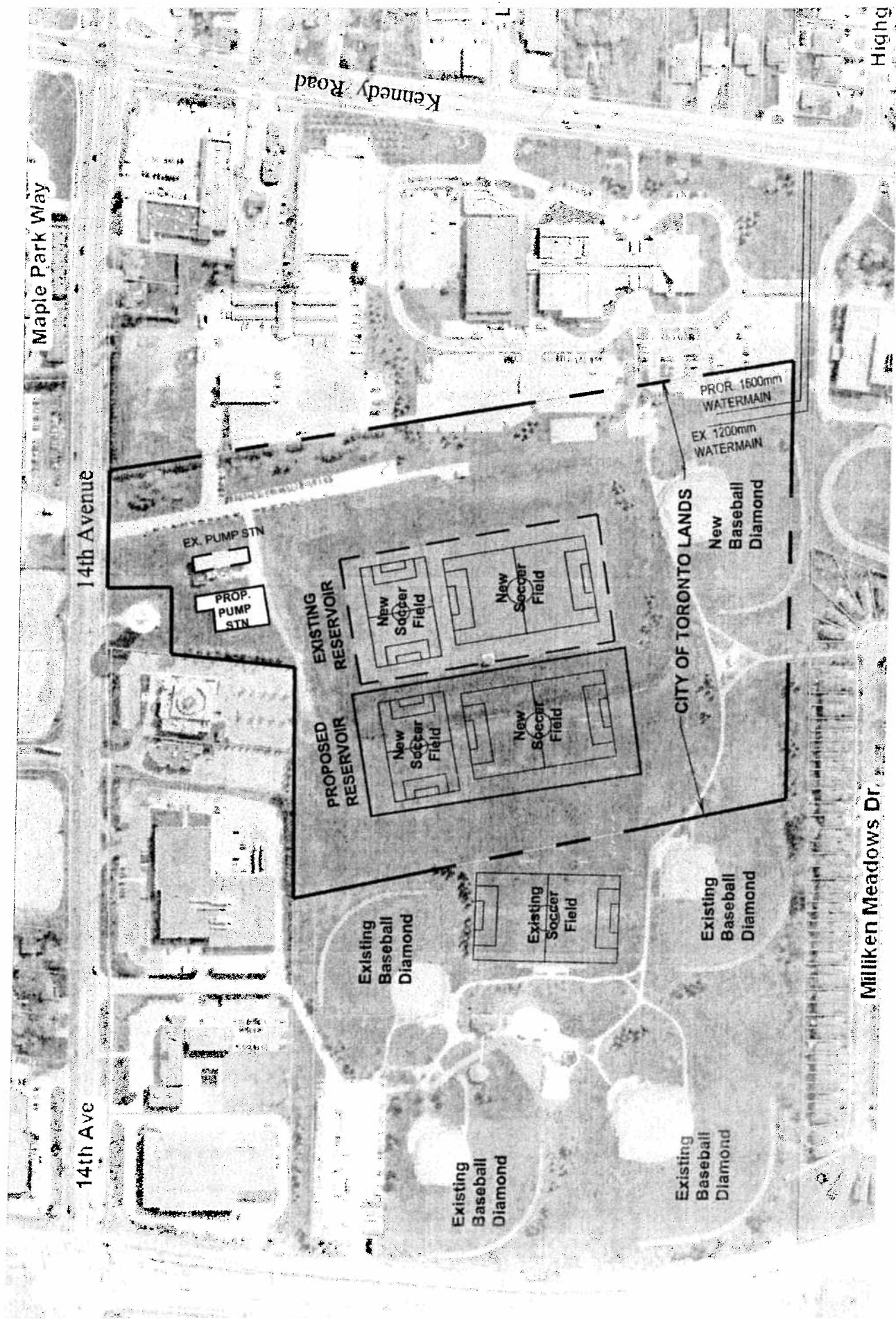


Attachment A: Current Fields Layout



Attachment B: Proposed Reservoir Expansion & Field Layout

WITHOUT PREJUDICE

May 15, 2009

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM ("Town")
AND
THE CITY OF TORONTO ("City")
AND
THE REGIONAL MUNICIPALITY OF YORK ("York")**

Whereas the City wishes to proceed with the construction of the Milliken Pumping Station and Reservoir Expansion Project ("Expansion Project") and the construction of the Kennedy Road Feeder main Project ("Watermain Project").

