



March 7, 2014



Mr. Andrew Campbell
Vice President, External Relations and Visitor Experience
Parks Canada
25 Eddy Street
Mail Stop: 25-6-Y
Gatineau, QUE K1A 0M5

The Regional Municipality of Durham

Corporate Services Department - Legislative Services

605 ROSSLAND RD. E.
PO BOX 623
WHITBY ON L1N 6A3
CANADA

905-668-7711
1-800-372-1102
Fax: 905-668-9963

www.durham.ca

Matthew L. Gaskell
Commissioner of Corporate Services

RE: ROUGE NATIONAL URBAN PARK – MEMORANDUM OF AGREEMENT RESPECTING THE ASSEMBLY OF LANDS FOR THE PROPOSED ROUGE NATIONAL URBAN PARK AND UPDATE (2014-P-14), OUR FILE: D07

Mr. Campbell, the Planning & Economic Development Committee of Regional Council considered the above matter and at a meeting held on March 5, 2014, Council adopted the following recommendations of the Committee:

- "a) That the 'Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park' (Agreement), substantially in the form contained in Attachment #2 to Report #2014-P-14 of the Commissioner of Planning and Economic Development, be approved;
- b) That the Regional Chair and Regional Clerk be authorized to execute the final Agreement, on behalf of the Corporation, subject to the concurrence of the Regional Solicitor of any immaterial amendments; and
- c) That a copy of Report #2014-P-14 be forwarded to Parks Canada, the Ontario Ministry of Infrastructure, the Cities of Pickering, Markham and Toronto, the Region of York, and the Toronto and Region Conservation Authority."

Please find enclosed a copy of Report #2014-P-14 of A.L. Georgieff, Commissioner of Planning and Economic Development, for your information.

Deb Bowen

D. Bowen, AMCT
Regional Clerk/Director of Legislative Services

DB/tf

c: Please see attached list

If this information is required in an accessible format, please contact the Accessibility Co-ordinator at 1-800-372-1102 ext. 2009.

- c: P. Veinotte, Superintendent, Rouge National Urban Park, Parks Canada
M. Allan, Director, Realty Management Branch, Ontario Ministry of
Infrastructure
D. Shields, Clerk, City of Pickering
K. Kitteringham, City Clerk, City of Markham
U. Watkiss, City Clerk, City of Toronto
D. Kelly, Regional Clerk, Regional Municipality of York
B. Denney, Chief Administrative Officer, Toronto & Region
Conservation Authority
A.L. Georgieff, Commissioner of Planning and Economic Development



The Regional Municipality of Durham
To: The Planning & Economic Development Committee
From: Commissioner of Planning and Economic Development
Report No.: 2014-P-14
Date: February 18, 2014

SUBJECT:

Rouge National Urban Park – Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park and Update, File D07-71-02

RECOMMENDATIONS:

- a) THAT the “Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park” (Agreement), substantially in the form contained in Attachment No. 2 to Commissioner’s Report No. 2014-P-14, be approved;
 - b) THAT the Regional Chair and Regional Clerk be authorized to execute the final Agreement, on behalf of the Corporation, subject to the concurrence of the Regional Solicitor of any final immaterial amendments; and
 - c) THAT a copy of Commissioner’s Report No. 2014-P-14 be forwarded to Parks Canada, the Ontario Ministry of Infrastructure, the Cities of Pickering, Markham and Toronto, the Region of York, and the Toronto Region Conservation Authority.
-

REPORT:

1. **PURPOSE**

1.1 The purpose of this report is to:

- (i) provide an update on matters related to the establishment of the Rouge National Urban Park; and
- (ii) seek Council approval and authorization to be signatory to the “Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park” (Agreement).

2. BACKGROUND

- 2.1 In April 2010, Regional Council adopted a resolution supporting a framework for moving forward with the creation of a national urban park in the Rouge Valley. Council indicated that the resulting park must recognize and permit any and all infrastructure needed to accommodate growth in the eastern Greater Toronto Area, and that the viability of agriculture in the park be addressed, to maintain the opportunity for near urban food production. Council also directed that the Region participate in negotiations leading to the creation of the park, to ensure the interests of Durham Region are addressed.
- 2.2 On June 3, 2011, the Federal government announced its intent to work toward establishing the Rouge National Urban Park (Park). Subsequently, Parks Canada initiated the process to create Canada's first national urban park.
- 2.3 On April 4, 2012, Regional Council endorsed a "Statement of Intent – Towards Cooperation and Collaboration in the Establishment of a National Urban Park in the Rouge Valley", as an expression of Durham Region's willingness to work with the other participants towards establishing the Park (Commissioner's Report 2012-P-25).

