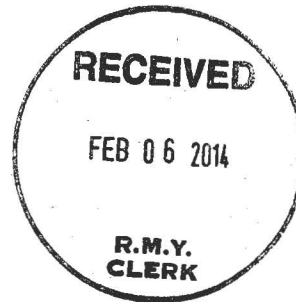


Corporate Services Department  
Legislative Services Division

T. 905.420.4611  
TTY. 905.420.1739  
F. 905.420.9685  
Email clerks@pickering.ca



January 30, 2014

~~Pamela Veinotte  
Parks Canada  
3620 Kingston Road  
Toronto, ON M1M 1R9~~

FILE NO. - 846

Subject: Director, City Development, Report PLN 03-14  
Rouge National Park  
Transfer of Lands to Parks Canada for Inclusion in  
Rouge National Urban Park  
File: A-1400-001-14

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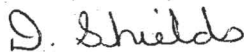
The Council of the Corporation of the City of Pickering considered the above matter at a meeting held on January 27, 2014 and the following recommendations were adopted:

1. That Report PLN 03-14 of the Director, City Development, regarding Transfer of Lands to Parks Canada for Inclusion in Rouge National Urban Park be received;
2. That Council authorize the City to enter into the Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park substantially in the form provided as Attachment #1 to this Report;
3. That Council direct staff to begin the process of declaring surplus, the whole or parts of the properties listed on the Property Information Chart provided as Attachment #2 to this Report, for the purpose of sale to Parks Canada for nominal consideration, subject to:
  - a) all required easements;
  - b) the preparation of the appropriate reference plans, at no cost to the City, legally describing the parts being stopped-up, closed and conveyed; and
  - c) the payment of all legal costs and disbursements by Parks Canada;

4. That Council authorize staff to bring forward, for enactment and registration, the required by-law to formally stop-up and close those or parts of the properties listed in Attachment #2 that consist of public highway;
5. That Council authorize staff to enter into such other easements, leases, licenses, supplemental agreements and/or amending agreements as required to give effect to the Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park;
6. That a copy of this report be forwarded to Parks Canada, the Province of Ontario (Ministry of Infrastructure), the City of Toronto, the City of Markham, the Region of York, the Region of Durham and the Toronto and Region Conservation Authority; and
7. Further, that Council authorize the appropriate City officials to take any other necessary action required to implement the above recommendations.

Please find attached a copy of Report PLN 03-14. Should you require further information, please do not hesitate to contact the undersigned at 905.420.4660 extension 2019.

Yours truly



Debbie Shields  
City Clerk

Copy: Glen Murray  
Minister of Infrastructure  
900 Bay Street, 5<sup>th</sup> Floor  
Mowat Block  
Toronto, ON M7A 1C2

Ulli Watkiss, City Clerk  
The City of Toronto  
City Hall, 100 Queen Street West  
Toronto, ON M5H 2N2

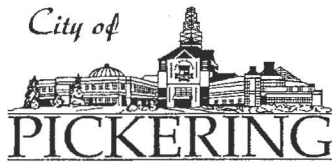
Kimberley Kitteringham, Clerk  
City of Markham  
101 Town Centre Blvd.  
Markham, ON L3R 9W3

Denis Kelly, Regional Clerk  
Region of York  
17250 Yonge Street  
Newmarket, ON L3Y 6Z1

Deb Bowen, Regional Clerk  
Region of Durham  
605 Rossland Road East  
Whitby, ON L1N 6A3

Toronto and Region Conservation Authority  
5 Shoreham Drive  
Downsview, ON M3N 1S4

Director, City Development



## Report to Executive Committee

Report Number: PLN 03-14

Date: January 20, 2014

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**From:** Thomas Melymuk  
Director, City Development

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**Subject:** Rouge National Urban Park  
Transfer of Lands to Parks Canada for Inclusion in  
Rouge National Urban Park  
File: O-8100-008

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**Recommendation:**

1. That Report PLN 03-14 of the Director, City Development, regarding Transfer of Lands to Parks Canada for Inclusion in Rouge National Urban Park be received;
2. That Council authorize the City to enter into the Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park substantially in the form provided as Attachment #1 to this Report;
3. That Council direct staff to begin the process of declaring surplus, the whole or parts of the properties listed on the Property Information Chart provided as Attachment #2 to this Report, for the purpose of sale to Parks Canada for nominal consideration, subject to:
  - a) all required easements;
  - b) the preparation of the appropriate reference plans, at no cost to the City, legally describing the parts being stoppued-up, closed and conveyed; and
  - c) the payment of all legal costs and disbursements by Parks Canada;
4. That Council authorize staff to bring forward, for enactment and registration, the required by-law to formally stop-up and close those or parts of the properties listed in Attachment #2 that consist of public highway;
5. That Council authorize staff to enter into such other easements, leases, licenses, supplemental agreements and/or amending agreements as required to give effect to the Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park;
6. That a copy of this report be forwarded to Parks Canada, the Province of Ontario (Ministry of Infrastructure), the City of Toronto, the City of Markham, the Region of York, the Region of Durham and the Toronto and Region Conservation Authority; and
7. Further, that Council authorize the appropriate City officials to take any other necessary action required to implement the above recommendations.

**Executive Summary:** In 2011 the Federal Government began the process of establishing a national urban park in the Rouge Valley. As part of this process, Parks Canada, the Federal Government's representative, established a Landholders' Table which includes representatives from the affected municipalities and public landowners. The Landholders' Table developed the Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park (the "Agreement") which identifies the lands to be included in Rouge National Urban Park, and the process for transferring the lands to Parks Canada.

This report describes progress to date in establishing Rouge National Urban Park and recommends that the City enter into the Agreement substantially in the form as attached to this report. Further, this report recommends that staff be directed to undertake the necessary steps to effect the transfer of City properties to Parks Canada for nominal consideration and to enter into such other easements, leases, licenses, supplemental agreements and/or amending agreements as required to give effect to the Agreement. Parks Canada is moving forward with its recommendations for a Federal legislative framework that will establish and govern the Park, as well as preparing a draft management plan for public review.

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**Financial Implications:** The establishment of Rouge National Urban Park requires the transfer to the Federal Government of lands owned by various governments and public agencies that are within the Rouge National Urban Park Study Boundary. Once transferred, these lands will no longer be subject to "PILTs" (payment in lieu of taxes) as they will be used and developed as an urban park and the Federal Government is not subject to municipal property taxes. An analysis of the assessment value and property taxes of lands in south Pickering that are included within the Rouge National Urban Park Study Boundary results in an estimated property tax loss to the City of approximately \$6,000.00 annually.

Pickering will be required to continue to provide municipal services (such as fire, and by-law enforcement) to lands both publicly and privately owned that are situated within the City of Pickering and within the Rouge National Urban Park Study Boundary. Service agreements with the Federal Government will address the provision of municipal services and the form and amount of any compensation to be provided to the City for these services.

The capital and operating investments that will be made by the Government of Canada in Rouge National Urban Park and the associated service agreements would likely provide positive financial benefits to the City related to marketing, tourism, recreation and associated development.

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## 1. Background

In the 2011 Throne Speech, the Government of Canada made a commitment to create Canada's first national urban park in the Rouge Valley and announced its intention to work with the provincial and municipal governments, Aboriginal partners, and community stakeholders towards the establishment of Rouge National Urban Park.

As part of this process, Parks Canada, the Federal Government's representative responsible for Rouge National Urban Park established a Landholders' Table bringing together representatives from all affected public landholders, including the City of Pickering. The purpose of the Landowners' Table is to discuss the Park boundary and the process for transferring lands to Parks Canada.

At its April 2012 meeting, Pickering Council endorsed a Statement of Intent confirming the City's interest in working collaboratively with Parks Canada and other landholders to address matters of mutual interest in establishing the Park including an appropriate boundary and land transfer agreements. In June 2013, the Government of Canada and the Province agreed to a separate Memorandum of Agreement dealing with the transfer of 2,145 hectares of provincial land toward the creation of the Park. Transport Canada has also confirmed its intentions to transfer 2,023 hectares of federal lands in the northeastern part of Markham to Parks Canada.

