

MARKHAM HERITAGE ESTATES ADMINISTRATIVE GUIDELINES

(Handbook for Potential Purchasers)



City of Markham
Planning and Urban Design Department
Heritage Section

(Revised February 2021)

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INTRODUCTION

The John Reesor House, constructed in 1853, was once located on Main Street Markham South (Highway #48). This fine example of Markham vernacular architecture with Italianate influences and distinctive central Palladian window was demolished in 1979 by the Ministry of Transportation in order to make way for a future highway. There was local interest expressed in relocating the house, but the associated costs were found to be too prohibitive.

Between 1981 and 1988, over forty structures which were listed in the *Markham Inventory of Historic Buildings* were demolished. Some of these structures were deemed not to be of sufficient historical merit to be retained on site. However, there were a number of structures of significant heritage merit that could not be retained on site due to incompatible development, road widening and new highways. While some interest was shown in relocating these structures for continued use as residences, the associated costs of acquiring a lot in the Markham area and relocating the structure were considered prohibitive.

The City of Markham requires that every effort be made to preserve heritage buildings on the sites where they were originally constructed. However, the City has recognized that situations may arise from time to time where the objectives of on-site conservation cannot be achieved. To retain significant residential heritage buildings which are under serious threat of loss, in 1988 the municipality created an innovative heritage conservation measure of last resort called “MARKHAM HERITAGE ESTATES”.

The Heritage Estates Concept

Markham Heritage Estates is a “heritage subdivision” specially designed to accommodate relocated heritage structures in a residential setting. A 7-hectare parcel of land near Highway #48 and 16th Avenue in Markham was acquired by the municipality in the late 1980s for Markham Heritage Estates. This unique community can accommodate up to 43 heritage structures which would otherwise be threatened with demolition. Appendix C provides the complete Vision Statement for Markham Heritage Estates.

Markham Heritage Estates was developed by the Town (now City), and the lots are sold below market value. The amount saved on the price of a lot provides the incentive for purchasers to relocate and restore these buildings. As the buildings can usually be purchased for a nominal fee, the cost of relocating and restoring a heritage structure can compete with the cost of a modern home.

The development features paved, fully serviced interior roads and an arrangement of lots that have no historical allusions or pretensions, but that provide a sense of space which these primarily rural dwellings had in their original locations. Fire hydrants and light standards were selected to complement the heritage building stock.

The buildings relocated to Markham Heritage Estates are restored to their original condition and any new additions are usually located to the rear and are compatible with the character of the heritage dwelling. Garages are detached and placed to the rear of the property. Landscape

enhancement is a crucial aspect in the establishment of a suitable heritage environment for each relocated building. Front yard landscape plans attempt to re-establish significant documented landscape features formerly associated with each building or attempt to introduce typical Markham landscape features which are judged to be appropriate to the building's style and period of construction.

The City has also prepared an overall landscape master plan for the community as well as individual lot landscape guidelines. To date, landscape plans have been well implemented and have enhanced the architectural restoration of the buildings

In order to be eligible for Markham Heritage Estates, the heritage building must:

- Be presently located within the boundaries of the City of Markham
- Be of significant merit as recommended by Markham Council
- Be the subject of a verifiable threat on its existing site.

Before any heritage building can be approved for relocation, it must be demonstrated that all options for on-site retention have been exhausted and demolition is imminent.

The main responsibilities of a resident of Markham Heritage Estates include:

- A five year residency requirement.
- Completion of the exterior restoration, additions and the first phase of the landscaping within the first year.
- Approval by the City of all future alterations and addition to the property.
- Participation in a historical plaquing program and an ongoing commitment to heritage conservation.

Markham Heritage Estates has had a positive effect on the greater community. The neighbourhood functions like a laboratory to demonstrate proper restoration and historic landscape approaches. Unlike heritage districts where restoration projects can be guided, at Markham Heritage Estates accurate restoration and sympathetic new construction is fundamental and a strict requirement. As a result, it has provided useful insight into techniques and costs involved in the restoration of such features as chimneys, verandas and historic windows, the application of fieldstone cladding to new foundations, and the construction of sympathetic additions and accessory buildings.

Some people have questioned the value of a heritage building once its context has been lost. Certainly, whenever a building is moved from its original site, it cannot be denied that contextual loss is significant. However, at Markham Heritage Estates, all other options for preservation had already been explored and had the buildings not been relocated, they would have been demolished or lost by neglect. Our hope is that the attractive presentation of preserved homes at the Heritage Estates will help developers and the broader community to understand that these types of buildings can be beautiful components of a community and more meaningful if properly cared for and retained on their original sites. It is important to remember that Markham Heritage Estates is just one of the conservation tools presently employed by the City in fulfilling its

objective of preserving its unique cultural heritage resources for the enjoyment of future generations.

When completed, the restored buildings assembled will comprise a rich, built legacy of once threatened, predominantly rural heritage dwellings indigenous to the City of Markham which will continue to serve a residential function for many years.

Administrative Guidelines

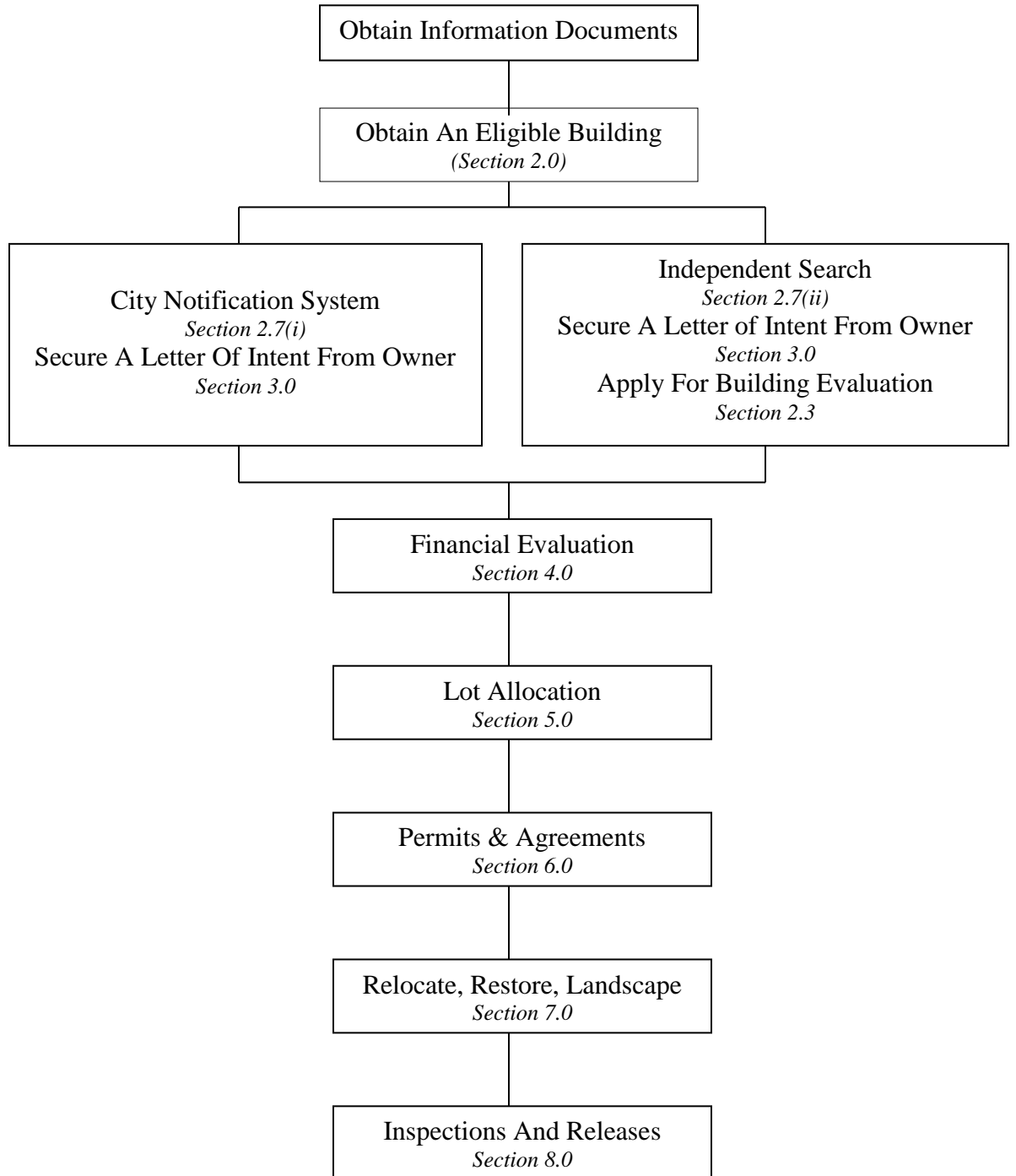
The City of Markham has provided these Administrative Guidelines strictly for the assistance of prospective purchasers, and shall not be held responsible for any errors or omissions in this package. The Guidelines that follow in this information package address typical questions concerning undertaking a relocation/restoration project at Markham Heritage Estates. If you require further clarification, please contact us:

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Planning and Urban Design Department
Development Services Commission
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905-477-7000, ext. 2585

heritage@markham.ca



APPROVAL PROCESS SUMMARY



1.0 OBTAIN INFORMATION DOCUMENTS

The first step towards becoming a resident of Markham Heritage Estates is to become familiarized with the Administrative Guidelines and Appendices that form this package.

Given that the process of obtaining an eligible building through to the eventual relocation can take many months, it is critical that all interested parties understand the necessary steps in the approval process. These steps are explained in the Administrative Guidelines.

Appendices to the Administrative Guidelines include information on the site plan application and restoration requirements, a directory of contacts, the Vision Statement for the Markham Heritage Estates Subdivision, a plan illustrating the lot layout at the Subdivision, information on potential financial assistance, lot prices, a housing profile guide and a budget work sheet.

Other documents which should be reviewed include the Landscape Design Guidelines and the applicable zoning by-laws.

2.0 BUILDING ELIGIBILITY

Buildings must be assessed to determine if they meet the basic eligibility requirements for Markham Heritage Estates. The following sections address:

- Markham’s Relocation Policy
- Geographic Eligibility
- Type of Building
- Cultural Heritage Value of the Building
- Threat of Loss Criteria
- Obtaining an Eligible Building

2.1 City of Markham: Relocation Policy

It is a principle of the City of Markham and the Ontario Ministry of Culture that all significant heritage buildings should be retained on their original site to maintain historical and contextual integrity. As per the policies of the Markham Official Plan, before a building can be approved for relocation, it must be ascertained that all options for on-site retention have been investigated. As such, relocation to Markham Heritage Estates must be a **proven last resort** for these structures.

“ONLY THOSE HERITAGE STRUCTURES THAT CANNOT BE SUCCESSFULLY RETAINED ON SITE, AND ARE OF SIGNIFICANT CULTURAL HERITAGE VALUE OR INTEREST WILL BE CONSIDERED BY COUNCIL FOR RELOCATION TO MARKHAM HERITAGE ESTATES.”

In order to satisfy this relocation policy, it must be ascertained that a significant heritage building cannot be successfully retained on site. Once a building has been evaluated as possessing architectural and/or historical significance (see Section 2.3; City of Markham’s Evaluation Process for Heritage Buildings), the following alternatives, in order of priority, must be exhausted prior to consideration for relocation to Markham Heritage Estates:

- Retention in situ in its original use: In a residential subdivision, it would be recommended that a heritage dwelling be retained in its place for integration into the residential community.
- Retention in situ in an adaptive re-use: In a residential subdivision, a heritage dwelling might be retained in its place for a community facility, day care centre, etc. In an industrial subdivision or a commercial site, a heritage building might be retained on-site for office space or restaurant use.
- Relocation within the development site area: A heritage building, if unable to be retained in situ, could be relocated to another location within the proposed development site area.