3. FURTHER BACKGROUND

- 3.1 In June 2012, Parks Canada released a concept plan, which included a proposed study area, vision, and overview of how the Park will be established, protected and managed. To gather public comment, Parks Canada held several information sessions to present the concept plan, and conducted an online public survey. The concept plan recognizes and addresses the Region's requests to accommodate infrastructure needs, and opportunities for the continuation of agriculture in the Park.
- 3.2 In July 2012, the Rouge Park Alliance was dissolved, and management of Rouge Park was transferred to the Toronto Region Conservation Authority (TRCA), until such time the Park was formally established, and Parks Canada can assume operational control. During this period, Parks Canada has been

funding TRCA for certain costs associated with the day-to-day operation of the existing Rouge Park lands, through Interim Management Agreements.

- 3.3 On January 26, 2013, the Federal and Provincial governments reached an agreement for the transfer of 2,145 hectares (5,300 acres) of provincial land toward the creation of the Park.
- 3.4 On June 11, 2013 the Federal government (Transport Canada) announced its plans to transfer approximately 2,025 hectares (5,000 acres) of the federally owned airport lands in northeast Markham to Parks Canada, for the Park (refer to map - Attachment 1).
- 3.5 Regional staff have attended "Landholders Table" meetings to address matters related to Park boundaries (lands to be included or excluded); strategies and mechanisms for the transfer of the publicly owned lands to Parks Canada; and discussion regarding transitional measures for interim governance prior to the public land being transferred to Parks Canada. The intent is to implement the outcome of these deliberations through a Memorandum of Agreement that would be endorsed by the participants at the Table. The Table participants are Parks Canada and public landowners (whether transferring lands or not), which include the Ontario Ministry of Infrastructure, the TRCA, Cities of Pickering, Markham and Toronto, and the Regions of Durham and York.

4. **AGREEMENT**

- 4.1 The Landholders Table has now agreed upon a proposed boundary for the Park. The proposed Park will total approximately 5,800 hectares (14,300 acres), linking Lake Ontario to the Oak Ridges Moraine, within an urban setting.
- 4.2 The Landholders Table has also prepared a proposed Agreement to set out the processes under which the public lands proposed for inclusion in the Park can be transferred to Parks Canada, and how land can be acquired from Parks Canada for future infrastructure and transportation needs.

4.3 Key elements of the proposed Agreement (refer to Attachment 2) include:

- Provisions for the establishment of the Park, including:
 - the requirement for federal legislation to establish, manage and administer the Park;
 - the authority to transfer Park land to public authorities for future infrastructure and transportation needs;
 - the acknowledgement that Durham Region is not transferring land for the Park, but it is signatory to the Agreement to confirm support for the creation of the Park, and to ensure ongoing involvement in the interim protection and management of the Park;
 - the exclusion of land associated with existing infrastructure from the Park, including, but not limited to existing roads, road allowances, storm water management, rail corridors and hydro transmission corridors; and
 - the process for land transfers to Parks Canada for the Park, and the process for acquiring land or easements from Parks Canada for future infrastructure;
- Provisions for the interim protection and management of the Park, including that:
 - the TRCA will continue to manage the day-to-day operation of the existing Rouge Park lands, until additional land transfers to Parks Canada are complete; and
 - a Transition Advisory Committee will be created for interim governance of the Park, until a permanent governance structure is established. Each Party to the Agreement will have representation on the Committee; and
- Schedule 'F', which illustrates and acknowledges the need for additional lands in the Park to address future infrastructure needs, such as road widenings.

5. COMMENTS

- 5.1 As illustrated on Attachment 1, only a small portion of the proposed Park is located in Durham Region. The only land owned by the Region within the proposed Park boundary is a portion of Finch Avenue, east of the York-Durham Townline road, with an existing 20- 25 metre right-of-way width. The Region has no plans to transfer Finch Avenue to Parks Canada. The remainder of the land within the proposed Park boundary located in the Region is owned by the City of Pickering and the TRCA.
- 5.2 It should be noted however, that the attached version of the draft Agreement (Schedule 'F') has omitted the Region's portion of Finch Avenue within the proposed Park boundary, as a location for potential future road widening. To correct this technical error, Parks Canada has agreed to revise the next version of the Agreement to recognize that the Region's Official Plan allows a 26-30 metre right-of-way for Finch Avenue¹.
- 5.3 The City of Pickering is considering ten properties for transfer to Parks Canada, totalling approximately 8.6 hectares (21 acres). In this regard, in January 2014 the City of Pickering endorsed the proposed Agreement, and authorized staff to proceed with the necessary steps to effect the transfer of properties to Parks Canada, as deemed appropriate.
- 5.4 The Councils of the Cities of Toronto and Markham, and Region of York, and the Board of the TRCA have considered, or are likewise expected to consider matters related to the Agreement and transfer of land in the coming weeks.

