

On 2011-11-11 from Sabina Ali

Greetings ,

I thank you all for attending the meeting on Wednesday. I would like to inform you that the Lease agreement for Tandoor Oven has finally arrived. I have attached the copy . I have read the document once and there are few core issues like :

- User fee- Where will the fee come from? This wouldn't allow the bake oven programming.
- How to break down the fee- as it is annual payment
- Language-I would recommend a clear language interpretation of lease at least one page so that a common man can understand
- Oven used by the city staff for its own programming- Points 5,9 & 10 in the agreement

I need a feedback from you all as I want to reply to the Parks by Monday the latest.

Dave Harvey :

- Has the City insisted that any other community group in Toronto sign a similar lease for a bake oven or other community asset in a park? What precedent is there for such a lease?
- Section 3 - License fee - Are any other community groups in Toronto forced to pay such a high fee? What does TNO receive from the City for this fee?
- Section 4 and 5 - You must follow all other City rules - will you be hit with any other fees or red tape? They need to tell you now not later. I would get these in writing.
- Section 8 - Construction of the tandoor - "The City shall be responsible for the installation of the Tandoor Oven at the sole cost of the Licensee" - is TNO now expected to pay the City for the construction of the tandoor? First I thought that TNO was going to build it and then the City insisted that they build it (at their cost) - is this now another change?
- Section 8 - "The Licensee shall be responsible for all costs associated with the purchase, installation of the Tandoor, including obtaining all necessary approvals and inspections" - what other approvals will be needed? They need to tell you now not later. What will they cost? I would get these in writing.
- Section 9 - "Licensee shall be responsible for all costs for repairs" - Who will do the repairs? City or TNO?
- Section 9 - If the lease is terminated or not renewed, TNO is solely responsible for all costs with removing the tandoor, even if it is the City that terminates the agreement. If the City terminates the agreement or won't renew, the City should be responsible.
- Section 10 - The City can unilaterally order you to make any changes, repairs or upgrades they want and TNO must pay for them in 60 days or the City gets to do what it wants with the tandoor. Wrong.
- Section 11 - "The Tandoor Oven shall not be used for commercial or "for-profit" purposes". Make sure that this does not mean that TNO cannot sell goods made from the oven to support the work of TNO and the cost of running the oven.
- Section 18 - Allowing the City to terminate the lease 10 days after notifying TNO that it is not complying with something in the lease is way too short. It should be 60 days at least. They could order you to make a costly change and then terminate the lease

- 10 days later if you haven't done it.
- Section 19 - How much will it cost you to get \$2 million in liability insurance? Is \$2 million standard for other bake oven users?

In summary, I think this document gives all powers to the City, gives ownership of the tandoor to the City, and allows the City to use the oven when its not being used by TNO - but gives all costs to TNO plus TNO must pay \$500/year just to be allowed to use the tandoor they built, plus get \$2 million in liability insurance and pay all costs to repair and operate. I'm no lawyer, but I don't think this is a very good or very fair lease. I can't believe that the City has ever been able to get a community group or a business using a facility in a park (an arena, a restaurant, a tennis club) to sign such an agreement.

Ayal Dinner:

I agree with the critiques and comments so far.

I'm feeling upset about this (and some other city relations) and quite ornery right now, so my first response is - I wonder if we put together a draft of a lease that was to protect TNO, TPWC, and community members only and not the city and show Parks staff how that looked, what the response would be? Shouldn't protecting those with less resources and infrastructure be a starting point?

Ok - now to be more constructive:

Has anyone been in touch with someone from the parks and environment committee? Can we meet with Mary-Margaret and see what she thinks about how to move forward at the committee?

Amy, Asiya. Sabina, what about talking to councillor Parker about your concerns with the lease? Would that be useful?

Lastly - I know a lawyer who is working on food issues/policy/law, that might be open to contributing some time to work on this issue. Should I contact her?

Anna Bekerman:

I agree with the points that have been made so far.

Many of the concerns we have with the policy are here in the lease agreement as well. This shows how completely unwilling the city is to provide any meaningful support for community bake oven programs. If the policy is approved as it is currently written, then the lease agreement could be the place for a more enabling and collaborative approach from the city, but this clearly isn't the city's aim with this document.

One small comment about the insurance (I agree that it would be good to know how much this coverage would cost)--

#19 says that the general liability insurance must cover any activities by the licensee or anyone authorized by the licensee to use the oven.

Then #22 says that anyone who gets a permit from the licensee to use the oven must have insurance.

So it seems that they are asking for two levels of insurance for third parties who use the oven. Is this necessary?

It might be useful to have a list of things you would like to see in the agreement. I'm surprised at how general this agreement is -- aside from the map, there is very little detail about your particular location and your plans. Is there anything related to your programs that you would want the city to agree to here?

Lauren Baker:

Hi everyone,

Here is an excerpt from the recent user fee review decision. A "license fee" may be different from a "user fee", but I think this language is relevant for the discussion.

"Granting relief from full cost recovery promotes or advances economic or social benefits, specific City policy goals and objectives, including, but not limited to:

- a. Supporting non-profit organizations in the development of projects or activities with clear societal benefits; and,
- b. Intergovernmental events that benefits society as a whole."

Council decision in September on the user fee policy is available at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2011.EX10.2>

Lauren