From; Markham Food Bank

70 Main St. N Markham, L3P 2P5

Te:

Town Clerk Sheila Birrell Town of Markham

Dear Sheila,

Once again the Markham Food Bank is asking the Town of Markham for help in paying the rent for the space at 70 Main St. Our lease is due for renewal on March 31, 2006 at which time we hope to sign for three years.

The Food Bank was relocated to Main St. in 1998 when the 98 Church St. town property was sold. In 2004 Brian Varner and I checked for other cheaper locations in town for the Food Bank but were unable to find anywhere suitable - present location is 1684 sq.ft.

The location on Main St. provides privacy for our clients and has adequate parking for them, it is also within walking distance for many of our senior volunteers.

In the last two years we have provided food for 12,946 people 7,108 of them being children. One of our clients during that time, a new Canadian, is now a doctor at Markham Stouffville Hospital! We are also a major outlet for students and parolees who must complete community services.

Hoping for your continued assistance, sincerely

Markham Food Bank, volunteers.

RECEIVED

JAN 2 6 2006

TOWN OF MARKHAM CLERKS DEPT.





March 13, 2006

Catherine Conrad Town Solicitor Town Of Markham 101 Town Centre Blvd. Markham Ontario L3R 9W3

Sheila Spinks 73 Pringle Ave., Markham Ontario L3P 2P5

Dear Ms. Conrad and Ms. Spinks:

Re: Renewal of Lease between Markham Village Shoppes Limited (Landlord) and Markham Food Bank (Tenant)

As you know your lease at 70 Main St. N., Unit 18a, Markham expires March 31, 2006. Although the Lease does not call for any renewal, we would be pleased to renew your Lease under the following terms. Your Lease is a Gross Lease and unfortunately the costs of operating a plaza (Realty Taxes, Utilities, Insurance, etc.) are growing each year and have grown quite a lot since your last rent increase two years ago. Based on that we are prepared to recommend to the Landlord that they renew the above captioned Lease under the following terms:

Term:

2 years starting April 1, 2006 and ending March 31, 2008

Rate:

Year 1 - 2... \$12.00 per square foot gross

The Tenant shall be responsible for GST on the rents.

The renewal term shall be based as a gross lease; however the Tenant shall agree to pay for any increase in operating costs over the base year of 2006. All other terms and conditions of your original Lease shall remain the same.

Please confirm your agreement with the foregoing by signing this letter and sending it back to me. We will then present same to the Landlord for its review and approval. Once signed by the Landlord, this letter will form a binding agreement between the parties.

Looking forward to the future together, I am	
Very truly yours,  Monreal Property Management Inc.	
David B. Black President	
I/We hereby agree to the above terms.	
Markham Food Bank	Date
APPROVED this day of March, 2006	
Markham Village Shoppes Limited	D
Thinge Shoppes Limited	Date



## REPORT TO FINANCE & ADMINISTRATIVE COMMITTEE

TO:

Mayor and Members of Council

FROM:

Andy Taylor, Commissioner of Corporate Services

Catherine M. Conrad, Town Solicitor

PREPARED BY:

Joel Lustig, Director of Financial and Client Services

Brian G. Varner, Manager of Real Property

DATE OF MEETING:

2004-Apr-05

SUBJECT:

Markham Food Bank

Request For Funding

#### RECOMMENDATION:

That the report dated April 5, 2004 entitled "Markham Food Bank Request For Funding" be received;

And that the Markham Food Bank be given a one time grant to a maximum of \$32,433.84, to cover the gross lease expenses from April 1, 2004 to March 31, 2006, and that the funding source is to be determined at the discretion of the Treasurer;

And that Town staff assist the Markham Food Bank in negotiating a Lease Extension Agreement that would include a 60 day termination clause;

And further that Town staff assist the Markham Food Bank in finding suitable alternate premises at no cost or a lesser cost.

#### **PURPOSE:**

The purpose of this report is to advise Council of a request for funding from Markham Food Bank.