## 2. Discussion

### 2.1 A Memorandum of Agreement to transfer lands to Parks Canada is substantially finalized

The Landholders' Table has now substantially finalized the Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park. The Agreement describes lands to be included in the Park and the process that the lands will be transferred to Parks Canada (see Draft Memorandum of Agreement, Attachment #1). The schedules describing the parcels to be transferred are in the process of being finalized.

Parties to the Memorandum of Agreement are, the Government of Canada represented by Parks Canada, the Toronto and Region Conservation Authority (TRCA), the City of Toronto, the City of Pickering, the City of Markham, the Region of York and the Region of Durham. While neither the Region of Durham or Region of York are transferring lands at this time, they are parties to the agreement to address their present and future interest in infrastructure protection and growth management, confirm their support for the creation of the Park, and ensure the Regions' ongoing involvement in the management of the Park. Property in private ownership, rail corridors, hydro transmission corridors and existing infrastructure including existing roads and stormwater facilities are to be excluded from the Park.

Pickering staff is satisfied with the draft agreement and has identified the properties proposed to be conveyed to the Park. It is recommended that Council authorize the City to enter into the Memorandum of Agreement Respecting the Assembly of Lands for the proposed Rouge National Urban Park, substantially in the form as attached to this report.

## **2.2 The Memorandum of Agreement deals with the lands that are to be included in the Park and how these lands will be transferred to Parks Canada**

The Memorandum of Agreement addresses the following:

### Park Establishment

- existing infrastructure such as roads, stormwater management facilities, rail corridors and hydro transmission corridors will be excluded from the Park
- Parks Canada will recommend for inclusion in the legislative framework, the authority to dispose of, in fee simple, a capped amount of land in the future for infrastructure purposes to accommodate future road widenings as identified in official plans
- lands not designated Park by Federal statute within 5 years of the execution of the agreement will be transferred back to the originating party without any charge

### Transfer of Lands/Due Diligence

- lands will be transferred for a nominal value
- parties will be reimbursed by Parks Canada for any out of pocket expenses incurred as a result of the transfer of the lands, including environmental assessments, surveys and registration of easements
- the final description of land to be transferred will be determined after completion of due diligence and survey work

### Interim Protection and Management

- a committee will be established by Parks Canada to advise on the implementation of the management plan (Parks Canada has recommended to the Minister of the Environment that each party to the Memorandum of Agreement be represented on that committee)
- until lands are transferred to Parks Canada, the TRCA will continue to manage, as it did prior to the dissolution of the Rouge Park Alliance, the day to day operation of the current Rouge Park

## **2.3 Ten City properties are proposed to be transferred to Parks Canada**

Properties for possible transfer to Parks Canada were identified and circulated to the City departments for comment. Following staff review, ten properties were identified as surplus to the City's requirements and are recommended for transfer to Parks Canada for inclusion in the Park.

The properties comprise approximately 8.6 hectares and are listed in Attachment #2. The properties and their property identification numbers (PINs) are shown on Attachments #3 to #7.

It is noted that within Pickering, most of the lands to be included in the Park are owned by the TRCA.

#### **2.4 Discussions on park planning, delivery of services and park management will continue**

Parks Canada is preparing a strategic management plan that will establish a long term vision and goals for the Park, outline key strategies and actions to realize that vision, and set indicators to measure achievement. Parks Canada, with the assistance of municipalities, will manage the Park under the guidance of the strategic management plan. Existing provincial and municipal plans, policies and by-laws will be replaced by policies in the strategic management plan and by Park regulations.

City staff will continue to work with Parks Canada to facilitate the transfer of City lands and provide input into the strategic management plan. Once available, staff will report to Council on the strategic management plan.

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#### **Attachments**

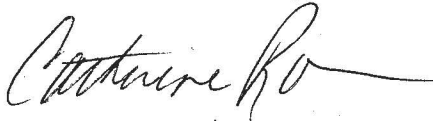
1. Draft Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park (version 8)
  2. City-owned Lands for Transfer to Parks Canada, Property Information Chart
  3. Location of City-owned Lands Proposed to be Transferred to Parks Canada
  4. Map of PINs 263000147, 263000151, 263000153, 263000157
  5. Map of PINs 263010307, Part of 263690001, Part of 236690226
  6. Map of PINs 263690001, Part of 263690226, 263690318, 263690652, Part of 263700131
  7. Map of PINs 263700131, 263700652
-



**Prepared By:**



Deborah Wylie, MCIP, RPP  
Senior Planner – Policy



Catherine Rose  
Chief Planner

DW:jf

**Approved/Endorsed By:**




Tom Melymuk, MCIP, RPP  
Director, City Development



Paul Bigioni  
Director, Corporate Services & City Solicitor

Recommended for the consideration  
of Pickering City Council



Dec. 27, 2013

Tony Prevedel, P.Eng.  
Chief Administrative Officer



**AND WHEREAS** the Parties have endorsed a Statement of Intent to collaborate with the Government of Canada and other public land holders towards the establishment of a national urban park in the Rouge Valley within the Study Area illustrated and bordered in red on the sketch attached hereto as Schedule "A";

**AND WHEREAS** on May 25, 2012, the Government of Canada announced an investment of \$143.7 million over ten years for park development and interim operations and \$7.6 million per year thereafter for ongoing operations;

**AND WHEREAS** the Government of Canada has committed to include in the Rouge National Urban Park all of those lands located in the Regional Municipality of York under the administration and control of the Department of Transport and currently part of the "Pickering Airport Lands";

**AND WHEREAS** a vision has been developed for the park which states that the "Rouge National Urban Park celebrates and protects, for current and future generations, a diverse landscape in Canada's largest metropolitan area. Linking Lake Ontario with the Oak Ridges Moraine, the park offers engaging and varied experiences, inspires personal connections to its natural beauty and rich history, promotes a vibrant farming community, and encourages us to discover Canada's national treasured places.";

**AND WHEREAS** Parks Canada will be making recommendations on matters to be included in any forthcoming legislation, including the development of a Management Plan containing a long-term vision for the park, a set of management objectives and provisions for performance evaluation which will provide guidance for the management of the Park, outline the integrated delivery of Parks Canada's mandate for protection, education and visitor experience and ensure that the dynamic park mosaic of natural, cultural and agricultural landscapes and the Park's enduring values are protected for future generations.

**AND WHEREAS** the Governments of Canada and Ontario, under date of January 26, 2013, reached agreement on the provincial lands proposed for inclusion in the proposed Rouge National Urban Park and the proposed release of any interest Ontario may have in lands owned by others within the proposed Park subject to the terms and conditions set out therein;

**AND WHEREAS** the Parties have reached agreement on the lands to be transferred for inclusion in the proposed Rouge National Urban Park subject to the terms and conditions set out herein;

**NOW THEREFORE** the Parties agree as follows:

**ARTICLE 1.0 INTERPRETATION**

1. In this Agreement the following words shall have the following meaning:
  - a) "Lands" means those lands under the ownership of each individual Party and proposed by the owner of such land for inclusion in the Park and described in the individual Schedules attached hereto:

Schedule "B" – Toronto and Region Conservation Authority

Schedule "C" – City of Toronto

Schedule "D" – The Corporation of the City of Markham

Schedule "E" – City of Pickering

The Regional Municipality of York may, in the near future, identify lands that will be available for transfer to Parks Canada for inclusion in the Park. If the Regional Municipality of York makes that determination, the lands will be described in a Schedule which will be attached to and form part of this Agreement.

