



APPENDIX B

John W. Livey, F.C.I.P.
Chief Administrative Officer

July 6, 2011

Mr. R. Bergevin
Regional Director
Programs and Pickering Lands Branch
Ontario Region
Transport Canada
4900 Yonge Street, 4th Floor
Toronto ON
M2N 6A5

Subject: Demolition of Vacant Structures on Federal Lands in the Town of Markham

Dear Mr. Bergevin:

I acknowledge receipt of your letter of June 28, 2011, notifying us of Transport Canada's intention to demolish buildings on the Federal Lands in Markham which are currently vacant. My reply is with respect to your request for immediate notification if any of these buildings are of local heritage interest.

Please be advised that 11 of the 17 buildings listed on Annex A in your letter are included in Markham's register pursuant to s. 27 of the *Ontario Heritage Act*. The inclusion of these buildings on the register means that Markham Council believes them to be of cultural heritage value. The affected buildings are listed in the attached table. The protection, preservation and continued use of historically and/or architecturally significant buildings is an important part of Markham's Official Plan. Demolition of 11206 Reesor Rd. was previously authorized owing to the advanced state of deterioration and unsafe condition of this particular building, after due and careful consideration.

In light of Transport Canada's intention to demolish, and in order to respond more fully within your timelines, staff will be examining these buildings so as to confirm their relative heritage merits and attributes. To assist the Town in this research, we would appreciate being provided any available architectural or historical reports about any of these properties which may be available. An update from Transport Canada on the needs assessment study undertaken about the future of the airport lands would also assist us in determining an appropriate action plan for buildings of interest according to the options you have set out.

My understanding is that you require our response on or before the end of 2011, and that no demolitions would be undertaken prior to that date. Thank you for providing us this notification of your intentions.

Yours truly,

John Livey
Chief Administrative Officer

Properties recommended for demolition by Transport Canada which are contained on Markham's Heritage Register:

No.	Pin	Address	Roll Number
2	614028-1	7134 Major Mackenzie	1936 030 262 276-00 0000
3	614037-2	10295 Ninth Line	1936 030 262 575-00 0000
4	614050-1	10676 Reesor Road	1936 030 263 295-00 0000
6	614064-2	7368 Elgin Mills Road	1936 030 264 817-00 0000
7	614076-1	11122 Reesor Road	1936 030 265 633-00 0000
8	614079	11206 Reesor Road	1936 030 265 733-00 0000
10	614097	9631 Reesor Road	1936 030 261 356-00 0000
12	614122-1	10531 Reesor Road	1936 030 263 745-00 0000
14	614135-1	11201 Reesor Road	1936 030 266 084-00 0000
15	614136	11190 York/Durham Townline	1936 030 266 326-00 0000
16	614137-2	11223 Reesor Road	1936 030 266 177-00 0000



Transport Canada
Ontario Region

Transports Canada
Région de l'Ontario

Programs and Pickering Lands
Ontario Region
4900 Yonge St., 4th Floor
Toronto, ON M2N 6A5

Programmes et biens-fonds de Pickering
Région de l'Ontario
4900, rue Yonge, bureau 400
Toronto (Ontario) M2N 6A5

APPENDIX B

June 28, 2011

John Livey
Chief Administrative Officer
The Corporation of the Town of Markham
101 Town Centre Boulevard
Markham, ON L3R 9W3

Dear Mr. Livey:

RE: Demolition of Vacant Structures on the Pickering Lands Site situated in the Town of Markham – Fiscal year 2011-2012

The purpose of this letter is to formally notify the Town of Markham of Transport Canada's intention to undertake the demolition of vacant structures on the federally owned Pickering Lands Site.

The current Pickering Lands Site demolition program is based upon the need to remove vacant structures that pose a health and safety risk to the public and to first responders, such as firefighters. Despite taking extensive and costly measures to secure the structures including security patrols, people continue to break into these buildings. Social media sites, such as YouTube and others, display videos of 'urban explorers' trespassing inside many of these structures, putting themselves at great risk. Arson events have occurred with increasing frequency and remain a persistent threat. Therefore, it is necessary for Transport Canada to continue this demolition program in order to eliminate the very real threat to public safety.

Transport Canada will not undertake rehabilitation or restoration of structures that have reached the end of their economic life. Transport Canada has and will continue to make decisions based on its transportation policies and on the best economic outcome for all Canadian taxpayers. That said, the Department has over recent years completed extensive repairs on the majority of occupied structures across the Pickering Lands Site and has an ongoing program to repair viable occupied properties.

Transport Canada appreciates that the Town of Markham may see local heritage value in certain vacant properties on the Federal lands. To this end, Transport Canada has attached, as Annex A,

a list of all vacant structures intended for demolition in the 2011/2012 fiscal year. Should the Town identify any structures as having local heritage value, Transport Canada should be notified **immediately**. We expect that there would be no concerns with proceeding with the demolition program for those structures not having local heritage value, or for buildings where demolition permits have already been issued.

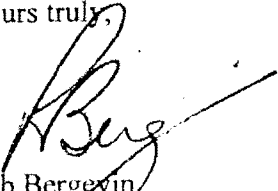
For those structures identified as having local heritage value and in keeping with the principals outlined above, Transport Canada is prepared to cooperate by offering to lease those properties to the Town according to the leasing terms found in the attached Annex B. Should the Town choose to pursue the option of leasing, all liabilities would be transferred to the Town.

Alternatively, Transport Canada is prepared to contribute an amount equivalent to the cost of demolition of the building to assist the Town in relocating that building to a site off the Federal Lands. The Town would be required to pay any remaining costs and manage all aspects of permanently moving the structure off the Pickering Lands Site.

