

Parks, Forestry and Recreation
Jim Hart – General Manager

Business Services
18 Dyas Road, Main Floor
Toronto, Ontario
M3B 1V5

Tel: 416-338-0791
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November 8, 2011

Sabina Ali
Project Coordinator
Thorncliffe Park Women's Committee
Thorncliffe Neighbourhood Office
18 Thorncliffe Park Drive
Toronto, Ontario
M4H 1N7

Dear Ms. Ali:

Re: Proposed License for Use of Part of R.V. Burgess Park to Operate and Maintain a Tandoor Oven

Further to your discussions with our office, we are prepared to recommend to the relevant City Officials that the City of Toronto, enter into a License Agreement (the "License Agreement") with Thorncliffe Neighbourhood Office of Toronto for Social & Multi-Cultural Development (the "Licensee") for the right to use part of R.V. Burgess Park (the "Park") to operate and maintain a Tandoor Oven only, subject to the following terms and conditions:

1. Licensed Area

The "Licensed Area" shall consist of the Tandoor Oven and the concrete pad upon which the oven sits, which is approximately 64 square feet of park land within the Park, located at part of 46 Thorncliffe Park Drive, Toronto, and is delineated in red in the attached sketch ("Schedule A").

2. Term

The Licensee shall be entitled to use the Licensed Area pursuant to the provisions of this Letter Agreement and the License Agreement for and during a term of five (5) years, commencing on January 1, 2012, through and including December 31, 2016, unless otherwise earlier terminated (the "Term").

3. License Fee

The License Fee shall be FIVE HUNDRED DOLLARS (\$500.00) per annum plus H.S.T., payable on the first day of each year during the Term. The first payment shall be due and payable on January 1, 2012.

4. Compliance with Laws

The Licensee, at its sole expense, shall comply with all applicable City of Toronto by-laws, policies, and procedures and with all applicable federal, provincial and municipal laws, and any other legislation, by-laws, rules or regulations affecting the Licensed Area and its use, including the obtaining of all necessary consents, permits, licenses and inspections.

5. General Provisions

The City shall have the right to use the oven from time to time for its own programming or other events, provided that the City's use of the oven shall not unreasonably interfere with the Licensee's use, and provided the City gives 14 days written notice to the Licensee. The Licensee shall not unreasonably deny the City access to the oven for these purposes.

The Licensee, at its sole expense, shall comply with the Ontario Fire Code and the City of Toronto Municipal Code Chapter 608, Parks.

The operation of the oven shall be subject to the provisions of the Chapter 608, Parks, as amended, including Section 10, Campfires and Barbeques.

6. Public Health

The operation of the Tandoor Oven shall be subject to the Ontario Food Premises Regulation (O. Reg 562 as amended) that governs Outdoor Bake Ovens and as such, the Licensee will ensure adherence of all regulations enforced by Toronto Public Health.

The Tandoor Oven is subject to Public Health inspections.

The Ontario Food Premises Regulations applies to all food being prepared in a Tandoor Oven (see: http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_900562_e.htm). Foods to be sold or distributed to the public must be prepared in a community or commercial kitchen that is routinely inspected by Toronto Public Health and meets the requirements of the Ontario Food Premises Regulation. Safe food handling guidelines for event organizers and vendors can be found on the Toronto Public Health Website (see: http://www.toronto.ca/special_events/pdf/2011-Temporary-Food-Establishment-Organizer-Package.pdf).

The Licensee must obtain all required approvals from Toronto Public Health. Where food is being sold or given away to the public, there should be at least one individual who has acquired a valid safe food handler certificate from an accredited provider.

7. Acceptance

The Licensee accepts the Licensed Area on an "as is" basis and further acknowledges that the City has made no representations or warranties whatsoever with respect to the state or condition of the Licensed Area.

8. Construction and Installation of Outdoor Tandoor Oven

The Tandoor Oven must be of a size, design and construction, in compliance with detailed plans approved by the General Manager and must comply with all applicable municipal by-laws and other laws, regulations or requirements of all authorities having jurisdiction, including all building and fire codes, material codes, rules, regulations, standards, laws and bylaws whether federal, provincial or

municipal relating to design, construction and safety, applicable at the time of the installation of the Tandoor Oven.