- b) "Minister" means the Minister of the Environment for the purposes of the Parks Canada Agency or any person authorized to act on that behalf
- c) "Park" means the proposed Rouge National Urban Park that the Government of Canada will create in the Rouge Valley of the Greater Toronto Area which will include most of the current Rouge Park plus additional lands;
- d) "Parks Canada" means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c. 31;
- e) "Party / Parties" means the Parties to this Agreement;
- f) "Pickering Airport Lands" means those lands expropriated by the Government of Canada for the purposes of the planned Pickering Airport;
- g) "Provincial Lands" means those lands under the administration and control of Ontario located within the area illustrated and bordered in red on the sketch attached hereto as Schedule "A" and proposed for inclusion in the Park, excluding Ontario's transportation and hydro transmission corridors.
- h) "Supplemental Agreement" means an agreement to be entered into by Parks Canada and a Party or Parties containing the terms and conditions that need to be satisfied prior to the conveyance of any of that Party's or Parties' Lands to Parks Canada.

#### **ARTICLE 2.0 PARK ESTABLISHMENT**

- 2.01 The Minister will recommend the establishment of the Park under the provisions of legislation to be created which will provide the specific authorities required to create, manage and administer a national urban park while also providing the flexibility to address requirements associated with the urban setting of the Park.
- 2.02 It is acknowledged that the Regional Municipality Durham will not be transferring any lands to Parks Canada under the terms and conditions of this Agreement and, as such, it is understood that none of the Articles dealing with the transfer of lands apply to or bind the Regional Municipality of Durham. It remains a signatory to the Agreement to confirm its support for the creation of the Park and to ensure its ongoing involvement in the interim protection and management of the Park as set out in Article 4.0.
- 2.03 If required, each Party agrees to undertake the process to obtain the necessary approval(s) for the transfer to Parks Canada of the Lands.
- 2.04 The Parties acknowledge that the final description of the Lands proposed for transfer to Parks Canada will be agreed to after the completion of the due diligence and survey work. If, following the due diligence, a Party's approval process determines it is unable or unwilling to transfer a portion of its Lands, any portion so identified will remain in the ownership of that Party and not subject to any of the terms and conditions of this Agreement.

- 2.05 The Parties agree that all lands associated with existing infrastructure, including, but, not limited to existing roads, road allowances, storm water management facilities, rail corridors and hydro transmission corridors will be excluded from the Park boundaries, unless otherwise agreed to by the Parties.
- 2.06 The Parties acknowledge and agree that:
- a) additional lands will be required to address future infrastructure needs that have already been identified in some of the Parties' Official Plans. These lands include, but, are not limited to, the lands that have been described and shown in heavy black line on the plan attached hereto as Schedule "F"; and
  - b) in planning for future transportation or public utility infrastructure they will attempt to limit and/or mitigate the impact on or the requirement for Park lands.
- 2.07 In order to provide the flexibility required for future above and below ground public infrastructure and transportation needs, the Minister will recommend for inclusion in the legislation in respect of the Park the authority to dispose of title in public lands in the Park to a federal, provincial or municipal authority, including a conservation authority established by and under a provincial statute. The Minister will recommend a cap on the amount of lands available for disposal under this authority.
- 2.08 The Parties agree that:
- a) if a Party requires additional lands for future transportation or public utility infrastructure as contemplated in Article 2.07 above, the Party will make a written request to Parks Canada and Parks Canada may grant the disposition of title to the lands subject to any duty at law to consult with and accommodate Aboriginals.
  - b) the disposition of title will be completed for nominal consideration if the lands to be disposed of were originally transferred to Parks Canada by the Party making the request. Parks Canada acknowledges and agrees that, for the purpose of qualifying for a disposition of title for nominal consideration contemplated by Article 2.08 a), the Party making the request does not need to be the Party that requires the lands for infrastructure purposes.
  - c) for greater certainty and without limitation, Parks Canada may refuse to grant a disposition of title to the Party for the specified infrastructure if to grant the disposition would be contrary to or inconsistent with law or policy applicable to the Park;
  - d) before Parks Canada makes a final determination to refuse to grant a disposition of title to a Party for the lands, Parks Canada will enter into discussions with the Party to attempt to resolve the matter to the satisfaction of both Parties in accordance with the process set out in Article 5.0; and
  - e) should the Parties be unable to resolve the matter, Parks Canada will provide the requesting Party with its reasons for refusing to grant the disposition in writing.

- 2.09 In order to provide further flexibility required for future above and below ground public infrastructure and transportation needs, the Minister will recommend for inclusion in the legislation in respect of the Park the unfettered authority to grant easements over, enter into leases and issue licenses for the occupation of public lands in the Park for above and below ground public infrastructure and transportation needs. The Minister's recommended cap on disposal of title, as set out in section 2.07 above, will not apply to its authority to enter into leases of, grant easements over and issue licenses of occupation relating to public lands in the Park.
- 2.10 The Parties agree that:
- a) if a Party requires any lands for future transportation or public utility infrastructure, the Party will make a written request to Parks Canada and Parks Canada will grant an easement to, enter into a long term lease with or issue a license of occupation to the Party for the specified transportation or public utility infrastructure;
  - b) an easement, lease or license of occupation for the specified transportation or public utility infrastructure will be in the form as agreed to by the Parties acting reasonably, suitable for registration in the Provincial system and having consideration of Parks Canada's standard form at the time of the written request;
  - c) despite section 2.10 a):
    - i) Parks Canada may refuse to grant an easement to, enter into a long term lease with or issue a license of occupation to a Party for the specified transportation or public utility infrastructure if to grant an easement, enter into a long term lease or issue the license of occupation would be contrary to or inconsistent with law or policy applicable to the Park;
    - ii) before Parks Canada makes a final determination to refuse to grant an easement to, enter a long term lease with or issue a license of occupation to a Party for the specified transportation or public utility infrastructure, Parks Canada will enter into discussions with the Party to attempt to resolve the matter to the satisfaction of both Parties in accordance with the process set out in Article 5.0; and
    - iii) should the Parties be unable to resolve the matter, Parks Canada will provide the requesting Party with its reasons for refusing to grant the easement, enter into a long term lease or issue a license of occupation in writing.
  - d) the obligation in section 2.10 a) to grant an easement to, enter into a long term lease with or issue a license of occupation to a Party is subject to any duty at law to consult with and accommodate Aboriginals.
- 2.11 Upon completion of all the required due diligence and survey work, a Party, upon receiving a written request from Parks Canada, will proceed on a reasonable basis with the transfer to Parks Canada of its part of the Lands as determined herein. The Party will deliver to Her Majesty the Queen in right of Canada a grant, in the form of a registerable Deed/Transfer of Land which shall be prepared by the Party in a form satisfactory to the Parties.
- 2.12 The obligation of a Party to transfer its Lands or any part thereof to Parks Canada is subject to the following conditions precedent:

- a) the Party will have secured its requisite approvals and authorities, including, without limitation, approval from its respective Board or Council to transfer its part of the Lands to Parks Canada;
  - b) the Party will have entered into a Supplemental Agreement with Parks Canada, if it has in writing given notice to Parks Canada on or before the date of this Agreement or within thirty (30) days of this Agreement, that it requires a Supplemental Agreement with Parks Canada to establish further terms and conditions respecting the transfer of its part of the Lands to Parks Canada; and
  - c) all conditions precedent to the transfer of Lands set out in a Supplemental Agreement will have been satisfied or waived by the Party benefiting from such condition.
- 2.13 When title to the Lands has been transferred to Her Majesty the Queen in right of Canada, Parks Canada will recommend the inclusion of the Lands in federal legislation to ensure their ongoing protection as part of the Rouge National Urban Park.
- 2.14 The Parties agree that:
- a) if, within five (5) years of the date Lands are transferred to Parks Canada by a Party, the Lands are not designated by a statute of Canada as part of the Park, the Party may on written notice to Parks Canada within six (6) months of that five (5) year anniversary request the return of the Lands, in which case Parks Canada will return the Lands to the Party without charge;
  - b) if Lands transferred to Parks Canada by a Party are designated by a statute of Canada as part of the Park but such designation thereafter ceases to be effective, that Party may on written notice to Parks Canada within six (6) months of the designation ceasing to be effective request the return of the Lands, in which case Parks Canada will return the Lands to that Party without charge;
  - c) should any portion of a Party's Lands, whether designated or not, be required to effect a disposal to a Party other than itself contemplated by Article 2.07, the provision for Parks Canada to transfer back to that Party referred to in Article 2.14 (a) above shall not apply to those lands; and
  - d) all costs associated with any transfer contemplated by Article 2.14 a) and b) will be paid by Parks Canada unless related to a disposal contemplated in Article 2.07.