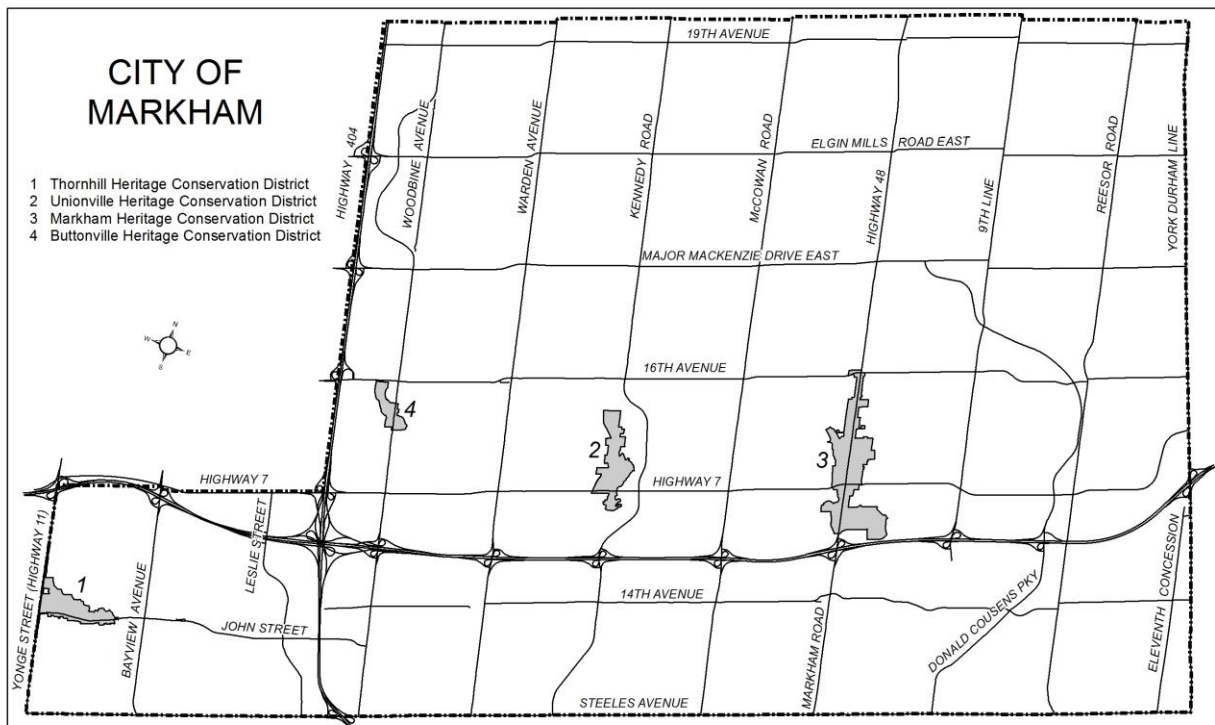
- iv) Relocation to a sympathetic site within the original geographic area: A heritage building, if unable to be retained in situ, and if interest is demonstrated, could be relocated to an available parcel at a particularly sympathetic site within the original geographic area, in order to maintain the general historical and contextual significance.

2.2 Geographic Eligibility

The first criterion of eligibility for Markham Heritage Estates is that the building be listed in the Markham Register of Property of Cultural Heritage Value or Interest. Buildings not listed in the Register may be considered if they appear to be of some historic and/or architectural merit. All candidate buildings must be located within the present boundaries of the City of Markham (Figure 2.2). However, Council may give consideration to threatened buildings from lands in the former Township of Markham on a case-by-case basis subject to such buildings being of Regional significance, scoring no less than 85 points on the City’s Threatened Buildings Index and being satisfied that no other threatened structure from within the boundaries of the City would be more appropriate for relocation to Markham Heritage Estates. Council has also established a limit of no more than two buildings from outside Markham boundaries.

Buildings presently located in a Heritage Conservation District (Thornhill, Unionville, Markham Village and Buttonville) or Heritage Conservation District Study Areas will generally not be considered eligible for Markham Heritage Estates.

Figure 2.2: The Boundaries for Eligible Buildings



2.3 City of Markham: Evaluation Process for Heritage Buildings

All buildings eligible for Markham Heritage Estates in accordance with Sections 2.1 and 2.2 must be evaluated using the City's of Markham's Evaluation Process for Heritage Buildings to determine their cultural heritage value.

Only those structures of significant architectural and/or historical merit will be considered for Markham Heritage Estates. Under the City of Markham's Evaluation Process for Heritage Buildings, buildings eligible for Markham Heritage Estates would fall into two categories:

GROUP 1: Those structures which are significant heritage components of the City and are excellent candidates for individual designation, AND WHICH CANNOT BE SUCCESSFULLY RETAINED ON SITE.

GROUP 2: Those structures, which exhibit heritage significance, but are not as significant as GROUP 1 buildings and may not merit individual designation, AND WHICH CANNOT BE SUCCESSFULLY RETAINED ON SITE.

2.4 Type of Building

Markham Heritage Estates was created as a refuge for the relocation of residential heritage buildings under serious threat of loss. In November 2004, Council amended its policy to permit no more than two non-residential buildings which could be relocated, restored to their original non-residential appearance and converted to residential use. The determination of eligible non-residential buildings would be on a case-by-case basis at the discretion of Council.

2.5 Threat of Loss

The eligibility criteria to enable buildings to be considered for the Markham Heritage Estates were amended by Council on December 8, 1992. For the purpose of evaluating threat of loss in relation to a heritage building being considered for possible relocation to Markham Heritage Estates, at the discretion of Council, regard shall be had to the following matters:

- a) the extent to which the building may be threatened with loss by virtue of incompatible land use in the immediate vicinity;
- b) the extent to which the building may be threatened with loss as a result of dislocation by public works, such as highway construction or major road widening;
- c) the extent to which the building may be actively used, but is threatened with loss through inadequate care and maintenance of important architectural details and significant building fabric;

- d) the extent to which the building is vacant and threatened with loss through lack of security provisions, active vandalism, and inadequate care and maintenance of important architectural details and significant building fabric;
- e) the threat of loss through the successful acquisition of a demolition permit;
- f) the extent to which enforcement of relevant by-laws and regulations of the City and other authorized public agencies could prove effective in overcoming the threat of loss; and
- g) the extent to which provision could be made for maintaining the building satisfactorily on its present site, or relocating the building to another secure location on the original property, in the immediate vicinity or to some other location in Markham deemed appropriate by Council; and
- h) the extent to which available funding and other forms of assistance and incentives are available and may be offered to maintain the building in its original location.”

2.6 Previous Lot Purchases at Markham Heritage Estates

On January 31, 2006, Council passed a resolution indicating that the number of times a person, and/or his or her spouse, can purchase a lot in Markham Heritage Estates be limited to one.

The issue of whether an individual who already has acquired a lot in Markham Heritage Estates should be permitted to sell their property and acquire another lot was of some concern to the municipality. The previous policies for the heritage subdivision did not prohibit this and it was noted that three individuals had already undertaken this option.

As the City offers lots at a reduced price, which represents a personal benefit to purchasers, there is the risk of perception of personal benefit arising from a public subsidy. While it is well acknowledged and understood that a reduced lot price is reasonable to offset the many costs and challenges in relocating and restoring a heritage house, the City subsidy can come into question if the same individuals are seen to be benefiting more than once.

If a situation arises where a significant heritage dwelling is threatened with loss and the only person interested in relocating the building to Markham Heritage Estates is a former/current Heritage Estates property owner, this policy can be waived at Council’s discretion, in that instance.

2.7 Finding An Eligible Building

Buildings eligible for Markham Heritage Estates can come to the attention of the individuals in two ways:

- i) **City Notification System**
The City, through the Heritage Section of the Planning Department, may keep a list of eligible buildings. These buildings have already been reviewed by staff and Heritage Markham, and have been adopted by Council resolution as buildings

eligible for the Markham Heritage Estates Subdivision. The Heritage Section can be contacted to obtain updated information on buildings that have been approved by Council.

The information provided will include the location of the building, some preliminary information, and the name of the owner's contact person. The interested party is responsible for contacting the owner and/or their representatives, arranging any necessary site visits and securing a Letter of Intent from the owner to sell the building in question to that interested party. (see Section 3.0)

The interested party may continue with the balance of the process only after a Letter of Intent has been secured. It should be understood that there may be a number of interested parties actively pursuing the acquisition of a specific building made available through the City Notification System.

The City of Markham, will under no circumstances become involved in the selection process of an interested party for a particular building. This choice is completely at the discretion of the owner. It is critical that all interested parties planning to use the City Notification System maintain contact with the Heritage Section on a regular basis, as owners may act on a first-come basis.

ii) **Independent Searches**

An interested party may choose to undertake an independent search for a threatened heritage dwelling within City boundaries and present it to the Heritage Section for consideration. The applicant must be able to demonstrate that the building cannot be successfully retained on site in accordance with the City's relocation policy as stated in Section 2.1 and is threatened as per Section 2.4. Before the evaluation process is initiated, the interested party must obtain a Letter of Intent from the owner of the building. In a number of cases, a building may appear threatened, but instead is to be retained and restored on site as part of an approved site plan application or plan of subdivision.

As "independent search" buildings have **not** been pre-evaluated and approved, the building must be examined using the formal approval process. The City of Markham's Evaluation Process for Heritage Buildings may take from four to six weeks to be completed by Heritage Section staff and involves a review by Heritage Markham, the City's heritage advisory committee.

The Building Approval Process by Council can take an additional four to eight weeks, and is explained in Section 2.5.

If the **building is not approved**, then the interested party must begin the search process again. If the **building is approved**, the interested party must demonstrate proof of their financial capacity to carry out the relocation and the restoration. If

the financial capacity is judged to be inadequate by Council, the interested party may attempt to find another building that may be less of a financial burden.

2.8 Building Approval Process

Once it has been determined that a building meets the basic eligibility criteria, then the building must be formally approved by Council.

The Heritage Section will present the completed building evaluation and any other supporting documentation to Heritage Markham, the City's heritage advisory committee, to obtain the committee's recommendation to Council. A staff report will be prepared for the Development Services Committee for their consideration and recommendation to Council. This approval process can take four to eight weeks.

3.0 SECURE A LETTER OF INTENT

As outlined in Section 2.0, a Letter of Intent from the owner of the threatened building will be required to demonstrate that the building is being provided to only one interested party. The Letter of Intent should state the owner is willing to provide the building to the interested party on the condition that: 1) the building is approved by Council for Markham Heritage Estates, and 2) the interested party demonstrates the necessary financial capability to undertake the project.

A sample of an acceptable Letter of Intent appears below:

	J.J. DOE PROPERTIES LIMITED P.O. Box 3807 Markham, ON
	July 12, 2007
The Smith Family 12 AppleTrail Markham, ON	
Dear Mr. & Mrs. Smith:	
RE: Heritage Building 29687 Black Avenue, Part Lot 23, Concession 33 Markham, Ontario	
This letter will confirm that J.J. DOE PROPERTIES, the owner of the above-noted property, intends to provide the heritage building located upon that property to Mr. Smith subject to the fulfillment of the following conditions:	
i) the City of Markham is satisfied that the structure is threatened and cannot be successfully retained on site; and,	
ii) that the building is evaluated by the City of Markham, and is deemed to be of significant merit to be relocated to Markham Heritage Estates; and,	
iii) that you are approved by the City of Markham to purchase a lot in Markham Heritage Estates.	
This letter will also confirm that you are the only interested party who has secured a letter of intent from J.J. Doe Ltd., the owner of the above-noted property. For the purposes of this transaction, your contact will be _____, who can be reached at _____.	
Yours truly,	

4.0 FINANCIAL CAPABILITY EVALUATION

To ensure that an applicant has the financial resources to undertake a relocation and restoration project of this magnitude, a financial capability evaluation is undertaken by the City based on the following information:

- i) Budget Proposal
Estimated costs of the following:
 - * purchase of the lot
 - * relocation and restoration costs
 - * any proposed additions or accessory buildings
 - * insurance and application and permit fees
 - * legal and consultant fees
 - * historic landscaping

- ii) Time Line
Estimated timing of the following:
 - * relocation
 - * restoration/ construction
 - * landscaping

- iii) Proof of Financing Capability:
 - * Credit Check
 - * a statement from a recognized financial institution certifying mortgage qualifications.