Transport Canada recognizes that the Town will need to thoroughly consider the above proposal before making a final decision. Having said this, these vacant structures cannot remain in their present state for an indefinite period and demolition of the listed vacant structures must be completed by March 31, 2012. We therefore ask that the Town relay its decision with respect to remaining structures deemed to have local heritage value, to Transport Canada no later than **December 30, 2011**.

In the interest of public health and safety, should the Town choose to forego the acceptance of the principles and terms of this proposal, Transport Canada will have no alternative other than to proceed with the intended demolition.

Yours truly,



Rob Bergevin,
Regional Director
Programs and Pickering Lands Branch
Transport Canada

Canada

ANNEX A**PICKERING LANDS SITE****PROPERTIES WITH VACANT STRUCTURES RECOMMENDED FOR
DEMOLITION – MARKHAM - Fiscal Year 2011-12 ending March 31,
2012**

No	PIN	MUNICIPALITY	ADDRESS	ROLL NUMBER
1	614024	Markham	6982 Major MacKenzie	1936 030 262 218-00 0000
2	614028-1	Markham	7134 Major MacKenzie	1936 030 262 276-00 0000
3	614037-2	Markham	10295 Ninth Line	1936 030 262 575-00 0000
4	614050-1	Markham	10676 Reesor Road	1936 030 263 295-00 0000
5	614054	Markham	7449 Elgin Mills Road	1936 030 264 550-00 0000
6	614064-2	Markham	7368 Elgin Mills Road	1936 030 264 817-00 0000
7	614076-1	Markham	11122 Reesor Road	1936 030 265 633-00 0000
8	614079	Markham	11206 Reesor Road (demolition cleared by Town, Permit # 11 108710 000 00 DP)	1936 030 265 733-00 0000
9	614085-1	Markham	6997 19 th Avenue	1936 030 266 540-00 0000
10	614097	Markham	9631 Reesor Road	1936 030 261 356-00 0000
11	614118	Markham	10268 York/Durham Twnln	1936 030 263 925-00 0000
12	614122-1	Markham	10531 Reesor Road	1936 030 263 745-00 0000
13	614132	Markham	7596 Elgin Mills Road	1936 030 264 943-00 0000
14	614135-1	Markham	11201 Reesor Road	1936 030 266 084-00 0000
15	614136	Markham	11190 York/Durham Twnln	1936 030 266 326-00 0000
16	614137-2	Markham	11223 Reesor Road	1936 030 266 177-00 0000
17	614736	Markham	6944 19 th Avenue	1936 030 266 750-00 0000

ANNEX B**LEASE PROVISIONS – VACANT STRUCTURES OF LOCAL HERITAGE INTEREST****Definitions:**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Transport, Infrastructure and Communities (referred to as the “Lessor” or “TC”)

THE CORPORATION OF THE TOWN OF MARKHAM (referred to as the “Lessee” and/or “the Town”)

Generally as follows:

1. Both Transport Canada (TC) and the Town of Markham (the Town) acknowledge that the Pickering Lands Site (PLS) was expropriated for potential aeronautical development.
2. All PLS land and structures remain the property of TC.
3. The Town acknowledges that they have entered into a ‘Net lease’ to the Landlord, therefore the Town assumes all operational/restoration costs, and liabilities related to the premises.
4. The lease term will commence once the Town advises TC that a structure is to be preserved, or once the Town requests that TC refrain from demolition.
5. The Town shall remit rent to TC, per month, per site (PIN), at an amount TBD.
6. Similar to other executed leases between the Town and TC, Payment in Lieu of Taxes (PILT) shall be waived, or the proportionate annual PILT value added to the monthly base rent.
7. The Town is responsible for all aspects relating to security, including immediate remedial action in the event of a breach.
8. The Lessee is responsible for any / all damage, loss, injury, death to persons or property accessing or using the property, regardless if lawful / unlawful use or action.
9. Upon completion of restoration, properties may be sub-leased solely for commercial purposes, and only with the approval of TC. TC reserves the right to deny sub-lease proposals, assignments, or terminate established sub-leases which conflict or are incompatible with TC business, the environment, etc.
10. Sub-tenants to provide proof of comprehensive general liability insurance in an amount of not less than \$5,000,000 per occurrence, and include HER MAJESTY as named insured.
11. The Town is responsible for all costs relating to local heritage assessments.
12. The lease may be terminated by either party with a minimum of 12 months written notice.

13. Should the Town choose to relocate a structure to an alternate location off of the PLS, TC will permit the activity based on three conditions:
 - i. Within a pre-determined time limit;
 - ii. That TC formally transfer ownership / title of the asset to the Town, and to no other (third) party or individual;
 - iii. The asset is assumed in "as is" condition, and that TC makes no warrantee claims on the soundness, environmental, safety or other aspect of the asset.
14. TC may contribute an amount equal to the cost of demolition, to the Town in their effort to relocate the structure.
15. Whether the Town chooses to relocate a structure *or* execute a lease to preserve and restore a structure, environmental provisions require that the surrounding site (land) remain in a clean, natural state at all times. If negative impacts are identified following the term of the lease which are attributed to actions of the Lessee or subtenant during their tenure, the Lessee will be responsible for any necessary environmental cleanup or remediation.
16. The Town is solely responsible to comply with all applicable Federal, Provincial and Municipal acts and regulations during term of the lease.
17. Should the Town wish to erect signage at the leased site, it must do so via detailed written request to TC. TC must provide written approval prior to the display of the signage.
18. If TC determines that the Town is not undertaking corrective action in a timely manner (EXAMPLE: security breach, illegal dumping, graffiti, etc.), TC may proceed to remedy the item and obtain reimbursement of all costs from the Town, up to and including lease termination with 30 days written notice.
19. The Town shall identify a single point of contact (Town staff) with authority to resolve disputes and exercise financial authority to discharge payments, etc.