6. FINANCIAL IMPLICATIONS

- 6.1 Parks Canada has indicated that it will be providing funding to TRCA during the transition period for certain costs associated with the day-to-day operation of the existing Rouge Park lands through Interim Management Agreements. For example, Parks Canada will be funding a number of TRCA staff

¹ More specifically, Footnote 27 will be added to Schedule 'F' of the Agreement stating "Finch Avenue, York-Durham Townline to the east limit of the proposed Park boundary, existing ROW 20-25 m, Official Plan 26-30 m" and the portion of Finch Avenue within the Region of Durham will be identified for proposed road widening with a heavy black line.

associated with management of the Park lands, until Parks Canada assumes full operation of the Park.

- 6.2 Regional staff will continue to monitor the development of the Interim Management Agreement between Parks Canada and TRCA, to ensure that Durham is not indirectly charged through any revised funding arrangements between Parks Canada and TRCA during the transition period.

7. CONCLUSIONS

- 7.1 The proposed Agreement respecting the assembly of public lands for the proposed Rouge National Urban Park addresses the Region's interests as it relates to future infrastructure requirements. Accordingly, the Agreement can be supported. Parks Canada has agreed to revise Schedule 'F' to the Agreement to identify the portion of Finch Avenue within Durham Region for potential 26-30 metre road widening, in accordance with the provisions of the Regional Official Plan.
- 7.2 Although the Region is not transferring any land to Parks Canada for inclusion in the Rouge National Urban Park, it is prudent for the Region to continue in its supportive role for this initiative, by approving the Agreement. In doing so, Regional representation on the Transition Advisory Committee can be secured, which in turn, will assist in protecting the Region's interests, by protecting for future infrastructure and mobility needs through the Park. Further, continued involvement with this initiative may assist in the Region's efforts to promote opportunities for near urban food production in the Park and connections to the Region's trails system.
- 7.3 Parks Canada is moving forward with recommendations for a Federal legislative framework that will establish and govern the Park, and is in the process of preparing a draft Parks Management Plan for public review. The Region will be afforded future opportunity to provide input into the establishment of Canada's first urban national park.

8. RECOMMENDATIONS

- 8.1 It is recommended that the “Memorandum of Agreement Respecting the Assembly of Land for the Proposed Rouge National Park”, substantially in the form provided in Attachment 2, be approved, and that the Regional Chair and Regional Clerk be authorized to execute the final Agreement, on behalf of the Corporation, subject to the concurrence of the Regional Solicitor of any final immaterial amendments.

- 8.2 It is recommended that a copy of this Report be forwarded to Parks Canada, the Ontario Ministry of Infrastructure, the Cities of Pickering, Markham and Toronto, the Region of York, and the TRCA.

- 8.3 This report was prepared in consultation with the Regional Solicitor, and the Finance and Works Departments.

- 8.4 Regional staff will continue to keep Committee and Council informed of matters as they unfold.

A.L. Georgieff, MCIP, RPP
Commissioner of Planning and Economic Development

RECOMMENDED FOR PRESENTATION TO COMMITTEE

Garry ~~H. Cubitt~~, M.S.W.
Chief Administrative Officer

- Attachments:
- 1. Transport Canada Map – Existing Pickering Lands Airport Site and Proposed Rouge National Urban Park
 - 2. Memorandum of Agreement Respecting the Assembly of Lands for the Proposed Rouge National Urban Park

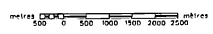
EXISTING PICKERING LANDS AIRPORT SITE AND PROPOSED ROUGE NATIONAL URBAN PARK
 SITE AÉROPORTUAIRE ACTUEL DE PICKERING ET AIRE À L'ÉTUDE DU PARC URBAIN NATIONAL DE LA ROUGE PROJETÉ

13



LEGEND / LÉGENDE

- Existing Airport Site Boundary
Limites actuelles du site aéroportuaire
- Municipal Boundaries
Limites municipales
- Proposed Rouge National Urban Park (Study Area - Non-Federal Lands)
Parc urbain national de la Rouge projeté (aire à l'étude - terres non fédérales)
- Proposed Rouge National Urban Park (Study Area - Federal Lands Within Airport Site)
Parc urbain national de la Rouge projeté (aire à l'étude - terres fédérales à l'intérieur du site aéroportuaire)



NOTE:
 THE STUDY AREA SHOWS THE LANDS CURRENTLY UNDER REVIEW FOR POTENTIAL INCLUSION IN THE PROPOSED NATIONAL URBAN PARK. THE MAP DOES NOT REPRESENT PARK BOUNDARIES. ALL PRIVATE LANDS, TRANSPORTATION AND HYDRO TRANSMISSION CORRIDORS WILL BE EXCLUDED FROM THE PARK BOUNDARIES.