The Tandoor Oven will be constructed of fireproof materials acceptable to the General Manager and in accordance with Parks, Forestry and Recreation specifications and standards.

The Tandoor Oven enclosure will be secured by a steel designed gate with lock and key access.

The location of the Tandoor Oven will be subject to approval by the General Manager or designate.

Work shall not commence until the Licensee has provided sufficient funds to complete the project, to the satisfaction of the General Manager, and has received written approval from the General Manager to proceed.

The City shall be responsible for the installation of the Tandoor Oven at the sole cost of the Licensee. Installation and maintenance of the Tandoor Oven shall be absolutely net and carefree to the City of Toronto.

The Licensee shall be responsible for all costs associated with the purchase and installation of the Tandoor Oven including obtaining all necessary planning approvals, agreements and inspections with any authorities and utilities relating specifically to the Tandoor Oven, including building permits and site plan approvals, if required.

9. Alterations, Repairs and Improvements

The Licensee shall be responsible for the cost of upgrade, repair and/or replacement of the Tandoor Oven, in whole or in part, or equipment as required.

Upon the expiration or earlier termination of the License Agreement, or any portion thereof, the Licensee shall, at its sole cost and expense, remove from the Licensed Area all structures, fixtures, equipment and other chattels belonging to the Licensee, without compensation therefore, and shall restore the Licensed Area to the condition it was in at the commencement of the Term. Any damage caused by such removal shall be made good by the Licensee and the Licensee shall leave the Licensed Area neat, clean and free of all waste materials, debris or rubbish.

10. Maintenance and Utilities

The Licensee will be responsible for the ongoing maintenance and operating costs of the Tandoor Oven.

The Licensee will be responsible for the immediate removal of any and all graffiti.

The Licensee will maintain the Tandoor Oven at a high level of cleanliness and neatness of appearance to the satisfaction of the General Manager, who may order at the sole cost and expense of the Licensee, any changes or alterations thereto that he deems desirable.

Failure by the Licensee to make any upgrade, repair and/or replacement of the oven within sixty days of being so advised by Parks, Forestry and Recreation will result in Parks, Forestry and Recreation removing any/all contents and equipment of the oven and storing it or making the necessary corrections to allow the use of the oven by Parks, Forestry and Recreation staff and/or other eligible organizations.

The City will not be responsible or liable, in any form whatsoever, for damage or theft to the Tandoor Oven or theft of the Licensee's equipment and/or personal property from but not limited to, use, storage or vandalism.

The Licensee shall ensure that no litter, dust, debris, garbage, excavated earth or other loose or objectionable material is accumulated on or about the Licensed Area and that the Licensed Area is at all times kept in a clean and visually unobjectionable condition, to the satisfaction of the General Manager.

The Licensee shall at all times keep the Licensed Area clean, neat, tidy and free of debris and litter. The General Manager shall be the sole judge as to the sufficiency of the cleanliness and neatness of appearance of the Licensed Area.

11. Use of Tandoor Oven

The Tandoor Oven shall be used only for the purpose of cooking and baking food items.

The Licensee shall not sell or allow the sale or consumption of any liquor in the Licensed Area or in the Park. The Tandoor Oven shall not be used for commercial or "for-profit" purposes.

The Licensee shall ensure that at least one person who will be in attendance during the use of the Tandoor Oven is trained on the proper usage of the Tandoor Oven (including fire safety, safe food preparation and handling).

The Tandoor Oven may be operated between the hours of 8:00 a.m. and 10:00 p.m. only, unless otherwise posted.

No materials other than dry seasoned wood and charcoal may be burned.

The Tandoor Oven site must be set at least 3.04 metres (10 feet) from any combustible structures or objects and the space above the burn line must be at least 3.04 metres (10 feet) from vegetation and the drip line (overhanging branches) of trees.