And Whereas the Expansion Project will provide an increased and secure supply of potable water to York and the Town;

And whereas the construction of these Projects will require the temporary closure of 3 existing full sized soccer fields and one existing junior soccer field operated by the Town and located on City lands which form part of Milliken Mills Park.

And whereas the Class Environmental Assessment for the Milliken Reservoir and Pumping Station Expansion prepared by the City and York contained commitments by the City to replace the soccer fields located on top of the existing reservoir and to construct two additional practice fields on top of the expanded reservoir to replace fields removed by the reservoir expansion.

And whereas Town Council endorsed the Milliken Reservoir and Pumping Station Class Environmental Assessment based on these commitments by the City and York.

And whereas the construction of the projects requires the use of existing Town municipal services including sanitary sewers and the Milliken Mills sewage pumping station.

And whereas the City and York require amendment to easements over Town property in order to construct the feeder main connection to the Expansion Project and the sanitary sewer from the Expansion Project to the Milliken Mills sewage pumping station.

And whereas the Town requires new easements over City owned lands to construct Milliken Mills Sanitary Sewer and to provide power from the community centre to the reinstated baseball diamond.

And whereas the City and York require certain approvals and permits for the projects from the Town and York.

And whereas certain existing Agreements between the Town and the City regarding the Town's use of City lands for recreational purposes have expired and the City has indicated that it is prepared to negotiate a new lease.

MEMORANDUM OF UNDERSTANDING

Therefore, the following provisions represent a legal agreement between the Town, the City and York:

Principles of Agreement

1. The detailed design and construction of the soccer fields and related fencing and irrigation systems shall ensure that the operational requirements and constraints of the Milliken Pumping Station and Reservoir are accommodated and, if conflicts are found to exist, the pumping station and reservoir requirements shall take precedence and the soccer field designs shall be modified accordingly,
2. The City agrees to permit construction of replacement of 2 full size, irrigated, natural turf soccer fields and 2 junior size, un-irrigated, natural turf practice fields on top of the reservoirs in the configuration shown on the drawing included as Attachment "A" to this Memorandum subject to the requirements of Clause 1 of this Agreement.
3. The City agrees to permit the construction of 1.5 metre high chain link fence around the perimeter of the new soccer fields in the location shown on the drawing included as Attachment "B" to this Memorandum.
4. The City agrees to include the grading and drainage of the fields, the installation of an irrigation system for the 2 full size soccer fields, the installation of the chain link fence, the placement of 150mm of gravel as a drainage layer, the placement of 250mm of selected backfill, the placing of 150mm of topsoil and the sodding of the fields in the City's reservoir construction contract.
5. The Town agrees to reimburse the City for the cost of installing the chain link fence around the perimeter of the soccer fields.
6. Subject to the installation of any and all of the irrigation system(s), the chain link fence and associated landscaping, the Town will cover all ongoing operational and maintenance costs related to these items.
7. The City in lieu of commitments by the Town outlined in this Memorandum of Understanding, agrees to pay for the grading and drainage of the fields, the placing of 100mm of topsoil and the sodding of the fields.
8. The City agrees to include the soccer field construction specifications and designs in a Tender Addendum for the Expansion Project to be released to prospective bidders prior to the tender close without hindering the existing schedule.
9. The City agrees to provide the Town with detailed construction cost breakdowns for all works which are to be paid for by the Town and York under this agreement. These costs will be based on the construction costs included in the awarded construction contract for the reservoir expansion project.