#### **EXECUTIVE SUMMARY:**

At its meeting on February 13, 2001 Council approved a grant of \$36,000 to cover the gross lease expenses of the Markham Food Bank for the period April 1, 2001 to March 31, 2004. Council also encouraged the Markham Food Bank to seek corporate sponsorship or other funding sources to address future lease payment requirements. The Markham Food Bank is again requesting financial assistance from the Town to help cover the cost of their lease renewal for premises located at 70 Main Street, Markham.

#### **BACKGROUND:**

In 1998 the Markham Food Bank operated out of Town-owned premises located at 98 Church Street. The property was subsequently sold. The Markham Food Bank was one of five Markham Village based organizations that the Town committed to assist in relocating to alternate premises.

In addition to coordinating the physical relocation of the Markham Food Bank to new premises Council approved one-time funding to a limit of \$36,000 (\$12,000 per year) to cover gross lease expenses for a period of three years (1998-2001).

At its meeting on February 13, 2001 Council approved a grant of \$36,000 to cover the gross lease expenses of the Markham Food Bank for the period April 1, 2001 to March 31, 2004. Council also encouraged the Markham Food Bank to seek corporate sponsorship or other funding sources to address future lease payment requirements.

The Markham Food Bank is again requesting financial assistance from the Town to help cover the cost of their April 1<sup>st</sup>, 2004 lease renewal for premises located at 70 Main Street, Markham. A letter from the Markham Food Bank addressed to Regional Councillor Heath and Councillor Webster requesting financial assistance is attached to this report.

The Markham Food Bank occupy 1,684 square feet of lower level space at the rear of 70 Main Street, Markham. Subsequent to receiving the letter, staff has confirmed in conversations with Sheila Spinks, a volunteer at the Markham Food Bank and through correspondence from the property owner, The Lipson Group, that the rent is proposed to increase from \$800 per month to \$1,263.00 per month plus GST (comprised of \$1.61/sf net rent and \$7.39/sf TMI's for a total gross rent of \$9.00/sf plus GST). The owner is willing to extend the lease for a further term of 2 years.

The Markham Food Bank requests that the Town negotiate the lease renewal terms on their behalf. Furthermore, the Markham Food Bank confirms it has not undertaken solicitations for support from other funding partners.

Staff has also contacted other affiliated organizations and has learned that local Food Banks are typically sponsored by community groups and that premises are provided on a rent-free basis.

## FINANCIAL CONSIDERATIONS:

The Financial Planning Division advises that the request received does not meet the requirements of the Town of Markham Grant Policy.

## BUSINESS UNITS CONSULTED AND AFFECTED:

Financial Planning.

#### **ATTACHMENTS:**

Exhibit 1 - Copy of Letter to Regional Councillor Heath and Councillor Webster

Exhibit 2 - Copy of Report To Council, February 13, 2001

Exhibit 3 - Food Bank Use in York Region: The Faces and Facts

Andy Taylor, Commissioner of Corporate Services	Catherine M. Conrad, Town Solicitor
Joel Lustig, Director of Financial and Client Services	Brian G. Varner, Manager of Real Property

Q:\ Exec Office\Legal\VARNER\Reports 2004\Markham Food Bank 3

# TOWN OF MARKHAM MARKHAM FOOD BANK A/C 025-2100007 AS AT MARCH 31, 2006

Approved I ease Grant Annil 1 2001 to Marie 21 2001		8
Less: Payments made during 2001 - 2004	36,000.00 (31,793.76 <u>)</u>	4,206.24
Approved Lease Grant April 1, 2004 to March 31, 2006 Less: Payments made during 2004 - 2005	32,433.84	5,797.17
Balance as at Dec 31, 2005	•	10,003.41
Less: Payments made in 2006 (Jan - March)		(3,789.00)
Balance as at March 2006		6,214.41

Date:	Date:
Prepared By:Approved By:	