

Authority: Policy and Finance Committee Report No. 8, Clause No. 12,
as adopted by City of Toronto Council on May 21, 22 and 23, 2002
Enacted by Council: October 3, 2002

CITY OF TORONTO

BY-LAW No. 836-2002

To Exempt the Black Creek Neighbourhood Branch Library from Taxation for Municipal and School Purposes.

WHEREAS Section 210.1 of the *Municipal Act*, provides that the council of a municipality may pass by-laws exempting from property taxation for municipal and school purposes land, or a portion of it, on which municipal capital facilities are located; and

WHEREAS paragraph 11 of section 2 of Ontario Regulation 46/94, as amended, prescribes municipal facilities for public libraries as eligible municipal capital facilities; and

WHEREAS at its meeting of May 23, 2002, Council enacted By-law No. 446-2002 which authorized the entering into of an agreement for the provision of municipal capital facilities respecting the Black Creek Neighbourhood Branch of the Toronto Public Library; and

WHEREAS the premises occupied by the Black Creek Neighbourhood Branch of the Toronto Public Library, described in Schedule "A" hereto (the "Premises"), is the subject of an agreement for the provision of a municipal capital facility attached hereto as Schedule "B" (the "Agreement"), is owned by the person who entered into the Agreement with the City or any assignee of such person (the "Owner"), and is entirely used as a municipal capital facility namely a public library.

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

1. The Premises is exempt from taxation for municipal and school purposes only while this by-law is in force and so long as it is used by the Toronto Public Library Board (the "Board") as a municipal capital facility, namely a public library.
2. The tax exemption referred to herein is effective from the date of the passing of this by-law.
3. This by-law shall be deemed repealed:
 - (a) if the Owner ceases to own the Premises without having assigned the Agreement to the new owner of the Premises and provided notice of such assignment to the City;
 - (b) if the Board or its successor in law ceases to use the Premises for purposes of a public library;
 - (c) when the Lease referred to in the Agreement or any permitted renewal or extension of the Lease expires;

- (d) if the Lease referred to in the Agreement or any permitted renewal or extension of the Lease is terminated, for any reason whatsoever; or
- (e) the Agreement is terminated for any reason whatsoever.

ENACTED AND PASSED this 3rd day of October, A.D. 2002.

CASE OOTES,
Deputy Mayor

ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE “A”

Five Thousand, Seven Hundred and Eight-Two (5,782) square feet of space, being Unit No. 63 of the North York Sheridan Mall at 1700 Wilson Avenue in the City of Toronto.

Assessment Roll No. 1908-01-1-160-02500

SCHEDULE “B”

THIS AGREEMENT made this 1st day of October, 2002

B E T W E E N:

WESTDALE CONSTRUCTION COMPANY LIMITED
(hereinafter referred to as the “Landlord”)

OF THE FIRST PART

- and -

CITY OF TORONTO
(hereinafter referred to as the “City”)

OF THE SECOND PART

WHEREAS the Landlord and the Toronto Public Library Board (hereinafter referred to as the “Board”) entered into a lease agreement dated the 13th day of May, 2002 and attached hereto as Schedule “A” (hereinafter referred to as the “Lease”), whereby the Landlord agreed to lease certain premises to the Board being described as Unit No. 63 of the North York Sheridan Mall at 1700 Wilson Avenue, in the City of Toronto (Assessment Roll No. 1908-01-1-160-02500) (hereinafter referred to as the “Premises”); and

WHEREAS the provisions of the Lease require the Board to pay to the Landlord rent together with taxes for municipal and school purposes attributable to the Premises; and

WHEREAS Section 210.1 of the *Municipal Act* (the “Act”), provides that a municipality may enter into agreements for the provision of a municipal capital facility by any person and that the council of a municipality may exempt from taxation for municipal and school purposes land or a portion of land on which municipal capital facilities are located; and

WHEREAS Ontario Regulation No. 46/94 prescribes municipal facilities for public libraries as eligible municipal capital facilities for the purpose of section 210.1 of the Act; and

WHEREAS the Council of the City of Toronto, at its meeting of May 23, 2002, enacted By-law No. 446-2002 authorizing the City to enter into an agreement with the Landlord for the provision of a municipal capital facility at the Premises, being more particularly a facility used for a public library namely the Black Creek Neighbourhood Branch Library of the Toronto Public Library;

NOW THEREFORE this Agreement witnesseth that in consideration of the following covenants, the parties agree as follows:

1. The Landlord is providing a municipal capital facility for the general administration of the municipality in accordance with the Lease.