4.1 Budget Proposal Information

The cost of relocating and restoring a house in Markham Heritage Estates can vary greatly depending on the type of project proposed. For example, buildings constructed of wood are typically less expensive to relocate than brick buildings because they are lighter. Also, buildings that are in relatively poor condition will require more extensive restoration work than a building that is relatively intact.

When you begin to consider a relocation/restoration project of this nature, it is very important that you think about all the budget items (identified below) to obtain a realistic understanding of the overall cost.

If you have already secured an approved building and are ready to enter the financial capability evaluation process, it is critical that you obtain estimates from qualified professionals in order to provide the necessary documentation for mortgage or other financial negotiations.

For your convenience, a Budget Working Sheet and information on financial assistance are included in the appendices. **You will also need to submit the “Authorization to Release Information” form.**

4.1.1 Lot Cost

The City offers reduced lot prices. When the City created the heritage subdivision, Council priced the lots below market value as an incentive for purchasers to relocate and restore the City's threatened heritage resources. The City has attempted to strike a reasonable balance between typical market value and the ongoing desire to discount lot prices to encourage individuals to take on projects of this nature.

Council has delegated to the CAO authority to review and update lot pricing in the Heritage Estates Subdivision. The current pricing continues to represent a significant discount in comparison to true market value, as an incentive for heritage preservation.

Generally, the smaller lots will be reserved for the smaller buildings and applicants who do not require substantial additions. The medium and large lots will be allocated based upon the criteria identified in Section 5.0: Lot Allocation.

Appendix 'H' provides the current price list for remaining lots in Markham Heritage Estates. The lot prices are subject to periodic adjustments for inflation. The Federal Goods and Services Tax must be added to the prices shown. Applicants should also include Land Transfer Tax in their calculations. A \$3,000.00 landscaping fee is included in the lot price. This fee will be returned to the applicant upon completion of the first portion of the approved landscaping plan (see Section 7.3).

As the lots are sold below market value, the City uses a forgivable mortgage mechanism to prevent property speculation and individuals "flipping" the property. The principal amount of the mortgage is 50% of the lot price and is registered on the property title. **There is no interest and the mortgage is forgivable annually over a five-year term** (reduced 20% per year). The Finance Department reduces the mortgage amount annually and the mortgage is discharged after five years **conditional upon the owner fully complying with the terms of the Site Plan Agreement**. This mechanism only affects the property owner if they choose to sell the property within the five-year period. Based on a review of the history of Markham Heritage Estates, no one has left within the five-year period and the majority of residents continue to own their property.

4.1.2 Moving Costs

The cost of relocating a structure will depend on a number of factors including the following:

- * the weight of the building
- * the size of the structure
- * the type of construction

- * the route chosen and the distance of the move.

Additional expenses will include:

- * the cost of a pre-move inspection
- * police escort on the day of the move
- * permits and permit fees (oversize Road Occupancy Permits from the City, Region of York and Ministry of Transportation)
- * lifting services for the following: Powerstream, Hydro One, Rogers Cable, FCI Broadband, Bell, traffic signals etc.

The applicant is responsible for the coordination of all of these services. It should also be noted that only the wire owners are authorized to lift their own wire (ie. Powerstream will not lift Hydro One lines). Careful planning is required to facilitate a smooth move. Most of the authorized agencies are included in the Directory of Contacts for your convenience. Applicants should also note that during half load season (March 1 to May 1), the moving of houses will not be permitted on certain roads.

Generally, for the purpose of the budget exercise, the following estimates of moving costs may be used. When completing a budget for the financial evaluation process, the applicant is encouraged to obtain quotes from professional house movers. For especially complex routes or for oversized, overweight buildings, these estimates may increase.

- 1 storey frame: \$30,000.00 – \$60,000.00
- 2 storey frame: \$40,000.00 – \$75,000.00
- 1 storey brick: \$30,000.00 – \$90,000.00
- 2 storey brick \$60,000.00 – \$110,000.00

Some movers may quote lower than those prices shown. This should not be interpreted as lower quality work, but the applicant is encouraged to seek out past clients to ensure satisfaction.



4.1.3 Insurance

The building mover should provide insurance while the building is in transit. Prior to any movement of the structure, the City must be provided with an insurance certificate in the amount of at least \$5,000,000.00 in both liability and collision coverage and naming the City as a co-insured party. The building owner is responsible for fire and vandalism coverage before the building is set on its foundation and inhabited. Certification of insurance is required before an oversize load permit can be granted by either the Region of York or the City of Markham.

4.1.4 Restoration Costs

For the purpose of the budget exercise, the following rates may provide an approximate amount in determining the total restoration cost:

- poor condition: \$160.00 per sq. ft.
- fair condition: \$130.00 per sq. ft.
- good condition: \$115.00 per sq. ft.
- excellent condition: \$90.00 per sq. ft.

Most of the buildings will likely fall into the poor and fair categories. If any additions are proposed, they may be calculated at a rate of \$160.00 per sq. ft.

Applicants are encouraged to obtain a preliminary quote from a qualified professional as to the estimated restoration cost, and include this information as a part of the documentation. Any labour to be performed by the applicant should be broken down as such, with an appropriate labour wage assigned to it. All professional fees should be included as a part of the overall restoration estimate.

Applicants should be aware of other miscellaneous costs associated with the restoration work such as the production of scale drawings and landscape plans that are required at the site plan approval stage, and other professional fees. Applicants should also be aware of costs involved in securing the building prior to relocation, such as boarding and preventative maintenance.

4.1.5 Landscaping/Grading Costs

The amount spent on landscaping the selected lot will vary with the level of work desired by the applicant. However, the applicant should be aware that a historic landscaping plan must be approved for the front of the property prior to receiving site plan approval, and that the Phase 1 landscaping (front yard) must be executed within the year of the relocation of the building. The historic landscape plan will be guided by the Landscape Design Guidelines.

Applicants should note that the lot price includes a \$3,000.00 allowance for the Phase 1 landscaping (see Section 7.3).

Items to be included in the landscaping estimate should include professional fees, materials and labour.

Generally, an estimate \$9,000.00 to \$15,000.00 may suffice for a medium landscaping effort, which would include the production of a landscaping plan for the approved lot. More elaborate efforts may be estimated accordingly.

In preparing the financial evaluation package, a quote from a qualified landscape architect is preferred.

The applicant will be required, as part of the site plan application, to have a grading plan prepared by a consulting engineer. A deposit a \$5,000.00 (Letter of Credit or Cash) is required to ensure that the lot grading and sodding of the lot is completed as per the approved grading plan. A Letter of Credit is also used to ensure that the building is restored and the landscape is installed as per the approved plans.

4.1.6 Professional Fees and Charges

Professional fees that may be encountered include the following:

- fees for a house inspection if required by a financial institution,
- legal fees for the review of the Purchase and Sale Agreement or other agreements required by the City of Markham
- architect or designer fees for the preparation of the building elevations, site plan, and the restoration
- landscape architect or designer fees for the landscape plan
- consulting engineering fees for the preparation of the grading plan
- Site Plan Control Application fee and Building Permit Fee
- Letter of Credit or submit the full amount of the financial security to the City (\$2.50/sq. ft.)

4.2 Time Lines

The applicant is to provide to the City an estimated time line to indicate when the relocation, restoration and landscaping is likely to occur.

4.3 Financial Capability

Individuals wishing to purchase a lot in Heritage Estates must satisfy the City as to their financial capability. In the past, this has typically been based on a letter from the applicant summarizing their financial status, attaching a budget to undertake the lot purchase, heritage relocation and restoration project, and attaching a letter from a financial institution attesting that the applicant qualifies for a mortgage in a sufficient amount to undertake and complete the project. This material is then forwarded to Council in a confidential report, and Council must confirm satisfaction with the applicant's financial ability before the lot sale can proceed.

Council, on the advice of the Finance Department, may now require an additional step be undertaken by staff to determine the financial ability of a prospective purchaser. The City subscribes to a credit check service and undertakes a credit check on each prospective

purchaser (at the discretion of the Treasurer). This is to protect the City's interest relative to possible delays or incompleteness of a restoration project by a purchaser of a lot in the Heritage Estates, given the risks and often unpredictable costs associated with relocating and restoring a heritage house.

It has been noted by a number of Heritage Estates homeowners that in reality their costs were much higher than those reflected in their initial budget estimates. Property owners at Heritage Estates may also be subject to higher operational and maintenance costs (i.e. heating and air conditioning costs due to limited insulation and single pane heritage windows, ongoing maintenance of wood heritage features such as wall cladding, soffit, fascia, porches etc). The credit check will assist the City, and applicants, in confirming financial capability.

Applicants are required to complete an “**Authorization to Release Information**” form to allow the City and/or its agent to conduct a verification of their personal financial background. (see Appendix E).

4.4 Approval Process

The applicant should submit their Financial Capability Evaluation submission to the Heritage Section of the Planning and Urban Design Department. The submission should include a budget, a timeline, proof of financing capability and a completed ‘**Authorization to Release Information**’ form. The information will then be forwarded to the Finance Department for review. The City will undertake a Credit Check, at the discretion of the Treasurer, on prospective purchasers.

A confidential staff report will be prepared for consideration by the General Committee. The report will address:

- 1) the allocation of a specific lot for purchase (Section 5) as the applicant must be aware of the lot cost for budget purposes, and
- 2) the financial capability of the applicant given the information submitted.

The applicant will be invited to the meeting and may provide further information. The General Committee, upon reviewing these documents, will recommend to Council if the applicant has demonstrated the financial capacity to successfully relocate and restore the heritage building.

If the applicant is approved, the process can proceed to site plan approval and restoration plan review.

5.0 LOT ALLOCATION

5.1 Selection of a Lot

The applicant will work with Heritage Section staff to determine the most appropriate lot for the subject dwelling. The applicant will be asked to provide the following information:

- i) the applicant's lot preference;
- ii) a conceptual site plan illustrating the desired lot, the approved building and any proposed additions or accessory buildings;
- iii) all relevant information and site requirement statistics.

Although the applicant may indicate a preference, final selection of a lot is at the City's discretion.

Information considered by City staff, in recommending a lot, will include the following:

- overall streetscape of subdivision
- date and style of construction
- compatibility with adjoining structures
- size of structure versus lot size
- exterior wall construction material
- original siting of the building
- height
- unique architectural features
- proposed additions
- lot(s) preferred by applicant
- subdivision phasing.

5.2 Approval Process

A recommendation on lot allocation is usually included in the staff report on Financial Capability. Once approved, the applicant will be required to enter into an Agreement of Purchase and Sale with the City.