Burning within the Tandoor Oven shall be conducted in such a manner as to preclude the escape of combustible solids, such as sparks and ash, from the fire.

The fuel being burnt to heat the oven (i.e. charcoal, dry seasoned wood) must be totally confined within the oven chamber at all times, and must not extend beyond the oven chamber at any time.

An effective extinguishing agent of sufficient size and with the capability of extinguishing the fire shall be immediately available during all times that the Tandoor Oven is in use.

Tandoor Oven use shall be attended, controlled and supervised by an adult person at all times and shall be completely extinguished before the Tandoor Oven site is vacated.

Tandoor Oven use is not permitted when a smog alert has been declared, when wind speed exceeds 25 kilometres per hour, or when rain or fog is present or weather conditions prevent the ready dispersion of smoke.

The Tandoor Oven shall remain the property of the Parks, Forestry and Recreation Division.

The Licensee shall ensure that the use permitted pursuant to this section 11 complies with the applicable zoning by-law and other legislation pertaining to the Licensed Area.

12. Damage and Destruction

If any of the Licensed Area at any time is destroyed or damaged as a result of fire, the elements, accident or other casualty whatsoever, the City shall not have any obligation to repair or rebuild. In the event of such damage or destruction to an extent that either party reasonably determines that the Licensed Area is unusable or inaccessible for the purposes contemplated by the License Agreement, either party shall have the right to terminate the License Agreement effective upon written notice to the other, and the Licensee shall be required to find alternative arrangements.

13. Strike

The Licensee shall not be entitled to any compensation whatsoever in the event that access to or use of the Licensed Area is restricted due to strike, lockout or other labour disruptions, or due to *force majeure*.

14. Hazardous Substances

The Licensee shall not place, store or leave any hazardous substances, as defined by the Environmental Protection Act or any other applicable legislation, in or around the Tandoor Oven at any time or for any reason whatsoever.

Prohibited burn materials, including household waste, old furniture, wooden skids, chemicals, construction waste, rubber or rubber products, plastic or plastic products, and waste petroleum products, pressure treated wood, creosote treated wood. Any material or materials which are prohibited by the Environmental Protection Act, R.S.O. 1990, Chapter E.19, as amended, shall not be burned in the Tandoor Oven.

15. Signage

The Licensee shall not display or cause to be displayed any sign, advertisement, notice, painting, design or other device advertising any business, undertaking or scheme whatsoever on any part of the Licensed Area without prior written approval of the General Manager.

All signs must be of a size, design and construction that is satisfactory to the General Manager and must meet all laws and by-laws relating to signs.

16. Access

The City shall have unrestricted access to the Licensed Area at all times as may be required and as determined by the City provided that there is no unreasonable interference with the Licensee's use of the Licensed Area.

17. Keys:

Keys to access the Tandoor Oven shall be provided to the appropriate members of the Licensee and appropriate Parks, Forestry and Recreation staff.

The Licensee shall provide to the City a full set of current keys to the Tandoor Oven enclosure, and replacements as and when necessary.

The Licensee shall keep the Licensed Area secure and locked at all times when the Tandoor Oven is not being used and occupied for the permitted use.

18. Termination

If the Licensee fails to comply with any of the terms, conditions, covenants or provisions of the License Agreement, within ten (10) days after the date of receipt of notice from the General Manager, shall give the General Manager the right, at its option, to terminate the Licence Agreement.

The City or the Licensee may terminate this Agreement for any reason whatsoever upon six (6) months advance written notice to the other.

19. Insurance:

The Licensee shall at its sole expense, take out and keep in full force and effect, throughout the Term and shall prior to occupying the Licensed Area, deposit with the City of Toronto a Certificate of Insurance indicating that the following insurance policies are in effect:

Commercial General Liability Insurance with inclusive limits of not less than two million dollars (\$2,000,000.00) for bodily injury and property damage resulting from any one occurrence and which is extended to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and Contractor's Protective Coverage, Employer's Liability and/or Contingent Employer's Liability and Non-Owned Automobile Liability; such coverage to include the activities and operations conducted by the Licensee, and any other person acting on behalf of or for the Licensee, or authorized to use the Licensed Area, by the Licensee and shall contain a severability of interest and a Cross-Liability Clause .