2. The Landlord warrants that it is the Owner of the Premises which are leased to the Board for the purpose of a municipal capital facility.
3. The Premises are used for a public library.
4. The City intends to take the necessary action to pass the by-law substantively in the form attached hereto in draft form as Schedule "B" (the "By-law"), which by-law shall provide a tax exemption to the Premises. In the event that the City does not pass the By-law prior to December 31, 2002, or passes the By-law but subsequently repeals it or it is deemed repealed pursuant to paragraph 5 of this Agreement, this Agreement is deemed to be terminated.
5. The By-law shall be deemed repealed:
 - (a) if the Landlord ceases to own the Premises without having assigned this Agreement to the new owner of the Premises and provided written notice of such assignment to the City;
 - (b) if the Board or its successor in law ceases to use the Premises for purposes of a public library;
 - (c) when the Lease or any permitted renewal or extension of the Lease expires;
 - (d) if the Lease or any permitted renewal or extension of the Lease is terminated, for any reason whatsoever; or
 - (e) if this Agreement is terminated, for any reason whatsoeverwith the City having no obligation to give the Landlord notice of such repeal.
6. The Landlord agrees that the City may terminate this Agreement, at any time and for any reason, upon the City providing to the Landlord thirty (30) days' prior written notice.
7. This Agreement shall terminate immediately:
 - (a) if the Landlord ceases to own the Premises without having assigned this Agreement to the new owner of the Premises and provided written notice of such assignment to the City;
 - (b) if the Board or its successor in law ceases to use the Premises for purposes consistent with a public library;
 - (c) when the Lease or any permitted renewal or extension of the Lease expires;
 - (d) if the Lease or any permitted renewal or extension of the Lease is terminated, for any reason whatsoever; or

- (e) if the By-law is repealed or is deemed repealed pursuant to paragraph 5 of this Agreement

with the City having no obligation to give the Landlord notice of such termination.

8. (a) The Landlord agrees that the reduction in tax for municipal and school purposes resulting from the By-law will replace the amount payable by the Board to the Landlord pursuant to the Lease, provided the Landlord receives the equivalent reduction in tax on its municipal tax bill.
- (b) The Landlord agrees to give to the Board any tax rebate resulting from the By-law, provided the Landlord receives a tax rebate.
- (c) The Landlord has no obligation to reduce the taxes owing by the Board pursuant to the Lease or to provide any tax rebate to the Board until such time as the taxes billed by the City to the Landlord have been reduced in accordance with the By-law or until such time as the Landlord receives a tax rebate in accordance with the By-law.
9. The City and the Landlord agree that any designation in writing, instruction in writing, provision of information, notification, or notice provided for in or required by this Agreement to be given, shall be delivered personally, by regular mail or by facsimile transmission.

- (a) if to the City, at:

CITY OF TORONTO
City Hall
100 Queen Street West
Toronto, Ontario
M5H 2N2
Fax No.: (416)397-5236

Attention: Chief Financial Officer and Treasurer

- (b) if to the Landlord, at:

WESTDALE CONSTRUCTION COMPANY LIMITED
440 Adelaide Street West
Toronto, Ontario
M5V 1S7
Fax No.: (416)504-9216

Attention: Director of Real Estate

- 10. This Agreement shall enure to the benefit of and be binding upon the parties and their executors, administrators, successors and, in the case of the Landlord, assignees.
- 11. This Agreement shall be registered on title of the lands described as the Premises.

IN WITNESS WHEREOF the parties have caused to be affixed their corporate seals under the hands of their proper officers duly authorized in their behalf.

CITY OF TORONTO

City Clerk

Chief Financial Officer and Treasurer

WESTDALE CONSTRUCTION COMPANY
LIMITED

I/We have authority to bind the Corporation