### ARTICLE 3.0 DUE DILIGENCE/TRANSFER OF LANDS

- 3.01 The Parties agree that all transfers of land to Parks Canada will be completed at "nominal value".
- 3.02 Parks Canada agrees:
- a) to reimburse each Party its demonstrable, prepaid (out of pocket) costs associated with the due diligence required on the part of the Party to effect the transfer of its part of the Lands as well as the demonstrable, prepaid (out of pocket) and reasonable costs of the transfers provided Parks Canada has, acting reasonably, approved these costs in advance and in writing. These costs include, but, are not limited to:

- Environmental Assessments
  - Property Valuation Costs (if required)
  - Survey costs (if required to identify and describe the lands to be transferred)
  - Federal Heritage Building Review (FHBRO)
  - Legal Costs attributable to the transfer of the respective Parties' lands, including costs to amend existing agreements and closing costs
- b) to reimburse a pre-approved cost within thirty (30) calendar days of receiving a request and the appropriate documentation from a Party.
- c) Parks Canada will reimburse the costs in Article 3.02 a) regardless of the transfers being completed or not.
- 3.03 Parks Canada will, immediately following execution of this Agreement, proceed with all of the required due diligence associated with the transfers of the Lands.
- 3.04 The Parties agree to work cooperatively in completing the due diligence work in order to limit duplication of costs and will, whenever possible, complete one report or assessment that meets and satisfies their respective requirements.
- 3.05 The Parties agree to disclose to Parks Canada all known unregistered easements, covenants and agreements which may affect the title of the lands that they are transferring to Parks Canada and which the Parties are aware of to the best of their knowledge without conducting any investigations. Parks Canada shall not call for the production of any title, deed, abstract or other evidence of title to Lands except those that are in control and possession of the Parties.
- 3.06 The Parties acknowledge that there may be known unregistered easements over some of the Lands that provide for below ground infrastructure and agree that these easements will be documented and registered either prior to or immediately after the Lands are designated under a statute of Canada.
- 3.07 Parks Canada's will accept title to the Lands in an "as is where is" condition and subject to any existing easements, leases or licences. However, if, upon completion of the due diligence Parks Canada is not satisfied with the title and/or environmental condition of the Lands or any portion of the Lands, then Parks Canada retains the right to refuse to accept the transfer of any portion of the Lands in question in which case that portion of the Lands will not be included in the Park and Parks Canada's obligations in this Agreement in respect of that portion of the Lands will terminate.
- 3.08 On the date of transfer to Parks Canada by a Party of that Party's portion of the Lands, that Party will deliver vacant possession of that Party's portion of the Lands to Parks Canada subject to any existing tenancies that may exist at that time and, when and if required, existing leases of land will be assigned to and assumed by Parks Canada pursuant to an assignment and assumption agreement in form and content satisfactory to the Parties.
- 3.09 The Parties agree that at any time after the date of this Agreement, Parks Canada may, at its discretion, acquire on a willing buyer willing seller basis or by donation, other lands within the proposed Park boundary for addition to the Rouge National Urban Park. Parks Canada's primary interest in future acquisitions will be acquisitions that provide enhanced visitor access and further educational opportunities, visitor experience, ecological connectivity and habitat improvements.



**ARTICLE 4.0 INTERIM PROTECTION AND MANAGEMENT**

- 4.01 Until the transfer by a Party of its portion of the Lands is completed, all of that Party's portion of the Lands remain at the risk of that Party to the date of transfer to Parks Canada and thereafter shall be at the risk of Parks Canada. Prior to the completion of the transfers of the Lands, the Parties will not authorize or undertake any action that would materially diminish the value of their portion of the Lands for national urban park purposes.
- 4.02 Transition Measures will be developed to allow for interim governance of the proposed Park during the establishment process and until a permanent governance structure is created and the Lands have been transferred to Parks Canada. A Transition Advisory Committee will be created and chaired by Parks Canada and associated Terms of Reference will be developed for recommendation to the Minister. The Committee will ensure that the diversity of interests is reflected and will provide advice and input on the establishment process and any transition measures required. Parks Canada has recommended to the Minister that each Party to this Agreement have representation on the Committee.
- 4.03 Until the Lands are transferred to Parks Canada, the Toronto and Region Conservation Authority (TRCA) will continue to manage, as it did prior to the dissolution of the Rouge Park Alliance, the day to day operation of the current Rouge Park. Any agreements or arrangements established between the TRCA and any of the other Parties will remain in full force and effect with respect to the existing Rouge Park until the Lands have been transferred to Parks Canada unless otherwise mutually agreed to by TRCA and the other Party.

**ARTICLE 5.0 DISPUTE RESOLUTION**

- 5.01 In the event that one Party is not satisfied with the performance of another Party in carrying out any of the roles and responsibilities outlined in this Agreement, the Parties will work to resolve the issue or issues to their mutual satisfaction within a reasonable time. If the resolution attempts are unsuccessful and a Party remains unsatisfied, efforts will be made to amicably resolve the dispute through discussions between officials at similar levels, escalating to more senior level officials when necessary.

**ARTICLE 6.0 TERM**

- 6.01 This Agreement shall be effective once executed by all Parties and shall remain in full force and effect until January 24, 2028 at which time it will terminate and be fully at an end, except for Articles 2.06 b), 2.08, 2.10, 2.14, 3.09, 5.0 and 7.0 which will survive termination and continue to bind the Parties.

**ARTICLE 7.0 MISCELLANEOUS**

- 7.01 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and may not be modified except by subsequent written agreement executed by all Parties.

- 7.02 No term, condition, covenant or other provision of this Agreement will be considered to be waived by the Parties unless such waiver is expressed in writing by the Parties. The waiver by the Parties of any breach by the other Parties of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver by any further or other breach of the same or any term, condition, covenant or other provision and the consent or approval of the Parties to any act by the other Parties requiring the consent or approval of the Party will not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other Parties.
- 7.03 All notices, documents or communications required or permitted to be given under this Agreement must be in writing and will be deemed to be given on the first business date of the recipient following delivery by hand or facsimile to the Parties to whom it is to be given as follows:
- to Parks Canada:           Field Unit Superintendent  
                                  Rouge National Urban Park  
                                  3620 Kingston Road  
                                  Toronto, ON. M1M 1R9
- to TRCA:
- to City of Toronto:        Director, Real Estate Services  
                                  55 John Street, 2<sup>nd</sup> Floor, Metro Hall  
                                  Toronto, ON. M5V 3C6
- to The Corporation of the City of Markham:
- to City of Pickering:
- to Regional Municipality of York:
- to Regional Municipality of Durham:   The Regional Municipality of Durham  
  605 Rossland Road East  
  Whitby, Ontario. L1N 6A3  
  Attention: Regional Clerk
- 7.04 This Agreement is binding upon and enures to the benefit of the Parties and their successors and assigns.
- 7.05 The Schedules attached to this Agreement form part of this Agreement.
- 7.06 Nothing in this Agreement is to be construed as authorizing one Party to incur any obligation on behalf of any of the other Parties or to act as an agent for any of the other Parties, except where otherwise specifically provided herein.
- 7.07 The Parties covenant and agree that they shall at all times hereafter execute and deliver, at the request of any other Party, all such further documentation and instruments and shall do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.
- 7.08 All monetary obligations of Parks Canada under this Agreement will be subject to the necessary appropriations required to meet such obligations being made available by the Parliament of Canada.
- 7.09 Any obligation of a Party under this Agreement is subject to that Party obtaining any necessary approvals and authorities that it may require.