The City may request the Licensee to increase the limit to meet any inflationary tendencies in accordance with usual practices in the insurance industry and may request such further and other insurance as the City's Deputy City Manager and Chief Financial Officer may, acting reasonably, require.

The above policies will include the City of Toronto as additional insured and shall contain a clause stating that the policy will not be cancelled without the City of Toronto receiving thirty (30) days prior written notice.

The Licensee shall not install any equipment or carry on or allow to be carried on any operation or activity in the Licensed Area in such a way as to increase the insurance risk.

20. Indemnification:

The Licensee shall at all times indemnify and save harmless the City, its employees, agents, officers, directors and elected or appointed officials (collectively "the City") of and from any and all manner of claims, demands, losses, costs, charges, damages, actions, expenses and other proceedings whatsoever made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage, or injury (including fatal injury) to any person or property (including, without restriction, employees, agents, and property of the City or of the Licensee) directly or indirectly arising out of, resulting from or sustained as a result of occupation of use of the Licensed Area by the Licensee, the Licensee's employees, agents, visitors or users of the Licensed Area or any other person for whom the Licensee is responsible at law.

21. No Liability

The City shall not be liable or responsible in any way for any bodily injury or death that may be suffered or sustained by, or for any loss of or damage or injury to any property belonging to the Licensee or any employee, servant, agent, licensee or invitee of the Licensee no matter how caused. The Licensee hereby releases the City from all liabilities, fines, suits, claims demands, costs and actions of any kind or nature whatsoever in connection with the Licensee's, the Licensee's agents, employees, invitees and other users, use and occupation of the Licensed Area.

22. Assignment

The Licensee shall not assign the License Agreement without the prior written consent of the General Manager, which consent may be arbitrarily and unreasonably withheld.

The Licensee may issue his/her own permits for the use of the Tandoor Oven. These permits are for occasional use only. The permit holders shall also have to provide insurance and name the City as additional insured and comply with the other relevant terms and conditions of the License Agreement.

23. Documentation:

- (a) The License Agreement shall be subject to other terms and conditions as may be deemed reasonable and necessary by the City of Toronto Solicitor; and
- (b) All documentation shall be in the City's standard form and, notwithstanding any clause contained or not contained in this Letter of Agreement, the License Agreement must be in a form and content acceptable to the City of Toronto Solicitor.

24. Approvals:

This Letter of Agreement is open for acceptance until **November 28, 2011**, failing which it shall become null and void.

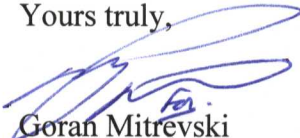
If the above terms and conditions are acceptable to you, please execute the signature line below and return one original to the sender.

Also, please forward documentation to secure the name to be utilized in the final License Agreement.

Should you have any queries, please contact Goran Mitrevski directly at (416) 338-0791 to discuss the Letter Agreement.

Thank you for your interest.