6.0 PERMITS AND AGREEMENTS

Once the financial capability approval has been secured and a lot has been selected, the applicant must obtain the necessary permits and successfully relocate the structure to the approved lot. The applicant will execute all necessary agreements and provide guarantees in order to ensure that the house and lot remain in the condition approved. These permits and agreements will include the following:

Permits/Agreements	Department/Section
<u>Purchase of Lot</u> <ul style="list-style-type: none"> • Agreement of Purchase and Sale 	<ul style="list-style-type: none"> • Legal Services
<u>Design Approvals</u> <ul style="list-style-type: none"> • Site Plan Application and Agreement • Landscape Plan Approvals • Security to Guarantee Completion • Grading Approvals • Site Plan Agreement 	<ul style="list-style-type: none"> • Planning & Urban Design • Planning & Urban Design • Planning & Urban Design • Engineering Department • Legal Services
<u>Relocation of Building</u> <ul style="list-style-type: none"> • Local Road Permits • Regional Road Permits • Proof of Insurance (early move) • Demolition Permit (removal from foundation) • Surveyor Report re: finished floor heights relative to grading 	<ul style="list-style-type: none"> • Community Services - Operations • York Region Roads • Legal Services • Building Standards • Engineering/Building Standards
<u>Restoration of Building/New Construction</u> <ul style="list-style-type: none"> • Building Permits • Certificate of Occupancy • Notice of Project (>\$50,000) 	<ul style="list-style-type: none"> • Building Standards • Building Standards • Ministry of Labour
<u>Protection of Heritage Building</u> <ul style="list-style-type: none"> • Designation By-law • Heritage Easement Agreement 	<ul style="list-style-type: none"> • Planning (Heritage Section) • Planning (Heritage Section)

6.1 Agreement of Purchase and Sale

The Agreement of Purchase and Sale identifies the various terms and conditions involved with the acquisition of a lot in the Heritage Estates subdivision. As stated in the Agreement of Purchase and Sale, the building owner is committed to the following:

- to complete the purchase of the lot from the City;

- to own and reside in the house for a period of at least five (5) years;
- to move the house to the approved lot, to complete the exterior renovations, and to complete Phase 1 of the lot landscaping within a period of one year from the date of purchase. If this condition is not fulfilled, the City reserves the right to complete any outstanding work and add the cost of such work to the municipal taxes;
- to submit **all** proposed work (now and in the future) to the City for approval prior to construction;
- to carry out all restoration plans as approved; and
- to participate in special programs for Markham Heritage Estates such as plaquing and exterior photography.

A sample Agreement of Purchase and Sale is attached as Appendix ‘I’.

6.2 Forgiveable Mortgage

As the lots are sold below market value, the City uses a forgiveable mortgage mechanism to prevent property speculation and individuals “flipping” the property. The principal amount of the mortgage is 50% of the lot value and is registered on the property title. There is no interest and the mortgage is forgiveable annually over a five year term (reduced 20% per year). The Finance Department reduces the mortgage amount annually and the mortgage is discharged after five years **conditional on the owner fully complying with the terms of the Site Plan Agreement**. This mechanism generally only affects the property owner if they choose to sell the property within the five year period or they have not completed obligations.

6.3 Site Plan Approval

A Site Plan Agreement between the applicant and the City must be executed before the heritage building may be relocated to Markham Heritage Estates. The site plan approval process normally takes approximately eight (8) weeks to complete.

Applicants are advised to contact the Planning Department in order to review the applicable zoning by-law, to obtain the guideline package for Site Plan Approval and to determine the most appropriate siting of the house on the approved lot. Applicants should also review the Building Restoration Guidelines and the Building Design Guidelines for New Construction.

A complete submission includes a legal survey and eight (8) copies of full size drawings of the site plan and building elevations (for the buildings), with a reduction of each and the completed application form and fee. The heritage requirements of the submission are explained in detail in **Appendix ‘A’ – Restoration Plan** and need to be detailed on the plans. An approved landscape plan is also required as part of the Agreement.

It is important to illustrate the location of buildings and driveways on adjacent lots as part of the site plan submission. Where the adjacent lots are not occupied, typical dwelling and accessory building locations should be estimated on the drawings. Abutting, parallel driveways are to be avoided so that strips of “dead space” are not created. All proposed

building locations should be sympathetic to existing building on neighbouring lots. Minimum zoning requirements should be taken as mandatory, but not necessarily preferred. It is often desirable to allow the buildings greater “breathing space”.

Water, sewage, electrical and gas connections should be verified and excavated by qualified professionals.

The applicant will be required to prepare a detailed grading plan for the lot. The grading plan shall be in conformance with the City’s grading standards and the overall grading plan for the Subdivision. The standards and design grades are obtainable from the City’s Engineering Department. All drawings shall use Metric measurement and scales (or dual dimensions).

Approval of the Site Plan Application has been delegated by Council to the Director of Planning and Urban Design.

6.4 Letter of Credit/Financial Security

A financial security (letter of Credit or cash) will be submitted to the City as a site plan approval requirement to guarantee completion of approved works. The financial security is calculated at \$2.50/sq.ft. The financial security will be returned when the following works **have been completed as per approved plans:**

- lot grading and sodding
- landscape plan
- restoration of dwelling
- new construction.

In addition, the forgivable mortgage will not be discharged until the owner fully complies with the terms of the Site Plan Agreement (see section 6.2).

6.5 Building Permits

Building Permits are obtained from the Building Standards Department and are required for the demolition of the old foundation, the construction of the new foundation, possibly for some interior work and for any new additions to the subject building. An accessory building (garage) will also require a Building Permit.

Planning and Building Standards staff will compare the approved site plan and elevations (from the Site Plan Agreement) with the submitted Building Permit drawings to ensure conformity.

A ‘certificate of occupancy’ is also required from the Building Standards Department prior to occupying the heritage structure and prior to the commencement of the five-year forgivable mortgage term.

6.6 Surveyor’s Report – Foundation Heights

To ensure that the finished floor heights and amount of exposed foundation reflects the original heritage building, prior to lowering the house onto the foundation, **the City**

requires the owner to submit a surveyor's report or an equivalent confirmation of height acceptable to the City confirming that the finished floor height is in conformity with the approved grading plan. This information will provide City staff with the opportunity to confirm that the appropriate foundation exposure above the approved grade will be achieved to ensure design compatibility with the remainder of the heritage neighbourhood.

6.7 Notice of Project – Ministry of Labour

If you are taking part in the construction component of the project, you should be aware of the requirements of the Ministry of Labour (see Appendix K). The *Occupational Health and Safety Act* defines a 'constructor' as a person who undertakes a construction project for an owner. In some cases, the owner is also the project's 'constructor'. As the project owner, you also take on the duties of the 'constructor' if you undertake all or part of the project, either by yourself or by contracting work out to more than one contractor or employer. If you hire only one 'contractor' to do all the work, or act as your general contractor, then that person takes on the responsibilities of the 'contractor'.

There are legal duties of a 'constructor' including ensuring that a Notice of Project is sent to the Ministry of Labour if the total cost of labour and materials for the project is expected to be more than \$50,000. Ministry of Labour inspectors have wide powers and can stop your project. There are also penalties that can be imposed. Please ensure that you read the brochure in Appendix K.

6.8 Designation and Heritage Easement Agreement

To protect the heritage attributes of the relocated building, the exterior and, on occasion, the interior elements will be designated pursuant to *Ontario Heritage Act* by the City of Markham. The owner will also be required to enter into a Heritage Easement Agreement with the City to provide additional protection. Information on designation and easements is provided in Appendix J.

6.9 Other Agreements/ Requirements

On rare occasions, the original owner of the heritage building may need to clear his site to begin work on a project. If it is necessary to relocate the heritage building in advance of receiving Site Plan Approval, the City will require the applicant to purchase the lot prior to the relocation of the dwelling. In addition, the Agreement of Purchase and Sale will be modified to indicate that the final placement/ orientation of the dwelling on the lot will be subject to the Site Plan Approval drawings and Site Plan Agreement. This may necessitate the dwelling to be further moved on the lot as required.

7.0 RELOCATION, RESTORATION AND LANDSCAPING

7.1 Relocation

The process of relocating a building, as discussed in Section 4.1.2; Moving Costs, involves a number of different factors that are unique to each building. It is recommended that the applicant consult a number of different building movers to obtain quotes and review past examples of their work. The applicant should ensure that the mover has some past experience working with the particular demands of heritage buildings. Generally, the building relocation season is short, and movers are very busy. A notice period of four to six months is common. The Directory of Contacts provided in this guide includes the names of area building movers who are known to have relocated heritage buildings in Markham.

Prior to obtaining a quote from a building mover, it is recommended that the applicant have the home inspected by a qualified professional, such as an architect or engineer. They will be able to comment on how the structural integrity of the building will be affected by the relocation, and may be able to predict difficulties. **The City of Markham will not consider the dismantling of heritage buildings for reconstruction in Markham Heritage Estates.**

As such expertise will be necessary later on in the restoration process; it is recommended that this inspection be carried out by the professional you have chosen for the entire project. This provides the ideal opportunity for the professional to become familiar with the building prior to its relocation.

The building owner is responsible for the coordination of all of relocation services such as:

- obtaining the necessary permits
- service connections
- arranging for all necessary wire and traffic signal lifts, and
- police escort on the moving day.

Applicants should note that only the wire owner is authorized to lift the wire (ie. Powerstream will not lift Hydro One lines). Careful planning is required to facilitate a smooth move. York Region officials, have indicated that the relocation of buildings using Regional roads should be undertaken during non peak times (certain times of the day and certain day of the week). Included in the Directory of Contacts is a list of contact names for most of the services required.

Incoming buildings must be deemed (or made) structurally sound when placed on lots. Once on the lot, the owner is expected to secure the building by way of temporary fencing and to make frequent inspections of the structure to ensure safety. Once excavation of a foundation has commenced, the affected area must be secured by way of temporary fencing.

7.2 Restoration

The Heritage Section of the City of Markham must approve all restoration plans. Scale drawings must be provided that indicate the materials and specifications to be used in all restoration work. The plans must be prepared by a qualified professional, and must comply with the Ontario Building Code. (See Appendix ‘A’ – Restoration Plan).

Exterior restoration work must be completed within the first year from the date of purchase of the approved lot. All exterior work must also comply with the Markham Heritage Estates Restoration Guidelines and the approved site plan. The original exterior should be restored to as close to the documented original as possible, although exceptions may be made in extreme circumstance.

In some cases, the approval of a building for Markham Heritage Estates will be conditional upon the conservation of interior elements. In such cases, interior restoration plans will also be submitted for approval, and the Ontario Heritage Trust’s restoration guidelines for interior elements will be applied to all submitted plans.

To ensure that the finished floor heights and amount of exposed foundation reflects the original heritage building, once the building mover has set the house to its finished height, an Ontario Land Surveyor shall confirm the height and location of the house prior to the foundation being completed. This information will provide City staff with the opportunity to confirm that the height is in conformity with the approved grading plan and appropriate foundation exposure above the approved grade will be achieved to ensure design compatibility with the remainder of the heritage neighbourhood.

7.3 Additions/New Construction

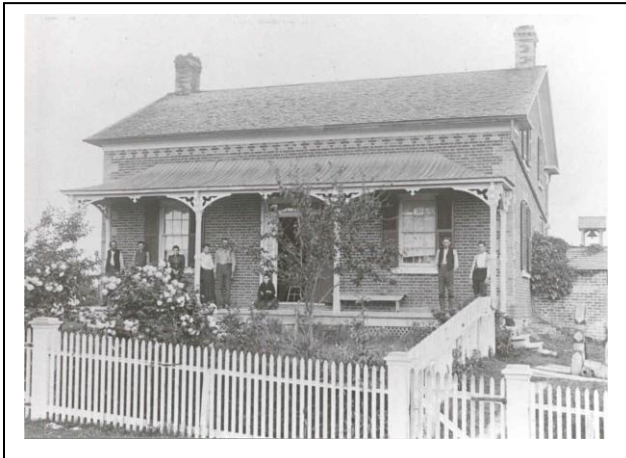
As many of our heritage buildings are small by modern standards, lot sizes were designed to allow additions and garages. The design of any proposed addition must be approved by the City and will be evaluated based on the following principles:

- the original house should remain the dominant visual feature of the completed whole
- the original roof line should not be compromised
- the choice of materials for the addition should be sympathetic, but not identical in order to differentiate the original from the new, and
- detailing such as windows, doors and trim should be compatible with the original heritage building.