- 7.10 The Parties agree that this Agreement and all related information will be subject to all applicable access to information and protection of privacy legislation.
- 7.11 This Agreement has been executed in the Province of Ontario and shall be construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

**IN WITNESS WHEREOF**, the Parties have caused this to be executed by their duly authorized signing officers as of the date noted above.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of the Environment for the purposes of the Parks Canada Agency

\_\_\_\_\_  
Witness Per: \_\_\_\_\_

**TORONTO & REGION CONSERVATION AUTHORITY**

\_\_\_\_\_  
Witness Per: \_\_\_\_\_

**CITY OF TORONTO,**

\_\_\_\_\_  
Witness Per: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF MARKHAM,**

\_\_\_\_\_  
Witness Per: \_\_\_\_\_

**CITY OF PICKERING,**

\_\_\_\_\_  
Witness Per: \_\_\_\_\_

**THE REGIONAL MUNICIPALITY OF YORK,**

\_\_\_\_\_  
Witness Per: \_\_\_\_\_

**THE REGIONAL MUNICIPALITY OF  
DURHAM,**

\_\_\_\_\_  
Witness

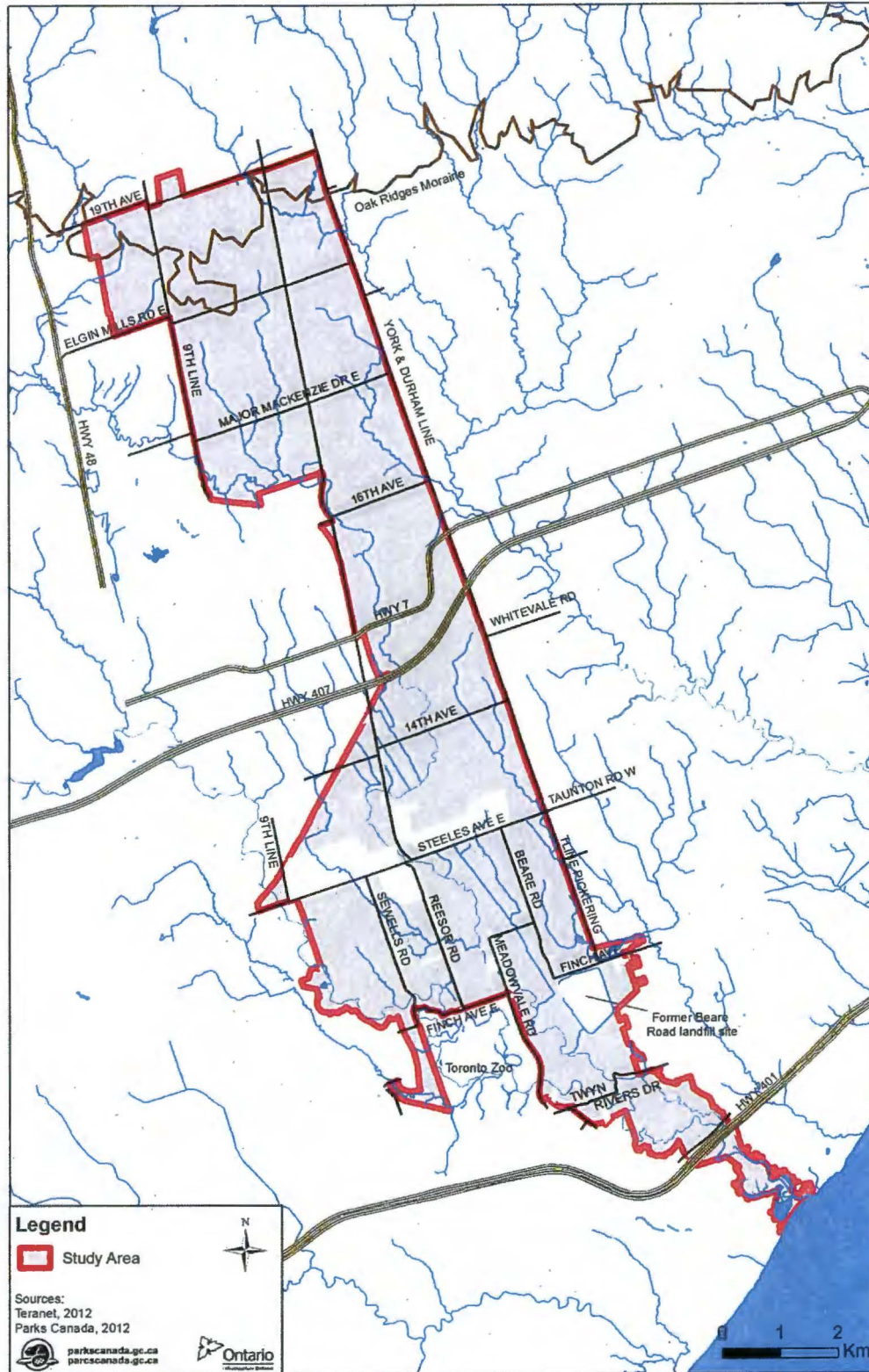
Per: \_\_\_\_\_  
Roger Anderson  
Regional Chair and Chief Executive Officer

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Deborah Bowen  
Regional Clerk

DRAFT


### Schedule "A" Rouge National Urban Park Study Area




**Legend**

Study Area

Sources:  
Teranet, 2012  
Parks Canada, 2012

 parks.canada.gc.ca  
parcs.canada.gc.ca

 Ontario

Note: The Study Area shows the lands currently under review for possible inclusions/exclusions to the national urban park. This map does not represent park boundaries. All private lands are excluded from the Study Area.