Yours truly,



Goran Mitrevski

Witness

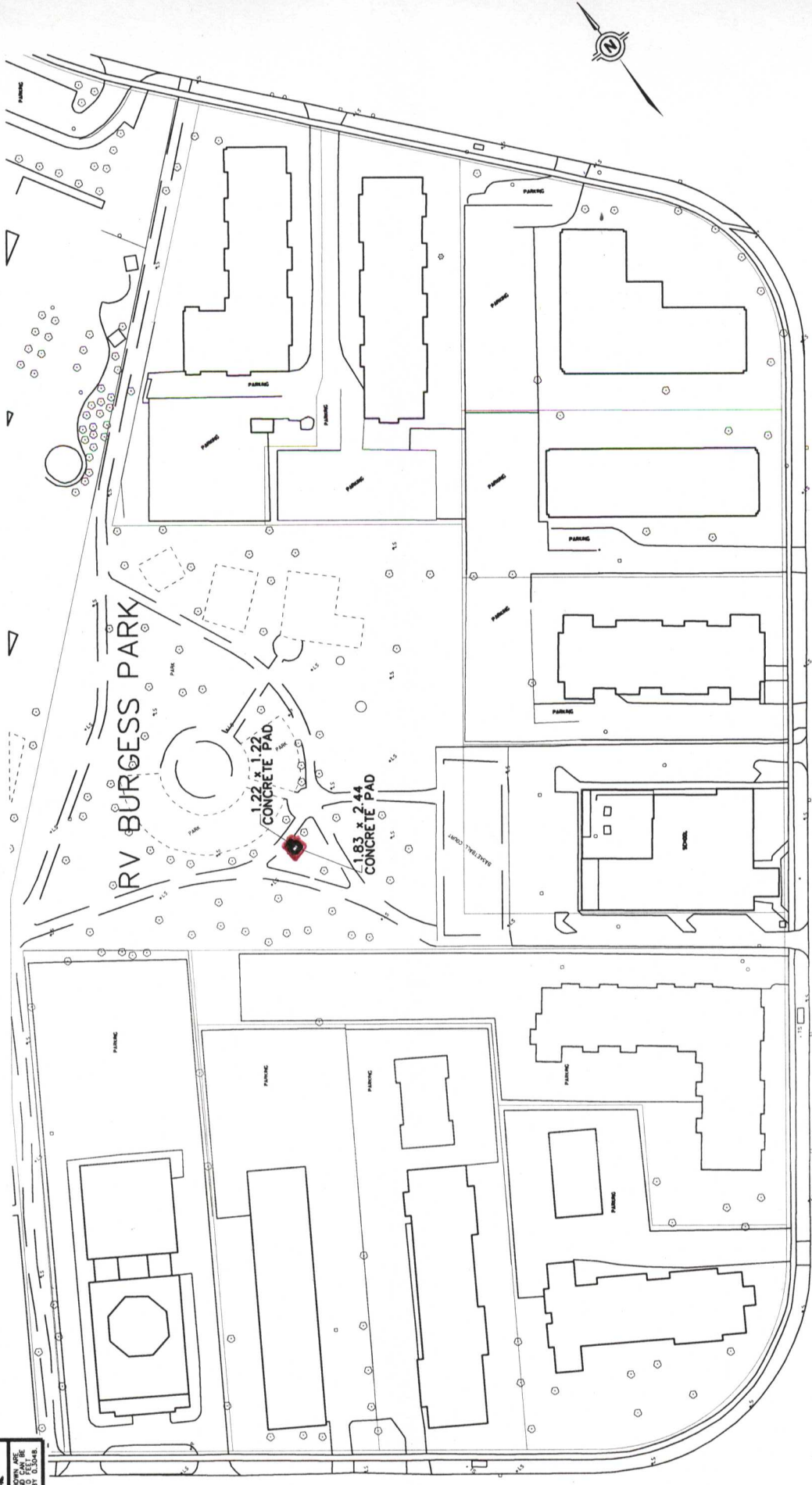
Date

Name: Please Print

I/We agree to the above terms
and conditions.

C: Terry Webber, Acting Manager of Business Services, Management Services
Diane Stevenson, Manager Policy & Strategic Planning, Policy & Strategic Planning Branch

NOTES:
1. DISTANCES SHOWN ARE IN METRES AND MAY BE ROUNDED UP OR DOWN BY 0.3048.



THORNCLIFFE PARK DRIVE

SKETCH SHOWING
R.V. BURGESS PARK CONCRETE PADS
for
TANDOOR BAKE OVEN
CITY OF TORONTO
NOT TO SCALE

Toronto		Survey and Mapping 6555 Steeles Road 2nd Floor Toronto, Ontario M3J 1V5	
Technical Services		FOR CITY OF TORONTO USE ONLY	
JOB NUMBER	2011-0584	DATE	NOV 8 2011
BY	DATE	BY	DATE
BY	DATE	BY	DATE