Applicants who are planning additions or new accessory buildings (garages) must consult the “Building Design Guidelines for New Construction” and Zoning By-law 1229, as amended, for development standards.



Before and After



7.4 Landscaping

The City of Markham must approve all landscaping plans. Plans are submitted to the Planning and Urban Design Department as a condition of Site Plan Approval. The plans may be reviewed by Heritage Markham and approved by the Urban Design/Landscape staff. Scale drawings must be provided that indicate the materials and specifications to be used in all landscaping work, including driveways. The landscape plan must comply with the Landscape Guidelines for Markham Heritage Estates.

Landscape development and enhancement is a crucial aspect in the establishment of a suitable heritage environment for the relocated building. Attempts may be made to re-establish significant, documented landscape features around each building or to establish typical Markham landscape features that are judged to be appropriate to the building's architectural style and period of construction.

Phase 1 landscaping (front yard) must be carried out within the first year from the date of purchase of the approved lot, with extensions permitted for seasonal constraints. The City of Markham agrees to pay the owner a maximum of \$3,000.00 against accepted invoices for planting in accordance to the approved landscape plan.



8.0 INSPECTION AND RELEASES

When the building has been successfully relocated, the exterior restoration and the property landscaping is complete, the owner can apply for the return of security held by the City. These may include specific letters of credit, the monies to be released for the Phase 1 landscape treatment (\$3,000.00) and the release of the standard Site Plan Approval Letter of Credit. The letter of credit or financial security is calculated at \$2.50/sq.ft. of the total area of the dwelling and addition as well as any accessory building.

The combined standard Letter of Credit will only be released when **all City departments** are satisfied that the work has been undertaken as per approved plans.

Engineering

When the grading and sodding of the lot have been completed per the grading plan approved by the City of Markham, the applicant may apply to the City for the release of the Engineering component of the standard Letter of Credit.

The Engineering Department will inspect the lot and abutting right-of-way and determine if the works have been completed per the plan and in accordance with engineering standards and criteria. If the grading of the lot has been completed to the City's satisfaction, this component of the Letter of Credit will have been cleared. If there are problems, the Engineering Department will notify the applicant of any deficiencies to be corrected prior to a re-inspection of the lot.

Landscape

When the landscape features, both hard and soft, have been completed as per the approved landscape plan, the applicant may apply to the City for release of this component of the standard Letter of Credit. The \$3,000.00 credit for planting in accordance with approved plans can be released once invoices have been reviewed and approved by Urban Design/Landscape staff.

Restoration/New Construction

The applicant may apply to the City for release of this component of the Letter of Credit once the original house has been restored and any new construction completed as per the approved Site Plan Agreement (or any subsequent alterations approved by staff).

9.0 SUMMARY OF KEY PROCEDURES

Main Tasks	Responsibility	Review and/or Approval	Approx. Timeframe
Identify a suitable heritage building	Applicant	Owner of building	Unknown
Secure a Letter of Intent	Applicant	Owner of building	Unknown
Determine building eligibility	Heritage staff evaluates building and reviews supporting documentation	Heritage Markham, Development Services Committee & Council	4-8 weeks
Financial Capability Evaluation	Applicant, Finance Department staff	General Committee & Council	4 weeks
Lot Allocation	Heritage staff in consultation with applicant and other City staff	General Committee & Council (usually combined with Financial Review)	2-3 weeks
Agreement of Purchase and Sale	Applicant in conjunction with Legal Department	Legal Department	2-3 weeks
Site Plan Approval Agreement and Restoration Plan	Applicant	City staff, Heritage Markham, Director of Planning & Urban Design	6-8 weeks
Building Permits	Applicant	Building Standards Department	6-8 weeks
Grading	Applicant, Engineering Consultant	Engineering Department	1-2 weeks 1-2 weeks
Relocation of building	Applicant/Mover	Various Agencies	Unknown
Survey-Foundation/ Finished floor	Applicant, Surveyors	Heritage Section, Engineering	1 week
Restoration of Building Landscape Treatment	Applicant/Specialists	Periodic staff review and approval	To be completed at end of year one
Certificate of Occupancy	Applicant	Building Standards Department	2 weeks

APPENDICES



APPENDIX A – RESTORATION PLAN: A COMPONENT OF SITE PLAN APPROVAL

All buildings to be relocated to Markham Heritage Estates are subject to the City’s Site Plan Approval process. As part of this process, a detailed restoration plan based on a thorough examination of historical, physical, pictorial, oral and documentary evidence will guide the repair and preservation of the heritage building.

The Restoration Plan will take the form of detailed building elevation drawings and explanatory notes. This information will be used to evaluate the application and will become a component of the Site Plan Agreement with the City.

If specific architectural elements or features of the building are to be replicated or reconstructed, individual scale drawings will be required. These specific features may include chimneys, verandas, windows, doors, bargeboard or other decorative features.

The City’s Building Restoration Guidelines and Building Design Guidelines for New Construction should be reviewed prior to the preparation of your submission.

The following information will be required:

1.0 Restoration Plan for a Relocated Structure

1.1 Cleaning:

⇒ If the building has brickwork and it is to be cleaned, indicate what treatment is proposed (certain treatments are not supported).

1.2 Foundation Treatment:

⇒ Indicate the foundation materials to be used (ie. Concrete block faced with fieldstone, reclaimed fieldstone selected and laid to approximate the original, etc.).

⇒ Indicate the amount of foundation to be exposed from ground to the bottom of the relocated building.

⇒ Indicate the type of mortar to be used for fieldstone or fieldstone facing.

1.3 Exterior Wall Material:

⇒ Indicate if original material is to be retained and if not, justify why it must be replaced and specify the replacement material and dimensions.

⇒ Indicate the colour if repointing of mortar is required and the composition of the existing mortar including colour.

1.4 Roofing Material

⇒ Indicate the type and size of shingles (eg. 3/8 tapersawn western cedar shingle with a 4 ½ inch weather).

1.5 Chimneys

⇒ Indicate the design and size of all chimneys.

⇒ Indicate whether the chimney is a restoration, replication or approximation of the original.

1.6 Window Treatment

⇒ Indicate those windows to be restored, those to be replicated to match the original or to be replaced with a reclaimed period window.

1.7 Door Treatment

⇒ Indicate those doors to be restored, those to be replicated to match the original or to be replaced with a reclaimed period door.

⇒ Indicate any wooden screen doors to be used.

1.8 Decorative Features

⇒ Indicate any decorative features (such as shutters, dentils, brackets, fretwork, bargeboard, porch columns etc.) and whether they are to be restored or reproduced.

⇒ Indicate placement, size, design and dimensions of decorative features.

1.9 Paint Colour

⇒ Indicate the paint colour of all surfaces to be painted (ie. Window frames, trim work, cladding, porches etc.).

2.0 Additions and Accessory Buildings

Indicate whether the proposed addition to the main structure or the accessory building is new construction or a relocated structure to be restored. If the building is the latter, provide the information required under Section 1.0 (Restoration Plan for a Relocated Structure). If the building is to be constructed of new material, provide the following information.

2.1 Foundation Treatment

⇒ Indicate the foundation materials to be used (eg. concrete block faced with fieldstone, reclaimed fieldstone selected and laid to approximate a later addition).

⇒ Indicate the amount of foundation to be exposed from ground to the bottom of the building's cladding.

⇒ Indicate the type of mortar to be used for fieldstone or fieldstone facing.

2.2 Exterior Wall Material

⇒ Indicate the type of exterior wall material to be used and any relevant dimensions specifically for wooden cladding.

2.3 Roofing Material

⇒ Indicate the type, dimensions and colour of shingles.

2.4 Chimneys

⇒ Indicate the design and dimensions of all new chimneys.

2.5 Window Treatment

- ⇒ Indicate the design, material and dimensions of all windows including storm windows.
- ⇒ Indicate details if reclaimed windows are to be used.

2.6 Door Treatment

- ⇒ Indicate the design, material and type of doors to be used including garage doors.
- ⇒ Indicate details if reclaimed doors are to be used.
- ⇒ Indicate any screen doors and design treatment.

2.7 Decorative Features

- ⇒ Indicate any decorative features to be used (ie. Shutters, porch columns etc.).
- ⇒ Indicate placement, design and dimensions of these features.

2.8 Paint Colour

- ⇒ Indicate the paint colour of all surfaces to be painted (ie. Window frames, trim work, porches, cladding etc.)

3.0 Consultation

Questions concerning the above requirements may be directed to Heritage Section staff.



APPENDIX B – DIRECTORY OF CONTACTS

City of Markham

You can reach any department at the City simply by contacting the main switchboard number 905-477-7000. Once the call is answered by the automated system, press the extension number of the department you wish to reach. You don't have to listen to the complete recording; you can press the extension number as soon as the recording starts if you wish.

Planning and Urban Design Department:

Heritage Section	ext. 2585
Urban Design –Landscape	ext. 6900

Engineering Department:

General Inquiries	ext. 3610
Lot Grading	
Inspections	

Building Standards Department:

Zoning	ext. 7999
Permits	
Inspections	

Street Services Department:

Oversize Load Permit	ext. 4866
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Legal Services Department:

Lot Purchase	ext. 2190
Agreements	

Region of York:

Engineering (Oversize Load Permit	ext. 905-830-4444
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Ministry of Transportation:

Maintenance Office District #6	416-235-5392
5000 Yonge Street, 1 st Floor	
Willowdale, ON M2N 6E9	
(moving buildings on Provincial Highways)	

Powerstream:

Moving hydro lines	905-477-3810
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Hydro One:

Moving hydro lines	1-800-664-3377
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Bell Utilities:

Moving Bell lines 416-296-6473
Jason.daniel@bell.ca

Guild Electric:

Traffic signals on Regional Roads 416-752-6380

Rogers T.V. Cable:

Moving Communication Wires 905-780-7263
Cliff.Burdeyney@rci.rogers.com

FCI Broadband:

Moving Communication Wires 416-917-8602
GBarclay@Corporate.FCIBroadband.com

AT & T Canada:

Moving Communication Wires 416-345-2000

York Regional Police:

Police escort – pay duty officers 905-881-1221

Ontario Provincial Police:

Police escort – pay duty officers 1-888-310-1122

Ministry of Labour:

If project exceeds \$50,000.00 416-954-5900

Building Movers

While this list includes building movers known to be operating in the Markham area at the time of printing, it is not necessarily all inclusive, and should not be perceived as a referral or recommendation.

Johnston House Movers 1-705-437-2893

Laurie McCulloch (Whitby) 905-728-0884

Other Information and Telephone Numbers:

As a courtesy, it is important to notify the following of your Route, Time and Date of the Move.

York Region Transit 905-762-2100 (Dispatch)

TTC 416-393-4636 (Dispatch)

GO Transit 416-869-3200 (Dispatch)

Fire Department 905-415-7521 (Dispatch)

Ambulance

1-800-668-7821 (Dispatch)

APPENDIX C – VISION STATEMENT

MARKHAM HERITAGE ESTATES SUBDIVISION – VISION STATEMENT

1. **Intent of Vision Statement**

To provide a statement of the principles of developing the Markham Heritage Estates and a common understanding of the objectives to be achieved.

2. **Key Principles**

The City of Markham requires that every effort is made to preserve heritage buildings on the sites where they were originally constructed. In all new land development activities within the City, heritage buildings affected by such developments shall be protected.