**SCHEDULE "B"**

**TORONTO REGION CONSERVATION AUTHORITY LANDS TO BE TRANSFERRED**

**Parcel Identification Number**

DRAFT

SCHEDULE "B" CON'T

DRAFT

**SCHEDULE "C"**

**CITY OF TORONTO LANDS TO BE TRANSFERRED**

**Parcel Identification Numbers**

DRAFT



**SCHEDULE "D"**

**CORPORATION OF THE CITY MARKHAM LANDS TO BE TRANSFERRED**

**Parcel Identification Numbers**

DRAFT

**SCHEDULE "E"**

**CITY OF PICKERING LANDS TO BE TRANSFERRED**

**Parcel Identification Numbers**

263000147 Part of

263000151

263000153

263000157

263010307

263690001

263690226 Part of

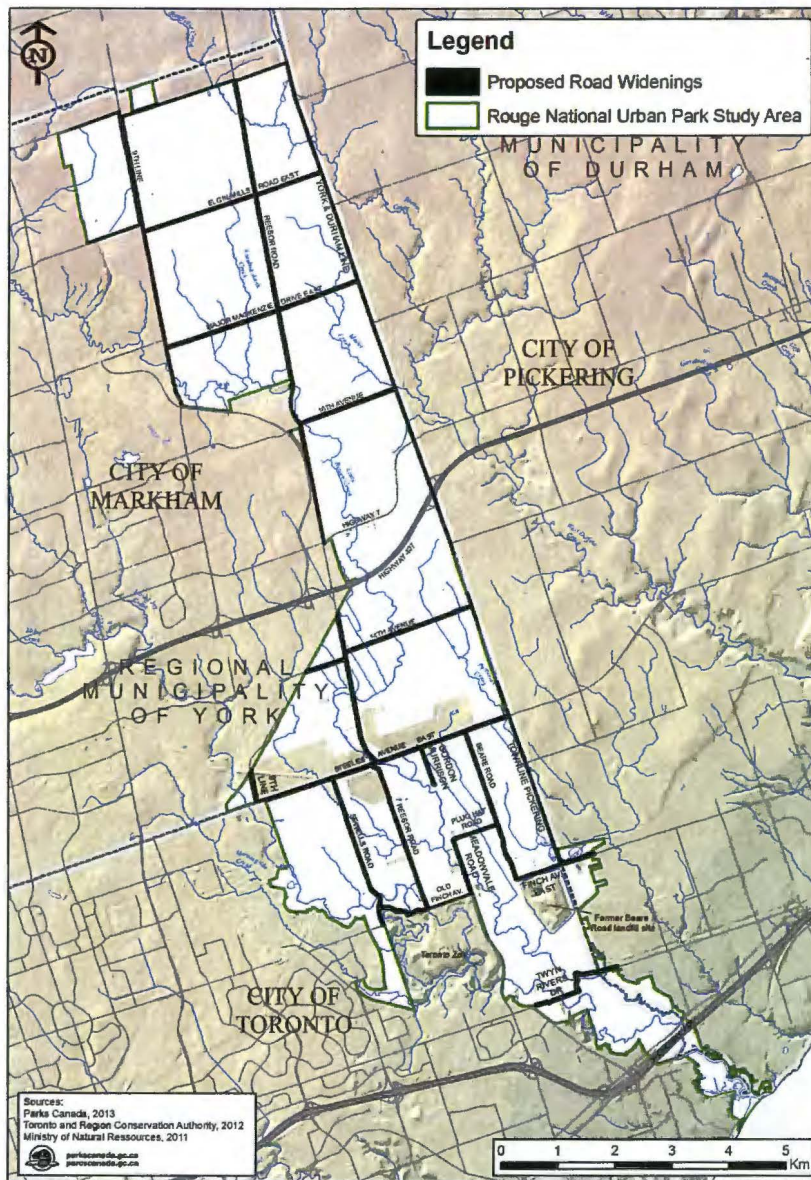
263690318

263700131

263700652

DRAFT

Schedule 'F'



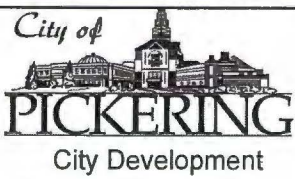
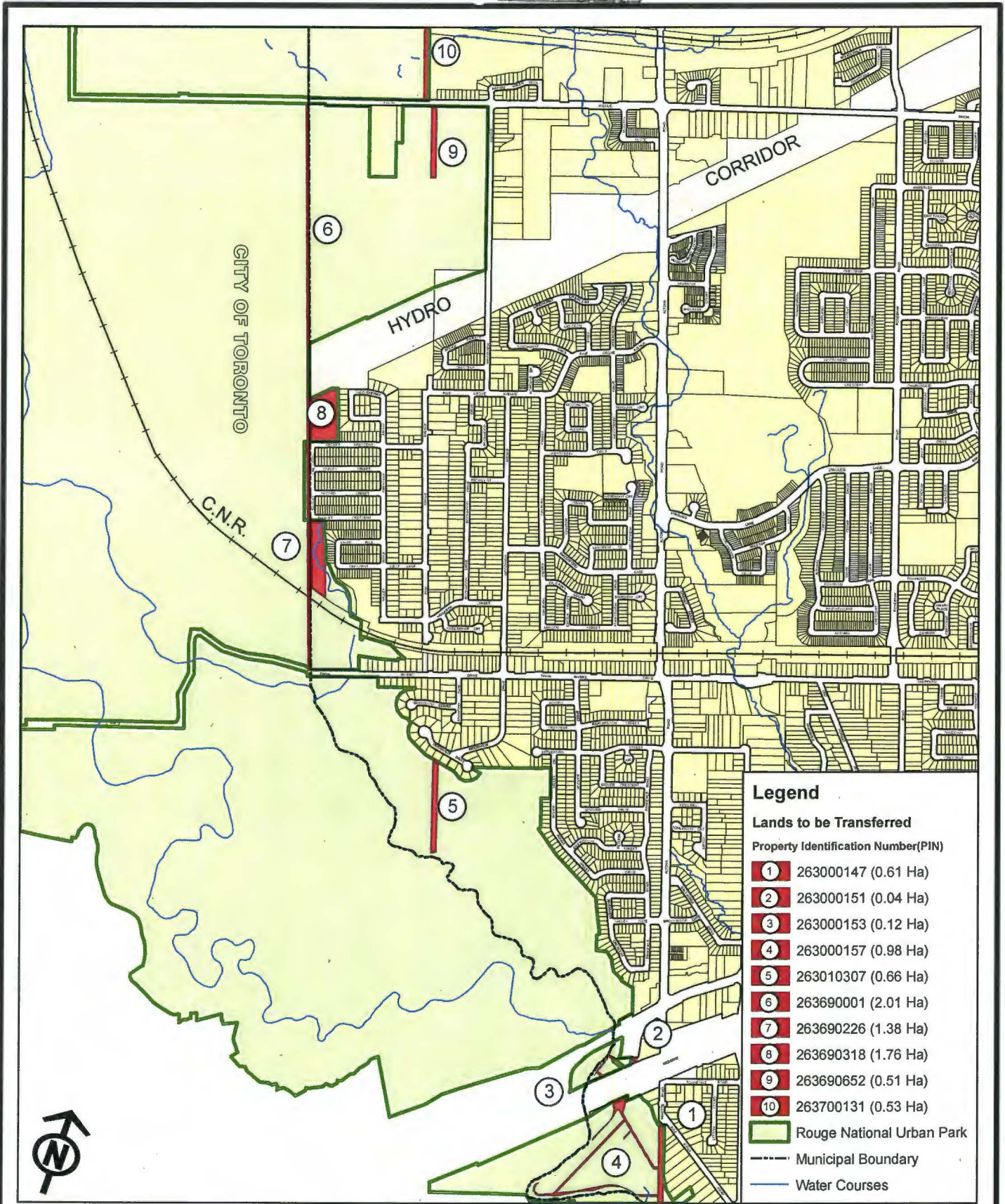
Note: This map is a Study Area only. The lands shown are currently under review for possible inclusions/exclusions to the national urban park. This map does not represent proposed park boundaries. All private lands are excluded from the study area.

- 1) 14th Ave - 36 m (Potential road widening plus jog elimination at Reesor Road. Minor intersection realignment required at 11th Concession)
- 2) 16th Ave - 36 m (Potential road widening plus jog elimination at Reesor Road. EA complete.)
- 3) Major Mackenzie Drive - 36 m (Potential road widening plus jog elimination at 9th Line)
- 4) York Durham Townline - 36 m (Potential road widening to 4 lanes)
- 5) 9th Line - 43-45 m (Potential widening to 4 GPL plus 2 HOV north of Donald Cousens Parkway and 4 GPL plus dedicated transitway south of Donald Cousens Parkway. Jog elimination at 9th Line intersections with Major Mackenzie Drive, Elgin Mills Road and 19th Avenue)
- 6) Donald Cousens Parkway - 36 m (Road widening to 4 lanes, where not already implemented)
- 7) Steeles Ave - 36 m (Potential for additional widening associated with future rapid transit line identified in the Durham/Toronto/York Area Transportation Study, MTO, August 2009. Steeles Avenue improvements will require construction staging areas for replacement of structures at the Rouge River, Little Rouge Creek and CN Rail Line (plus provisions for rail delour)
- 8) Sewells Road, Finch to Steeles, existing ROW 20m, Official Plan 27m
- 9) Reesor Road, Finch to Steeles, existing ROW 20m, Official Plan 27m
- 10) Meadowvale Road, Finch to Plug Hat, existing ROW 20m, Official Plan 27m
- 11) Gordon Murison Lane, Passmore to Steeles, existing ROW 20m, Official Plan 27m
- 12) Beare Road, Finch to Steeles, existing ROW 20m, Official Plan 27m
- 13) Pickering Town Line, Finch to Steeles, existing ROW 20m, Official Plan 27m
- 14) Finch Avenue, Reesor to Meadowvale, existing ROW 20m, Official Plan 27m
- 15) Finch Avenue, Beare to Pickering Town Line, existing ROW 20m, Official Plan 27m
- 16) Plug Hat Road, Meadowvale to Beare, existing ROW 20m, Official Plan 27m
- 17) Steeles Avenue, North and South Side, Rouge River to Pickering Town Line, existing ROW varied, Official Plan 36m
- 18) Meadowvale Road, Sheppard to Finch, road limits to be based on existing condition
- 19) Zoo Road Bridge and Ramps, limits to be based on existing condition
- 20) Twyn Rivers Drive, right of way limits to be determined
- 21) Finch Avenue Diversion, Sewells to Reesor existing 20m, right of way limits to be determined
- 22) 19th Avenue, draft Official Plan 30.5m plus jog elimination at Reesor Road
- 23) Elgin Mills Road, draft Official Plan 30.5m plus jog elimination at Reesor Road
- 24) Reesor Road, draft Official Plan 30.5m plus jog elimination at Elgin Mills and 19th Ave
- 25) Eleventh Line, existing rt of way
- 26) Donald Cousens Parkway, south of 14th Ave to Box Grove Bypass, easement required no planned widening