REMARQUE:
 L'AIRE À L'ÉTUDE MONTRE LES TERRAINS ACTUELLEMENT SOUS EXAMEN POUR INCLUSION ÉVENTUELLE DANS LE PARC URBAIN NATIONAL DE LA ROUGE PROJETÉ. LA CARTE NE MONTRE PAS LES LIMITES DU PARC. TOUS LES TERRAINS PRIVÉS, LES CORRIDORS DE TRANSPORT ET CEUX DES LIGNES ÉLECTRIQUES SERONT EXCLUS DES LIMITES DU PARC.

**MEMORANDUM OF AGREEMENT
RESPECTING THE ASSEMBLY OF LANDS FOR THE
PROPOSED ROUGE NATIONAL URBAN PARK**

THIS AGREEMENT made this day of , 2014.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as
represented by the Minister of the Environment for the purposes of
the Parks Canada Agency (hereinafter referred to as “Parks Canada”)

OF THE FIRST PART,

AND: **TORONTO AND REGION CONSERVATION AUTHORITY**

OF THE SECOND PART,

AND **CITY OF TORONTO**

OF THE THIRD PART,

AND **THE CORPORATION OF THE CITY OF MARKHAM**

OF THE FOURTH PART,

AND **CITY OF PICKERING**

OF THE FIFTH PART,

AND **THE REGIONAL MUNICIPALITY OF YORK**

OF THE SIXTH PART,

AND **THE REGIONAL MUNICIPALITY OF DURHAM**

OF THE SEVENTH PART

WHEREAS the federal, provincial and the other Parties to this Memorandum of Agreement (Agreement) have supported the Rouge Park and the Rouge Park Alliance since its inception in 1994 and have provided financial resources in recognition of the important resources associated with the Rouge Valley, its unique ecosystem, its rich historic and cultural significance and the significant benefits it provides to the vitalities of local communities and their residents;

V8 DRAFT AGREEMENT LAND ASSEMBLY

Nov. 15, 2013

AND WHEREAS the Rouge Park Alliance, a voluntary partnership of various levels of government and agencies whose mandate was to oversee and coordinate the implementation of the Rouge Park Management Plans, recommended, with the endorsement of each member organization, that the Rouge Park be granted federal designation to contribute to the better management of the park lands and resources;

AND WHEREAS the June 2011 Speech from the Throne set the direction for the Government of Canada to work with the provincial and municipal governments, Aboriginal partners and community stakeholders towards the establishment of a national urban park in the Rouge Valley;

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 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, 2nd 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