The City recognizes that situations may arise from time to time where the foregoing objective of on-site protection cannot be met.

Where significant residential heritage buildings are judged to be under serious threat of loss, the Markham Heritage Estates shall serve as a heritage conservation measure of last resort by providing an appropriate environment for their continued protection, conservation and enjoyment by their owners and the general public.

Markham Heritage Estates is a residential environment capable of accommodating contemporary living within a framework of established heritage conservation principles and practice.

3. **The Setting**

Markham Heritage Estates features a paved, fully serviced residential subdivision, characterized by a number of interior roads and an arrangement of lots that has no historical allusions or pretensions.

The residential setting is one of contemporary planning, engineering and design standards.

Markham Heritage Estates is a unique setting for a significant assemblage of valued heritage dwellings.

4. **The Buildings**

The buildings assembled at Markham Heritage Estates will comprise a rich, built legacy of once threatened, predominantly rural heritage residences indigenous to the City of Markham.

The relocated buildings are of heritage significance recognized for their historical and architectural value and interest.

Relocated heritage buildings are expected to be restored, conserved and maintained according to established City of Markham guidelines.

Additions are/or alterations to heritage buildings may be permitted provided such enlargements or modifications are in accordance with established heritage conservation principles and practice, and according to established City of Markham guidelines.

It is recognized that the owners of these buildings are custodians of a valued historic and architectural resource.

5. Landscape

Landscape development and enhancement is a crucial aspect of the site planning for each residential lot and attempts may be made to re-establish significant, documented landscape features around each building; or establish typical landscape features which are judged to be appropriate to the building style and period within the City of Markham.

Principles of heritage landscape conservation and design will be respected throughout the implementation of the Markham Heritage Estates.

6 Guidelines

From time to time the City of Markham may issue published guidelines to assist potential and existing property owners in matters pertaining to the conservation, protection and management of the Markham Heritage Estates.

Adopted by Council: March 26, 1991



APPENDIX D – YOUR HOUSING NEEDS

The following worksheet will help you begin to identify the type of building that would best suite the preferences of your family. These questions should also be considered as one of the first steps when assessing how well a particular type of heritage building will meet the present and future needs of your family.

1. What type of house is preferred?

Keep in mind that while frame houses are relatively inexpensive to relocate, brick and stone houses, depending on their size, can be quite expensive to move due to their weight. In terms of general maintenance and durability, brick and stone houses are superior. In terms of restoration costs, none of the materials presents a particular advantage over the other, as total restoration cost is a function of the condition of the materials.

Frame _____ Brick _____ Stone _____ Log _____

2. What size of house is required for your needs?

Keep in mind that smaller homes will most likely be located on small or medium sized lots, which will influence any plans for additions. If you have a large family that would require more than three bedrooms and additional recreation space, you should consider only 1 ½ storey and larger houses. However, the more space you require will almost always mean higher restoration costs.

1 Storey _____ 1 ½ Storey _____ 2 Storey _____ 2 + Storey _____

Amount of Square Feet _____

3. Will you need an addition to the house?

It is very important to consider if you will require an addition early on in the search process as there are restrictions in terms of size which will relate to the lot selected for you. The design of any additions must be sympathetic to the heritage building, and will influence the size and height of additions for the 1 storey and 1 ½ storey buildings in particular.

4. Do you need a garage?

Garages can be used for both storage of vehicles and other motorized equipment. Outdoor storage of boats, watercraft and camping vehicles is not permitted.

4. Do you require a large backyard?

This is particularly important for the smaller buildings as these will be located on the small and medium sized lots. Some people need dog runs for pets. Be advised that in the siting of the heritage buildings, it is the streetscape that is the primary consideration. This could mean that the building may be sited with a large front yard.

APPENDIX E – BUDGET WORK SHEET

1. LOT:

Lot Price	\$ _____
GST	\$ _____
Land Transfer Tax	\$ _____
	\$ _____

2. BUILDING RELOCATION COSTS:

a) Mover (Labour & Equipment)	\$ _____
b) Road Permits	\$ _____
c) Wire Lifts	\$ _____
d) Police Escorts	\$ _____
e) Other	\$ _____
	\$ _____

3. INSURANCE:
(\$5 Million)

\$ _____

4. LETTER OF CREDIT CHARGES:

\$ _____

5. BUILDING RESTORATION COSTS:

a) Restoration Design consultation	\$ _____
b) Preparatory Work	\$ _____
c) Exterior Restoration Work	\$ _____
Roof	
Cladding/Walls	
Windows and Doors	
Porches and Verandas	
Chimneys	
d) New Foundation and Cladding	\$ _____
e) Interior Work	\$ _____
Electrical	
Services	
Heating and Cooling	
Plumbing	
Insulation	
Ceilings and Walls, Trimwork	
	\$ _____

Continued

6. NEW CONSTRUCTION COSTS

- a) Addition to Heritage Building \$ _____
 - b) Garage or Storage Building \$ _____
- \$ _____

7. PROPERTY LANDSCAPING:

(Note: \$3,000 allowance is included in lot price)

- a) Trees and vegetation \$ _____
 - b) Grass and flower beds \$ _____
 - c) Hard surfaces (driveway, paths) \$ _____
 - d) Fencing \$ _____
 - e) Labour \$ _____
 - f) Landscape Plans \$ _____
- \$ _____

7. PROFESSIONAL FEES:

- a) House Inspection \$ _____
 - b) Scale Drawings/Site Plan/Restoration Plans \$ _____
 - c) Legal Fees \$ _____
 - d) Consulting Engineers (Grading) \$ _____
 - e) Surveyor Report (Foundation/finished floor) \$ _____
- \$ _____

TOTAL \$ _____

Attached
Authorization to Release Information

AUTHORIZATION TO RELEASE INFORMATION

PERSONAL CONSENT

I, the undersigned, am entering into a financial agreement with the TOWN OF MARKHAM. This relationship requires that the TOWN OF MARKHAM and/or its agent, conduct a verification of my personal financial background, which may include and not be limited to, personal finances including credit and banking practices, debt commitments, and sources of income. This verification may include information previously disclosed to the TOWN OF MARKHAM and/or its agent.

With this executed document, I hereby authorize the recipient of this Authorization to Release Information to respond to any enquiries initiated by the TOWN OF MARKHAM and/or its agent and provide any information in your possession regarding my personal financial background, which may include and not be limited to, personal finances including credit and banking practices, debt commitments, and sources of income, or any other current or previous dealings between myself and your firm/institution, from the date of this document and for a period of 60 days thereafter.

I consent to the release, collection, and retention of personal information to my personal financial background, which may include and not be limited to, personal finances including credit and banking practices, debt commitments, and sources of income and/or its agent for the purposes required in this process and any subsequent relationship with CLIENT.

Full Legal Name (print clearly)

Name Commonly Used (if different)

Date of Birth (mm/dd/yyyy)

Social Security/Insurance Number (Optional)

Complete Mailing Address

Previous address (if above is less than 5 years)

Primary Financial Institution

Account Number

Financial Institution Address

Financial Institution Telephone Number

Signature

Date

Witness Name (print clearly)

Date

This authorization will expire 60 days following this date _____

APPENDIX F – FINANCIAL ASSISTANCE

The following financial assistance may be available to those individuals relocating and restoring a heritage building at Markham Heritage Estates.

MUNICIPAL FINANCIAL ASSISTANCE

1. City of Markham Heritage Loan Fund

The City of Markham has a municipal Heritage Loan Fund for the purpose of promoting the repair, restoration or reconstruction of existing or original external physical elements of designated heritage structures.

The loan can only be used for the repair, restoration or reconstruction of existing or original external physical elements of the building in a historically accurate and authentic manner which may include hidden structural work if it relates to and affects the integrity of the heritage character of the exterior details, or for the relocation of a designated building which is to be demolished. Short term maintenance of a building is not eligible for a loan from the Heritage Fund.

The loan in an amount not to exceed \$15,000 is repayable over a period not to exceed five (5) years, and the interest is calculated at a rate of five (5) percentage points below the bank prime interest rate (minimum is five 5%). The loan, plus interest, is added to the collectors roll and collected in the same manner as municipal taxes. Until repayment, a lien or charge is placed upon the land in respect of which the loan was made.

The loan plus interest becomes immediately due and payable should the property be sold by the owner, except in the event of the death of the owner, whereby the loan plus interest will not become immediately due and payable if the property is bequeathed to the spouse of the owner or his or her son or daughter;

Further details and applications can be obtained from the Heritage Section of the Planning and Urban Design Department.

2. Heritage Property Tax Reduction Program

On December 16, 2003, Markham Council approved the implementation of a **Heritage Property Tax Reduction Program** effective **January 1, 2003**. The purpose of the program is to provide an incentive to owners of heritage properties to encourage good stewardship and make regular investments in the ongoing conservation and maintenance of their properties

Some of the highlights of the Program are as follows:

- The amount of the annual tax reduction is **30%** of taxes payable on the eligible property;
- Only the municipal (Markham) and school board components of the taxes will be subject to the 30% reduction (the Region of York has not agreed to participate in the Program);

- Properties must meet the following eligibility criteria:
 - Be **designated** under Part IV (individual property) or Part V (heritage property in a heritage district) of the *Ontario Heritage Act*.
 - Be subject to a **Heritage Easement Agreement**
 - Be classified as a **Group 1 or 2** structure using the City's heritage evaluation system (to be undertaken by Heritage staff)
 - Be in a **good and habitable condition**.
 - Not be the subject of any by-law contraventions, work orders or other outstanding municipal requirements including fines, arrears of taxes or penalties.

An application must be made no later than the last day of February in the year following the year for which the property owner is seeking the tax relief. **However, the property must be subject to a Heritage Easement Agreement by December 31st of the taxation year for which the tax relief is sought.**

A comprehensive **Information Package** and application form is available from the City and on the City's website (Markham Heritage Section).

3. City of Markham Designated Heritage Property Grant Program
Properties in Markham Heritage Estates subdivision are ineligible as property owners already received a financial benefit through reduced lot prices, unless the relocated building has been on the lot for at least 20 years.

APPENDIX G – SUBDIVISION PLAN



APPENDIX H

Markham Heritage Estates - Lot Prices

Lot	Address	Market Value (Purchase Price)	Purchase Price Combined	
			Cash Component (50% of MV)	Forgivable Mortgage Component
1	2 Heritage Corners Lane			
2	4 Heritage Corners Lane			
4	8 Heritage Corners Lane			
7	14 Heritage Corners Lane			
36	4 Aileen Lewis Court			
Block 39a	Aileen Lewis Court			
Block 39b	Aileen Lewis Court			

NOTE

- 1. Lot Prices are updated annually**
- 2. Please contact the Manager of Real Property to obtain current lot prices**
- 3. This chart is provided for the assistance of budgeting and the City shall not be held responsible for any errors or omissions.**

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APPENDIX I

AGREEMENT OF PURCHASE AND SALE

WE, ●, of the City of Markham, in the Regional Municipality of York and the Province of Ontario (hereinafter referred to as the "Purchaser") hereby agree to and with

THE CORPORATION OF THE CITY OF MARKHAM (hereinafter referred to as the "Vendor"),

to purchase the premises municipally known as ●, in the City of Markham, Regional Municipality of York, and being legally described as Lot ●, Plan 65M-2761, (hereinafter referred to as the "Property"). The Purchaser acknowledges having inspected the Property prior to executing and submitting this Agreement of Purchase and Sale and agrees to purchase the Property in its current condition, on an "as-is, where-is" basis.

at a purchase price of ● **DOLLARS** payable as follows:

- (i) The sum of ●**DOLLARS** by cash or certified cheque payable to the Vendor on the date of execution of this Agreement as a deposit to be held in trust pending completion or other termination of this Agreement;
- (ii) The Purchaser agrees to give and the Vendor agrees to take back a second mortgage in the amount of ●**DOLLARS**. This mortgage shall be interest free and shall be forgiven at the rate of ●**DOLLARS** for each of the first Five (5) years of occupancy by the Purchaser; and
- (iii) The balance of the purchase price being the sum of ●**DOLLARS** payable on the closing of this transaction.