December 18 2013

City-Owned Lands for Transfer to Parks Canada  
 Property Information Chart

PIN	Legal Description	Road Closure Required
263000147	Road allowance between Lots 32 & 33, Range 3, BFC (aka Winette Road) between Highway 401 and Rouge River, being, Firstly: road allowance between Lots 32 & 33, Range 3, BFC; Secondly: part of the road allowance between Lots 32 & 33, Range 3, BFC, as closed by By-law CO167872; Part Lot 29, Plan 350, being Part 3, 40R-3644; Part Lot 33, Range 3, BFC, being Parts 3 and 4, 40R-3981	Yes
263000151	Morgan Avenue, Plan 189 between Kingston Road and Highway 401	Yes
263000153	Riverside Lane, Plan 189 and lanes on Plan 189 lying north of Highway Plan 45	Yes
263000157	Morgan Avenue, Plan 189, Riverside Lane, Plan 189 & lanes on Plan 189 lying south of Highway Plan 45 and west of road allowance between Lots 32 & 33, Range 3, BFC	Yes
263010307	Road allowance between Lots 34 & 35 as closed by By-law CO248850 & CO248851, Range 3, BFC, between Part 4, 40R-9629 and Rouge River	No
263690001	Road allowance between Township of Scarborough and Township of Pickering, Con. 1, east of Centre Line	Yes
263690226	Block 115, Plan 40M-1735	No
263690318	Block 84, Plan 40M-1778	No
263690652	Road allowance between Lots 34 & 35 Con. 1, between Part 1, 40R-3068 & Finch Avenue closed by By-law PI22182	No
263700131	Road allowance between Lots 34 & 35, Con. 2, closed by By-law P122182 between CPR and Finch Avenue	No



Rouge National Urban Park  
 Location of City Owned-Lands Proposed to be Transferred to Parks Canada

DATE: December 19, 2013

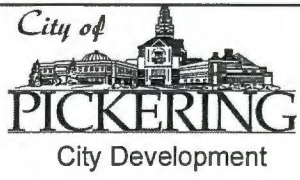
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Data Sources:  
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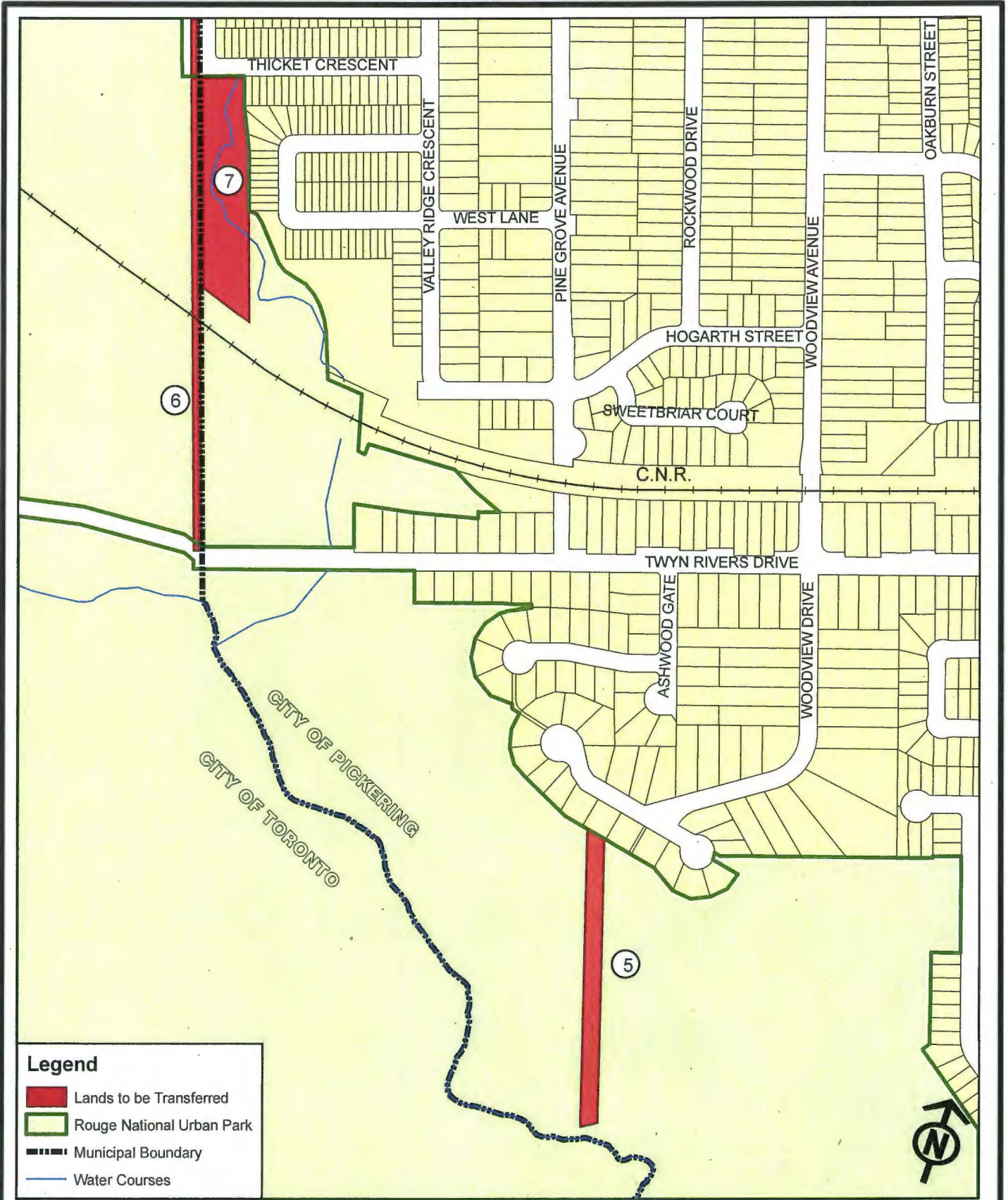
**Legend**

- Lands to be Transferred
- Rouge National Urban Park
- Municipal Boundary
- Water Courses



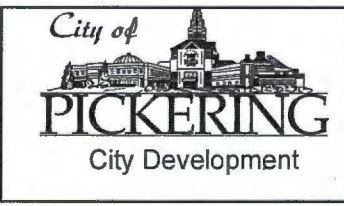
Rouge National Urban Park	
Map of Pins: ① Part of 263000147, ② 263000151, ③ 36300153, ④ 26300157	
	DATE: December 19, 2013
	SCALE: 1:4,000 PN-1

