegetables and fruit grown on the farm to three neighbourhood food banks.

## **Growing Flemo Farm**

In 2023, Flemo Farm's sister site, the Malvern Urban Farm, initiated a process to expand their CEED garden. Learning from Malvern's experience, Flemo Farm is now preparing for an expansion of their own.

FoodShare Toronto is proposing an expansion of approximately 0.3 acres of land, bringing the total area to approximately 0.874 acres. With this expansion, the farm will increase overall program capacity by 63 percent, providing space for seven more community farmers each season, and grow a total of 20,000 pounds of fresh produce, representing a 65 percent increase. It will also expand food distribution efforts and support ecological goals including increased carbon sequestration, improved food

waste management through composting, restoration of native pollinator habitats and improved soil and water conservation.

## **New Nominal Sublicence Agreement**

To enable FoodShare Toronto to continue and expand the operation of a community garden under the City's CEED Gardens Program, staff recommend that the City enter into a non-exclusive, nominal Sublicence Agreement with FoodShare Toronto for a term of five years, with an option for FoodShare Toronto to extend for an additional five years.

The Sublicence Agreement, and any amendment for the expansion of the Sublicensed Area, will be conditional on OILC's consent and HONI's technical approval. The City licenses the East Flemingdon Park Hydro Corridor lands under a Master Licence Agreement with OILC.

In accordance with the terms of the Sublicence Agreement, FoodShare Toronto will be responsible for the City's obligations related to the Sublicensed Area, as set out in the Master Licence Agreement and the pending HONI Construction Approval Letter. This includes costs associated with the use of the Sublicensed Area, as well as all taxes, rates, or grants in lieu of taxes paid by the City to OILC during each year of the Sublicence Agreement.

The City has identified outstanding arrears for the original sublicence agreement executed by FoodShare Toronto, estimated at approximately \$4,400. Staff have commenced discussions with FoodShare Toronto to assess the history of these outstanding amounts and opportunities around recovery and potential relief strategies.

The major terms and conditions of the Sublicense Agreement are outlined in Appendix B.

## **CONTACT**

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Alison Folosea, Director, Real Estate Services, Corporate Real Estate Management, 416-338-2998, [Alison.Folosea@toronto.ca](mailto:Alison.Folosea@toronto.ca)

Bryony Halpin, Manager, Poverty Reduction Office, Social Development, 416-271-2493, [Bryony.Halpin@toronto.ca](mailto:Bryony.Halpin@toronto.ca)

## **SIGNATURE**

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Patrick Matozzo  
Executive Director, Corporate Real Estate Management

## **ATTACHMENTS**

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Appendix A – Location Map and Legal Description of Sublicensed Area  
Appendix B – Major Terms and Conditions of Sublicence Agreement

**Appendix A – Location Map and Legal Description of Sublicensed Area**

Legal Description: Part of Lots 4, 8 and 9, Concession 3, FTB, formerly in the City of North York, now in the City of Toronto



## Appendix B - Major Terms and Conditions of Sublicence Agreement

Licensor:	City of Toronto
Sublicensee:	FoodShare Toronto
Location:	East Flemington Park Hydro Corridor at 150 Grenoble Drive
Sublicensed Area:	Approximately 38,071 square feet (0.874 acres) of land, as shown in Appendix A
Term:	Five years
Option to Extend:	Provided that the Sublicensee is not in default at the time of the request and has never been in default beyond any applicable curing period, the Sublicensee shall have one option to extend the Term of the Sublicence for a period of five years at a nominal fee of \$2 for the duration of the Term, plus the Other Fees (as defined below).
Type of Use:	Non-exclusive use of the Sublicensed Area for operation of a community garden under the CEED Gardens Program
Sublicence Fee:	Nominal fee of \$1 for the Term
Other Fees:	The Sublicence shall be completely net and carefree to the Licensor. The Sublicensee shall be responsible for all taxes (including Payments In Lieu of Taxes) and costs whatsoever, including but not limited to, any special assessments, harmonized sales tax, rental taxes, operating costs, utilities, and all costs with respect to the Sublicensed Lands, and all construction, operation, repair, maintenance and replacement costs arising therefrom.
Conditions:	<ol style="list-style-type: none"> <li>1. HONI Construction Approval Letter (as defined in the 2019 Sublicence Agreement);</li> <li>2. The Province and HONI providing their consent to this sublicence under the Master Licence Agreement.</li> </ol>

Licensors:	City of Toronto
Permitted Use:	<ul style="list-style-type: none"> <li>• Establishment, operation, and maintenance of a community garden, including planting beds and a pedestrian pathway</li> <li>• Use must comply with terms of the Master Licence Agreement with OILC and Construction Approval conditions set by Hydro One Networks Inc. (HONI)</li> <li>• No permanent structures, signage, or installations without prior written consent</li> <li>• No storage, dumping, or unauthorized planting permitted</li> </ul>
Capital Improvements:	All infrastructure (e.g., beds, fencing, stones) to be installed and maintained by the Sublicensee at its cost, subject to prior approval from the City; improvements will remain the property of the City unless otherwise agreed to in writing.
Insurance:	<ul style="list-style-type: none"> <li>• Commercial General Liability: Minimum \$5 million per occurrence</li> <li>• Automobile Liability: Minimum \$2 million per occurrence</li> <li>• Proof of insurance must be provided in a form acceptable to the City and maintained throughout the term</li> </ul>
Responsibilities:	<p>The Sublicensee will be responsible for:</p> <ul style="list-style-type: none"> <li>• All operating and maintenance costs</li> <li>• All taxes, rates, and Payments In Lieu of Taxes charges payable by the City related to the Sublicensed Area under the Master Licence Agreement</li> <li>• Compliance with all applicable laws, utility requirements, and third-party conditions</li> </ul>
Priority:	The Master Licence Agreement will take priority over the Sublicence Agreement.
Termination:	<ul style="list-style-type: none"> <li>• The City may terminate upon 10 days' written notice of default if not remedied</li> <li>• Either party may terminate the agreement with 30 days' prior written notice without cause</li> </ul>