The Purchaser covenants and agrees as follows:

1. Pay the balance of the Purchase Price in cash or certified cheque on the date of closing, subject to the usual adjustments including payment of the sum of \$●being the applicable HST payable on the purchase of this property.
2. The Purchaser acknowledges that the restrictions contained in Schedule "B" attached hereto, are registered against the title of the Property.
3. The Purchaser and Vendor acknowledge that Schedules "A" and "B" attached hereto, form part of this Agreement.
4. It shall be a condition of the Vendor Take Back Mortgage ("VTB") that:

- (a) The VTB may be postponed to a first building mortgage in a principal amount not to exceed \$350,000.00; and
 - (b) In the event of the sale or lease of the Property or in the event of the Property ceasing to be occupied by the Purchaser, the VTB shall immediately become due and payable.
 - (c) The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to a discharge of the VTB unless and until the Purchaser has fully complied with the terms and conditions of Paragraph 9 of Schedule A.
5. This Agreement is conditional upon the Purchaser obtaining the approval of the Vendor for:
- (a) a site plan for locating the Heritage Dwelling described in Schedule "A" on the Property,
 - (b) a landscape plan,
 - (c) all plans for renovation of the said Heritage Dwelling, and

all not later than six months from the date of execution of this Agreement by the Vendor (herein called the "Conditions"). If the Purchaser fails to obtain all such approvals and move the dwelling within the said six month period, the Vendor may terminate this Agreement on written notice to the Purchaser and upon such termination, the Vendor shall return the deposit to the Purchaser without interest or deduction.

6. The Purchase covenants and agrees that the final orientation and siting of the house will be described in the Site Plan Control Agreement and in the case that the house is relocated to Lot ● prior to the Purchaser obtaining site plan approval in a position contrary to the orientation agreed to in the Site Plan Control Agreement, that it is the financial responsibility of the Purchaser to re-orient the house to the agreed upon orientation described in the Site Plan Control Agreement.
7. This Offer shall be irrevocable by the Purchaser until 12:00 P.M. on the ● day of ●, 20●, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.
8. Provided the title is good and free from all encumbrances, except as aforesaid, and except for local rates and easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at his own expense, and the Purchaser not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under its control; and provided the same have been complied with, the Purchaser agrees to accept the Property subject to Municipal requirements and agreements, including building and zoning by-laws, easements as above-mentioned, and restrictions and covenants that run with the land.

9. The Purchaser to be allowed 45 days from the date of acceptance of this offer to investigate the title at his own expense, and if within that time he shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.
10. The Vendor hereby consents to the municipality releasing to the Purchaser details of all outstanding Municipal work orders or deficiency notices affecting the Property.
11. Unearned fire insurance premiums, fuel, taxes, interest, rentals and all local improvements and water rates to be proportioned and allowed to the date of completion of sale.
12. The VTB shall be prepared and registered at the expense of the Purchaser in a form acceptable to the Vendor's Solicitor.
13. This Agreement shall be effective to create an interest in the Property only if the applicable land division provisions of the *Planning Act* are complied with, and the Vendor agrees, at his expense, to comply with such provisions.
14. The Vendor, on or before completion, will produce evidence that it is not now, and upon completion, will not be a "non-resident" within the meaning and for the purposes of Section 116 of the *Income Tax Act of Canada*.
15. The Affidavit of Residence and of Value of the Consideration required under the *Land Transfer Tax Act* shall be prepared by the Purchaser.
16. If the spouse of the Purchaser has not executed this Agreement, the Purchaser represents and warrants that the completion of this transaction will not contravene the provisions of the Family Law Act, 1986.
17. This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.
18. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
19. Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

20. The Purchaser shall be responsible for and pay any land transfer taxes and all other taxes payable on the transfer of Lands, all registrations fees payable in respect of registration by it of any documents on Closing and all federal and provincial sales and other taxes payable by a purchaser upon or in connection with the conveyance or transfer of the Lands, including provincial retail sales tax and goods and services tax. Notwithstanding the foregoing, the parties acknowledge and agree that any postponements or discharges required herein shall be registered at the sole cost and expense of the Vendor. If electronic registration (“**E-Reg**” Agreement of Purchase and Sale Precedent) is mandatory in the Land Registration Office or similar office of the jurisdiction in which the Lands are located (the “**LRO**”), the following provisions shall prevail, namely:
- (a) The Purchaser’s solicitors and the Vendor’s solicitors shall each be obliged to be authorized E-Reg users and in good standing with the Law Society of Upper Canada, and are hereby authorized by the parties hereto to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on September 19, 2000 or any replacement thereof (hereinafter referred to as the (“**DRA**”), establishing the procedures and timing for completing this transaction, which DRA shall be exchanged between the Vendor’s solicitors and the City’s solicitors no later than ten (10) days before the Closing Date, and
 - (b) The delivery and exchange of all closing deliveries hereunder and the release thereof to the parties hereto shall be governed by the DRA, pursuant to which the solicitor receiving any closing deliveries will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA.
21. It is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by either party (a “**Tendering Party**”) upon the other party (a “**Receiving Party**”) when the solicitor for the Tendering Party has completed, in addition to all other requirements to effect a valid tender in accordance with the provisions of this Agreement and the DRA, all steps required by E-Reg in order to complete this transaction that can be performed or undertaken by the Tendering Party’s solicitor without the cooperation or participation of the Receiving Party’s solicitor, and specifically when the Tendering Party’s solicitor has electronically “signed” the Transfer/Deed of Land and all other instruments to be registered against title to the Lands at the time of Closing for completeness and granted “access” to the Receiving Party’s solicitor.
22. This agreement shall not be assignable without the consent of the Vendor or its solicitor and the giving of such consent shall be in the sole discretion of the Vendor.
23. This Offer and its acceptance to be read with all changes of gender or number required by the context.

DATED at _____, Ontario this _____ day of _____, 20●.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness:

Witness:

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WE, hereby accept the above Offer and its terms and covenant, promise and agree to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned, and we hereby accept the deposit of \$●.

DATED at Markham, this _____ day of _____, 20● .

IN WITNESS WHEREOF we have hereunto set our hands and seal.

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**THE CORPORATION OF THE
CITY OF MARKHAM**

Mayor Frank Scarpitti

Clerk Kimberley Kitteringham

SCHEDULE "A"

1. The Purchaser covenants and agrees with the Vendor that the Purchaser has obtained the approval of The Corporation of the City of Markham to the re-location of the Heritage Dwelling, known and described as:

"●"

on the Property and that the Purchaser will be responsible for making all arrangements necessary and obtaining all necessary permits for the acquisition of the said Heritage Dwelling, at the Purchaser's own expense.

2. The Purchaser covenants and agrees with the Vendor that he will be responsible for making all arrangements and obtaining all necessary permits and all costs in the relocation of the Heritage Dwelling to the Property being acquired.
3. The Purchaser covenants and agrees to submit a site plan control application for the purposes of the siting of the Heritage Dwelling on the Property prior to the relocation of the Heritage Dwelling.
4. The Purchaser agrees to construct a full basement under the Heritage Dwelling to be situated on the Property and be responsible for all related costs.
5. The Purchaser covenants and agrees to carry out any and all necessary renovations in accordance with plans prepared by an architect and approved by The Corporation of the City of Markham.
6. The Purchaser covenants and agrees that he will be responsible for all lot grading and landscaping on the said Property in accordance with the overall landscaping plans approved by The Corporation of the City of Markham.
7. The Purchaser covenants and agrees that he will be responsible for all costs of hook-ups for water, hydro, cable, phone, etc.
8. The Purchaser covenants and agrees to ensure that the Heritage Dwelling and Property remain in the condition approved by The Corporation of the City of Markham. Any and all changes to the site plan shall be approved in writing by the City's Director of Planning and Urban Design prior to the changes being undertaken.
9. The Purchaser covenants and agrees that he has one (1) year from the acquisition of the Property, to:
 - (a) complete the restoration of the exterior of the Heritage Dwelling,

- (b) complete a minimum of Phase 1 (of 2) of the approved landscaping plans, and
- (c) inhabit the Heritage Dwelling as his principal residence.

The Purchaser covenants and agrees to complete Phase 2 of the approved landscaping plan within 2 years of the date of closing of this Agreement.

The Purchaser covenants and agrees that the purchase price of the Property includes an allowance of \$3,000.00 for landscaping for the Property. The Vendor agrees to reimburse the Purchaser after closing for a maximum of \$3,000.00, against receipted invoices, paid to a landscape contractor for planting in accordance with the approved landscape plans.

The Purchaser acknowledges that should the exterior restoration and Phase 1 of the landscaping not be completed within the one year limit, that The Corporation of the City of Markham will have the right to enter upon the Property and complete the outstanding works in accordance with all approved plans and add the costs of the works to the tax roll of the Property and the said costs may be collected in the same way and in the same manner as municipal taxes.

10. The Purchaser acknowledges that the following covenants will be inserted in the Transfer:

(a) "The Transferee covenants to abide by all registered restrictions and conditions and to ensure that the said Heritage Dwelling and Property will be maintained to a high standard in accordance with City of Markham policy as long as the lands are owned by him; and

(b) The Transferee covenants and acknowledges that he will complete Phase I of the landscaping plan and the exterior restoration of the Heritage Dwelling located on the Property within one (1) year of the date of registration of the Transfer. If same is not complete within the one (1) year period, the City has the right to enter upon the lands and complete the works in accordance with all approved plans and add the costs of the works to the tax roll of the Property and the said costs may be collected in the same way and in the same manner as municipal taxes.

(c) The Transferee covenants and acknowledges that he will occupy the Heritage Dwelling on the Property within one (1) year from the date of registration of the Transfer.

(d) If the Transferee fails to abide by the restrictions and covenants contained herein and maintain the Heritage Dwelling to a high standard, City staff will enter onto the Property and correct any deficiencies and complete the works in accordance with all approved plans and add the costs of the works to the tax roll of the Property and the said costs may be collected in the same way and in the same manner as municipal taxes.

These covenants shall run with the lands herein and shall enure to the benefit of The Corporation of the City of Markham, and be binding upon the Transferees, their heirs, executors, administrators and assigns."