Data Sources:  
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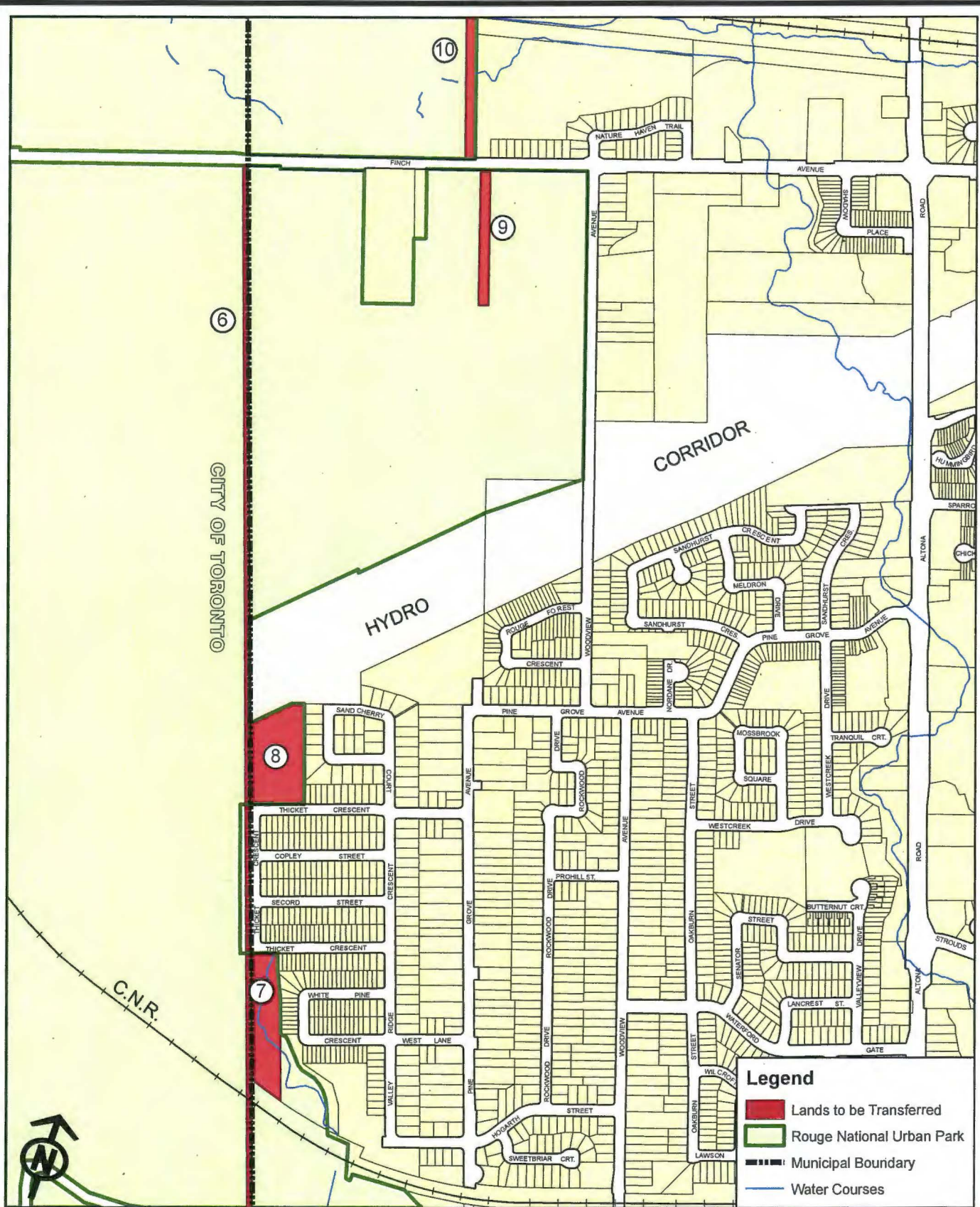


**Legend**

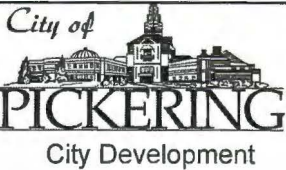
- Lands to be Transferred
- Rouge National Urban Park
- Municipal Boundary
- Water Courses



Rouge National Urban Park	
Map of PINs: ⑤ 263010307, ⑥ Part of 263690001, ⑦ Part of 263690226	
	DATE: December 19, 2013
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- Legend**
- Lands to be Transferred
  - Rouge National Urban Park
  - Municipal Boundary
  - Water Courses



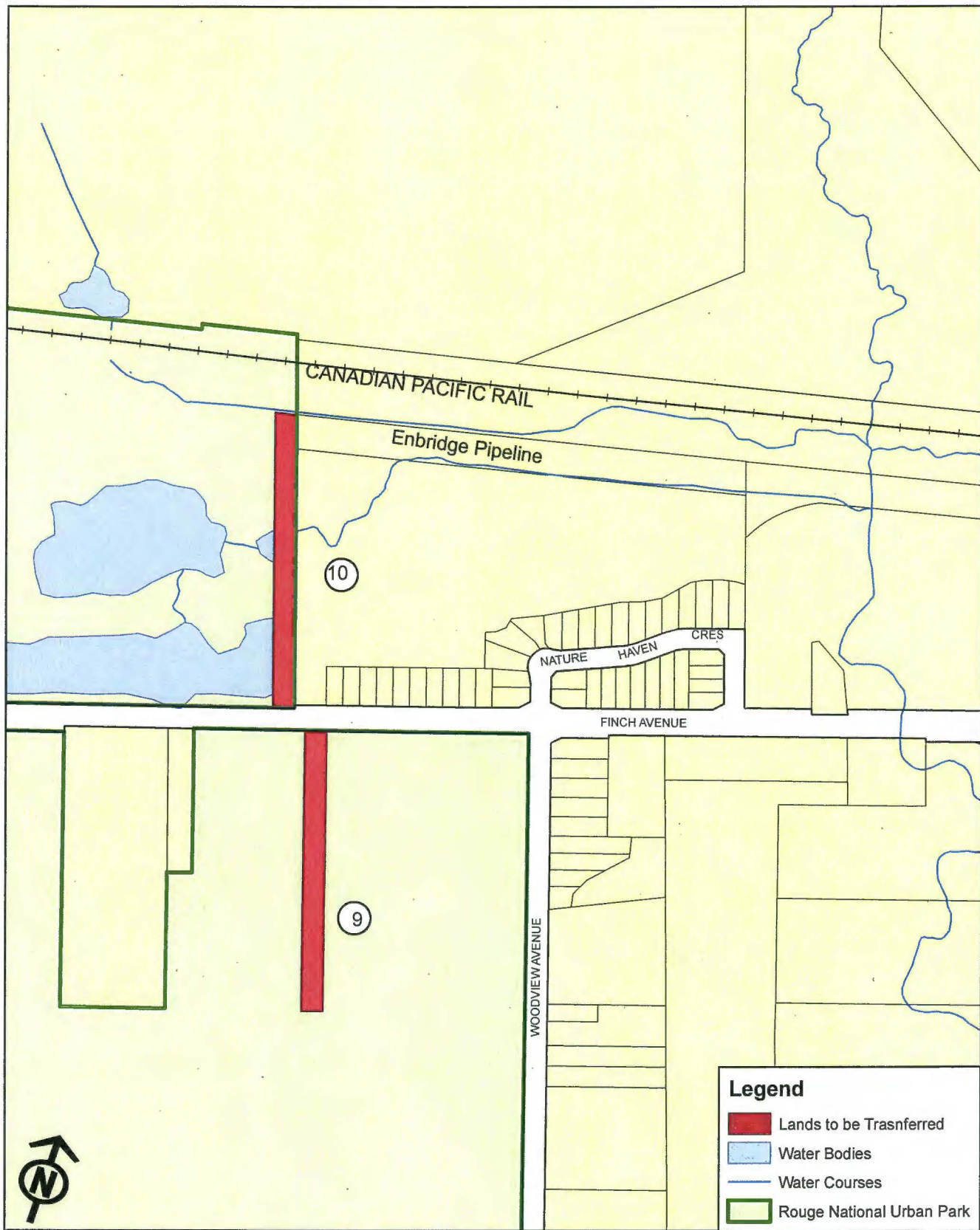
Rouge National Urban Park  
 Map of PINs: ⑥ 263690001, ⑦ 263690226, ⑧ 263690318, ⑨ 263690652,  
 ⑩ Part of 263700131

DATE: December 19, 2013

SCALE: 1:10,026 PN-10

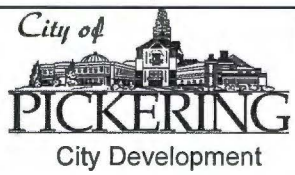
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**Legend**

- Lands to be Transferred
- Water Bodies
- Water Courses
- Rouge National Urban Park



Rouge National Urban Park	
Map of PINs: ⑨ 263700652, ⑩ 262700131	
	DATE: December 19, 2013
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