MEMORANDUM OF UNDERSTANDING

10. The City agrees that the Town may, at its sole discretion, elect to install soccer field perimeter fencing under a separate Town contract to be initiated after the City's reservoir contract has been completed. The Town agrees that any such Town contract will require the review and approval of the City which will not be unreasonably withheld. Further, the Town agrees to reimburse for and hold harmless, the City for all costs and claims arising from this action.
11. The Town agrees to amend existing easements over Town owned lands as required by the City and York to construct the Kennedy Road feeder main connection to the reservoir.
12. The Town agrees to amend existing easements over Town owned lands as required by the City and York to construct the reservoir drain outlet and water pumping station connection to the Milliken Mills sewage pumping station as shown on Attachment "C" of this Memorandum at no cost to the City or Region.
13. The City agrees to provide easements over City owned lands as required by the Town to construct the Milliken Mills Park sanitary sewer and power supply to the reinstated baseball diamond as shown on Attachment "C" of this Memorandum provided this easement does not hinder or adversely affect the expansion project or future City plans.
14. The City agrees to release part of the existing easement along the south boundary of the City's lands, as shown on Attachment "C", where it is not required for the existing or the new watermain.
15. The City agrees to include and pay for the reconstruction of the baseball diamond to a similar quality of the existing field including the installation of backstop fencing, field illumination, outfield fencing, warning tack, infield, dugouts, benches, placement of 150mm topsoil and sod.
16. In the event that the City or York require permanent easements across any portion of the Town owned parklands beyond those set out in Attachment "C", the Town agrees to provide these easements to the City or York at a rate equal to 50% of the current per acre value of the adjacent industrial lands providing that these easements will not adversely impact on the use of any existing playing field in the park.
17. In the event that City or York requires temporary construction easements across any portion of the Town owned parklands, the Town agrees to provide these easements to the City or York at a rate of \$1000 per acre per month for a maximum period of 24 months providing that these easements will not adversely impact on the use of any existing playing field in the park.
18. The Town agrees to allow the City to discharge from the reservoir drains to the adjacent storm sewer. The Town agrees to waive all fees and financial contributions associated with these connections.
19. The Town agrees to allow the City to discharge sewage from the Milliken Pumping Station and Reservoir to the Town's existing park sewer system and the Milliken Mills sewage

MEMORANDUM OF UNDERSTANDING

pumping station provided the total peak discharge from these two sources does not exceed a flow rate of 30l/sec. The Town agrees to waive all fees and financial contributions associated with these connections.

20. Upon execution of this Agreement by the Town, the City and York, the Town agrees to permit the City and/or York to enter onto the Town lands over which easements will be acquired for the purposes of constructing the Kennedy Road feeder main connection or the connections to the Town's sanitary sewer system subject to the approval of detailed design drawings for the installations by the Town.
21. The City agrees, upon completion of the project, to enter into a Lease which will permit the Town the continued use of the City's lands for recreational purposes and parking.
22. The Town agrees to these commitments and undertakes to provide the Site Plan Agreement/Approval, amendment to easements and the building permit no later than May 22nd, 2009.

The Town of Markham acknowledges its agreement with the above principles, which will form the basis of an agreement between the Town, the City and York.

MAYOR – FRANK SCARPITTI

CLERK – KIMBERLEY KITTINGHAM

The City of Toronto acknowledges its agreement with the above principles, which will form the basis of an agreement between the Town, the City and York.

PATRICK NEWLAND
Director of Water Treatment and Supply

The Regional Municipality of York acknowledges its agreement with the above principles, which will form the basis of an agreement between the Town, the City and York.

ERIN MAHONEY
Commissioner, Environmental Services



Attachment A: Layout of Fields

Kennedy Road

14th Avenue

EX. PUMP STN



PROP
PUMP
STN



EXISTING
RESERVOIR

PROPOSED
RESERVOIR

1.5m HIGH
CHAIN LINK FENCE

CITY OF TORONTO LANDS

Attachment B: Layout of 1.5m High Chain Link Fence

Kennedy Road

14th Avenue

EX. PUMP STN
PROP. PUMP STN

PROPOSED RESERVOIR
EXISTING RESERVOIR

EASEMENT FROM TORONTO FOR
POWER SUPPLY TO BASEBALL
DIAMOND

CITY OF TORONTO LANDS

EASEMENT FROM TORONTO FOR MILLIKEN SANITARY

EX. TORONTO EASEMENT TO BE AMENDED FOR NEW WATERMAIN

PART OF EX EASEMENT TO BE RELEASED BY TORONTO

PROP MILLIKEN MILLS
SANITARY SEWER (TOWN)

EX. TORONTO EASEMENT TO BE AMENDED FOR SAN. CONNECTION

Attachment C: Easement Plan