11. The Purchaser covenants and agrees to the designation of the Heritage Dwelling under the *Ontario Heritage Act* by The Corporation of the City of Markham and the registration of such designation against the title of the Property and the placement of a designation plaque on the Heritage Dwelling.
12. The Purchaser acknowledges that provisions have been made in the servicing of the subdivision for additional streetlighting and that an additional street light may be erected on the City-owned boulevard adjacent to the Property at a future date.
13. The Purchaser agrees to give and the Vendor agrees to take back a second mortgage, as set out in Clause 4 of the Agreement of Purchase and Sale. The mortgage will be interest free and the term will be for five (5) years. The City shall forgive twenty percent (20%) of the principal amount for every full year that the owner resides in the Heritage Dwelling, so that at the end of the five year term the mortgage will have been completely forgiven. Should the owner sell, lease or cease to occupy the Heritage Dwelling prior to the expiry of the five year term, the amount still outstanding on the said mortgage will immediately become due and payable. The City shall not forgive the last year's mortgage balance (20%) nor shall it register a discharge of the Mortgage until the Vendor has fully complied with the terms of Paragraph 9, above.
14.
 - (a) The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, proceedings, actions, damages, costs and expenses which may be made or brought against the Vendor or which the Vendor may sustain, incur or be put to either directly or indirectly by reason of the performance or non-performance of any work on or in respect of the Property or elsewhere by the Purchaser, its contractors, servants, agents or workmen including but not limited to the relocation of the Heritage Dwelling to the Property. It is further understood and agreed that the Vendor shall not be liable in respect of any claim, demand, action or proceeding which may be made or brought against the Purchaser by any party, and the Purchaser shall indemnify and save harmless the Vendor in respect thereof.
 - (b) The Purchaser or his contractor shall obtain and keep in force liability insurance, with the Vendor as an additional insured, in the amount of at least \$2,000,000.00 per occurrence to insure against any liability arising from the relocation and renovation of the Heritage Dwelling on the Property. Before commencing any work on the Property, the Purchaser agrees to deliver to the Vendor a Certificate of such insurance coverage. The policy of insurance shall contain no exclusion for blasting and shall contain a completed operations clause.
 - (c) The Purchaser covenants to indemnify and save harmless the City from all claims, demands, actions or proceedings which may be made or brought against the City for damage/interference which may be caused to water boxes, hydrants,

grade/lot stakes, survey bars, fencing, roadways, curbs, ditches, culverts, hydro-electric works, City services, or other Municipal/Regional services within the road allowances, easements, and also against all damages elsewhere which may be caused by the Purchaser, its contractors, servants, agents, workmen, vehicles, materials and/or equipment; and also against all loss or damage arising out of the purchaser's failure to observe and perform any of its covenants and obligations under this Agreement of Purchase and Sale.

15. The Purchaser covenants and agrees that the Heritage Dwelling will have hot water heated by natural gas only.
16. The Purchaser hereby acknowledges notice of the following:

"TRAFFIC VOLUMES ON 16TH AVENUE MAY INCREASE IN THE FUTURE AND NOISE LEVELS ON THESE PROPERTIES MAY BECOME OF CONCERN, NOISE OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE DWELLING OCCUPANTS."
17. All covenants contained in Schedule A, specifically Items 1 to 17, inclusive, shall not merge but shall survive the closing of this transaction.

SCHEDULE "B"

THE CORPORATION OF THE CITY OF MARKHAM

To the intent that the burden of the covenants hereinafter set out may run with and be binding upon the lands described as Lot ●, Plan 65M-2761.

1. No external alterations or changes shall be made to the heritage dwelling structure's appearance (including colours) without the written approval of The Corporation of the City of Markham.

2. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lands or building thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the written approval of The Corporation of the City of Markham.

3. No building, accessory building, wall, fence (including hedges), gate, post or other structure shall be commenced, constructed or maintained on the said lands, nor shall any addition to, or alteration thereof be made until the plans, specifications and siting plan showing the nature, location, colour, materials, height and approximate cost of any such building, accessory building, wall, fence, (including hedges), gate, post or other structure and any additions or alterations thereto shall have been submitted to and approved in writing by The Corporation of the City of Markham who may in its discretion refuse to approve of any such plans, specifications or siting plan, which, in its opinion are unsuitable or undesirable. In approving such plans, specifications and siting plan, the City may take into consideration, the material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscape details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring properties.

4. No living tree of more than two inches in diameter shall be cut down, destroyed or removed at any time, and if nevertheless any such tree be cut down, destroyed or removed the same will be forthwith replaced.

5. No part of the lands hereby conveyed shall be used for the purpose of any profession, trade, employments, service, manufacture, storage or business of any description, nor as a school, hospital or other charitable institution nor as a hotel, rooming house or place of public resort nor for any sport (other than such games as are usually played in connection with the

occupation of a private residence), nor for any other purpose than a private residence for the use of one family only; nor shall anything be done or permitted upon any of the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.

6. All landscaping is to be done in accordance with City Policy and any and all landscaping plans must be approved in writing by The Corporation of the City of Markham. There is to be no altering in any way of the contours of the lands so as to change the drainage patterns of the said lands as established by The Corporation of the City of Markham and to do nothing which will affect drainage to or from adjoining lands.
7. No exterior television, radio aerials or satellite dishes may be erected or maintained on any part of the said lands.
8. No portable or window air conditioning units may be used for the heritage dwelling or any additions thereto.
9. No motor vehicle other than private passenger vehicles, shall be parked upon the said lands or any part thereof unless concealed in a wholly enclosed garage.
10. No major repairs to any motor vehicle shall be effected save within a wholly enclosed garage.
11. No boats, boat trailers, snowmobiles, snowmobile trailers or trailer or recreational vehicle with living, sleeping or eating accommodation shall be placed, located, kept or maintained on the said lands or any part thereof, unless concealed in a wholly enclosed garage.
12. No horses, cattle, hogs, sheep, poultry or other stock of animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands. No breeding of pets for sale shall be carried on upon the said lands. There is to be no breach of any municipal by-law or laws of the City, or any other regulations or laws of any other governmental body regarding the keeping of pets in a residential area.

APPENDIX J

Heritage Property Designation

One of the most important tools used by the City of Markham to protect heritage resources is the designation of property under the provisions of the *Ontario Heritage Act*. Properties can be individually designated under Part IV of the Act.

Designation affords the municipality a certain level of control when conserving its built heritage. Owners of designated properties can also take advantage of financial assistance programs such as the *City of Markham Heritage Loan Fund* for approved conservation and restoration projects or the **Heritage Property Tax Reduction Program**.

An individual property can be designated for its cultural heritage value or interest. The “reasons for designation” can address historical and architectural attributes and are identified in a municipal by-law which is registered on title to the property. Individual designation provides an enhanced level of demolition control and ensures that the property cannot be altered in any manner that would jeopardize its identified heritage attributes, without approval.

Heritage Easement Agreements

What is a Heritage Easement?

A Heritage Easement is a legal agreement. It allows the owner of a heritage property to ensure its preservation, while retaining possession and use of the property. An easement agreement gives a public body, such as a municipality, a legal interest in the property and is registered on the title to the property. The *Ontario Heritage Act* allows municipalities to enter into easement agreements to protect properties of historical or architectural interest.

How long does an Easement run?

A perpetual easement is the most appropriate as it provides indefinite protection.

Easements compared to Designation

Heritage Easements are more comprehensive than Designation under the *Ontario Heritage Act*. **For example, there are no provisions under the *Ontario Heritage Act* to require an owner of a designated property to maintain the building or its heritage features in good condition, ensure the building against perils or to rebuild the building in the event of damage.** Heritage Easements address these shortcomings. Easements also provide much stronger protection against demolition. It is desirable to protect a property by both an easement and designation. However, the property does not have to be designated to be protected by a Heritage Easement.

Impact on the Owner

The obligations of the owner are to ensure the ultimate preservation and maintenance of the building with the owner satisfying the following obligations:

- i. receive municipal approvals for any changes or alterations that will affect the heritage features of the structure;
- ii. the owner shall insure the structure in an amount equal to that of the replacement of the building, so there will be enough money to repair the heritage elements of the building in event of fire or other damage; and
- iii. the owner shall at all times maintain the building in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the building's condition and appearance shall take place.

When an owner enters into a Heritage Easement agreement, some of the rights, namely those that represent the right to develop or redevelop the land as one chooses, are shared with the easement holder. The owners are still the “owners” of the property and can sell it, leave it to their children or continue to enjoy it as they please.

Impact on Property Value

In the experience of the Ontario Heritage Foundation, an easement has no significant effect on the property's resale value, especially where a similar use for the property or one compatible with its heritage features is contemplated.

Administration of the Easement

The municipality is responsible for the administration of the Heritage Easement. Enforcement of the obligations may be undertaken by the municipality and the costs reimbursed by the owner or recoverable by action in a court of law.

A sample copy of an Easement Agreement is available from the staff in the Heritage Section.

What are the powers of Ministry of Labour Inspectors?

Ministry health and safety officers inspect projects periodically. Their role is to protect workplace health and safety by enforcing the requirements of the *Occupational Health and Safety Act* and the *Regulations for Construction Projects*.

To do this, the law gives them the power to:

- enter any project without warrant or notice,
- order that contraventions be corrected immediately or within a specified period,
- order that work stop until dangers or hazards have been corrected,
- prosecute constructors, employers, supervisors and workers under Part I of the *Provincial Offences Act* (in other words, issue tickets for certain offenses), and
- recommend prosecution for serious offenses under Part III of the *Provincial Offences Act*.

Produced by the Construction Health and Safety Program, Ministry of Labour, October 1995.
 ISBN 0-7778-4668-3.
 Cette publication est également disponible en français sous le titre «Devoirs d'un constructeur».

What are the penalties under the Act?

The following may be punished with fines or imprisonment:

- failure by a constructor to carryout obligations under the *Occupational Health and Safety Act*,
- failure to comply with orders of inspectors, and
- hindering or obstructing inspectors.

The maximum penalties are a \$500,000 fine for corporations and a \$25,000 fine and/or one year of imprisonment for individuals.

For more information

If you have any questions, contact your nearest Ministry of Labour office listed in the Blue Pages of your local telephone directory.

If you want to obtain copies of the *Occupational Health and Safety Act*, the *Regulations for Construction Projects*, or other publications, contact the following:

Publications Section
 Occupational Health & Safety Branch
 Ministry of Labour
 655 Bay Street 14th Fl
 Toronto ON M7A 1T7
 Tel: (416) 326-7731 or (800) 268-8013
 Fax: (416) 326-7745
 E-mail: pubsale@gov.on.ca



DUTIES OF A CONSTRUCTOR

Will you be taking part in a construction project?

If the answer is yes you need to know whether you will be the *constructor* of the project.

This brochure explains who is the constructor of a project, as defined by the *Occupational Health and Safety Act*. It also gives a brief introduction to the duties of a constructor under the Act.

Am I a constructor?

The intent of the *Occupational Health and Safety Act* is to have **one** person with overall authority for health and safety matters on a construction project. This person is the **constructor** of the project.

The Act defines a constructor as a person who undertakes a construction project for an owner. In some cases, the owner of the project is the project's constructor as well. As the project owner, you also take on the duties of the constructor if you undertake all or part of the project, either by yourself or by contracting work out to more than one contractor or employer.

Suppose you are putting an addition onto your house. You are the constructor of this project if:

- you do the work yourself, or
- you get the work done by hiring one or more workers yourself, or
- you get the work done by contracting different parts of it out to **more than one** employer or contractor.

But if you hire **only one** contractor to do all the work, then that person is the constructor. He or she may subcontract work to other people, but as the only contractor whom you, the owner, are dealing with, he or she is the

constructor of the project.

What are the legal duties of a constructor?

If you are a constructor on a project you must:

- ensure that the health and safety of workers on the project is protected,
- ensure that the measures and procedures prescribed by the *Occupational Health and Safety Act* and the *Regulations for Construction Projects* are carried out on the project,
- ensure that every employer and every worker working on the project complies with the *Occupational Health and Safety Act* and the *Regulations for Construction Projects*,

- for every project at which five or more workers will work at the same time, appoint a **supervisor**, who will have the legal duty of supervising the work at all times, and

- ensure that a **Notice of Project** is sent to the Ministry of Labour if the total cost of labour and materials for the project is expected to be more than \$50,000.

More specific duties you have as the constructor on a project include ensuring that:

- workers wear **safety hats** and **safety footwear** at all times on the project site,
- **fall protection** is used whenever workers are exposed to falling more than 10 feet (3 metres), and
- **guardrails** are provided around all uncovered floor openings and at the perimeter of floors, where a worker may fall more than 8 feet (2.4 metres).

Note that this brochure is only a brief summary, introducing you to the basic duties of a constructor. It is the Occupational Health and Safety Act and the Regulations for Construction Projects which you must comply with, and you should refer to them. See 'For More Information' on the back page

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