Per: _____

Witness

TORONTO & REGION CONSERVATION AUTHORITY

Per: _____

Witness

CITY OF TORONTO,

Per: _____

Witness

THE CORPORATION OF THE CITY OF MARKHAM,

Per: _____

Witness

CITY OF PICKERING,

Per: _____

Witness

THE REGIONAL MUNICIPALITY OF YORK,

Per: _____

Witness

THE REGIONAL MUNICIPALITY OF
DURHAM,

Per: _____

Roger Anderson
Regional Chair and Chief Executive Officer

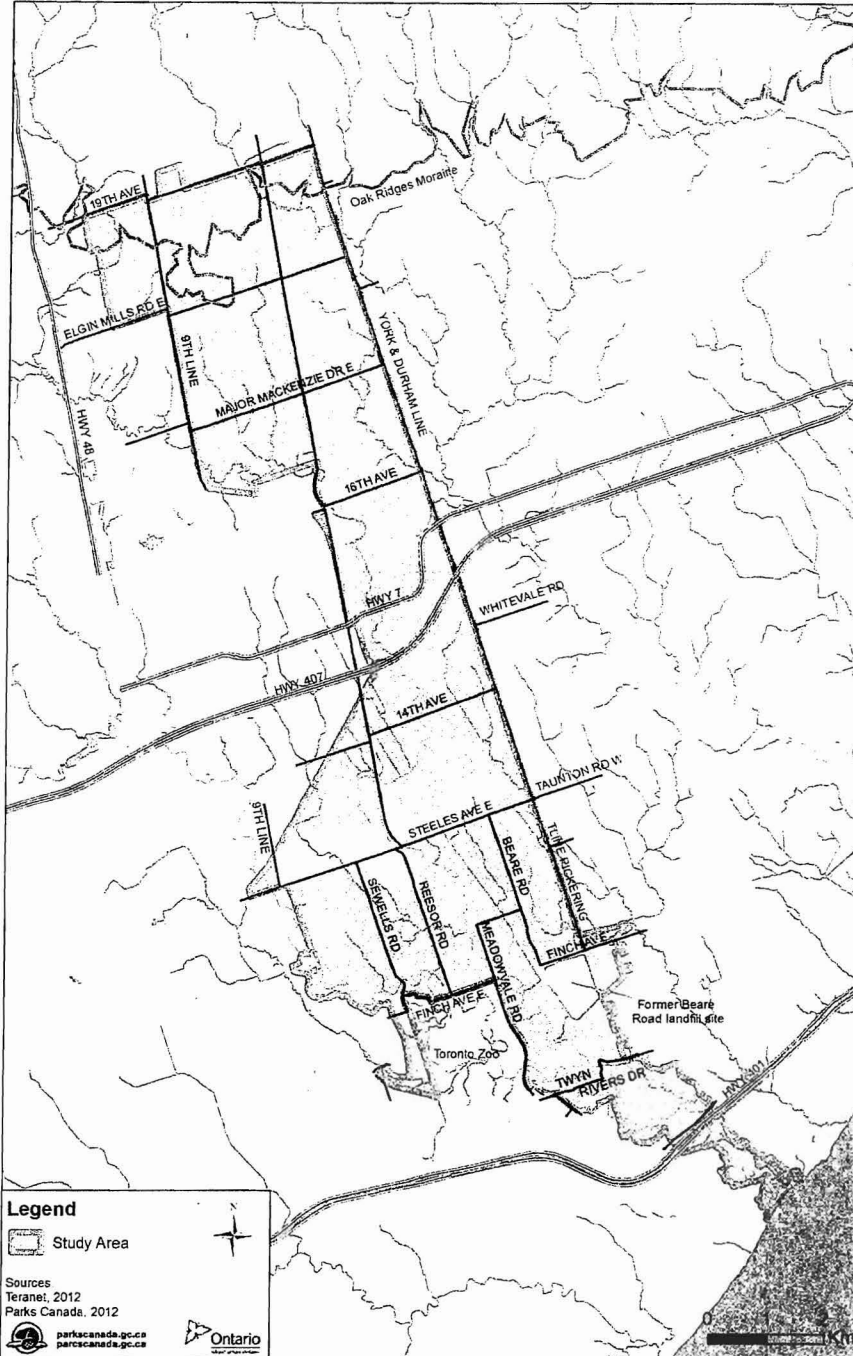
Witness

Per: _____

Deborah Bowen
Regional Clerk

Witness

Schedule "A"
Rouge National Urban Park Study Area



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

030641906	030641907	030641908	030641911
030641915	030641916	030641917	030641918
030644200	030650366	030650367	030650369
030650372	030650373	030650381	030652840
030652841	030653970	030653972	030653974
030653976	030653978	030653979	060530049
060530050	060530296	060530305	060530307
060530309	060530323	060530324	060530325
060530328	060530335	060530337	060530345
060530355	060530369	060530371	060530372
060530376	060530377	060530381	060530383
060530387	060530391	060530392	060530394
060530405	060530406	060530407	060530554
060530559	060533537	060540881	060540883
060540884	060540885	263690432	263690443
263690453	263690459	263700013	
060530045	060530046	060530047	060530048

060530204	060530205	060530283	060530284
060530285	060530304	060530321	060530322
060530346	060530353	060530363	060530364
060530374	060530378	060530379	060530382
060530388	060530399	060530400	060530403
060530413	060530520	060530543	060530774
060530664	060531979	060531980	060533730
060533732	060540452	060540700	060540840 Part of
060540868	060540869	060540880	060540888

SCHEDULE "B" CON'T

060540890	060541039	060541135	060541136
060542269	060542366	062090003	062090279
062090281	062090302	062090306	062090309
062090311	062090396	062100094	062100130
065070021	065070022	065070023	065070024
065070025	065070027	065070028	065070029
065070030	065070031	065070041	065080102
263000001	263000002	263000007	263000023
263000028	263000152	263000154	263000155
263000158	263000159	263000160	263000161
263010306	263010313	263100001	263100009
263100012	263100032	263100035	263100048
263100049	263109501	263110355	263110905 Part of
263690561	263700344		

*** It is acknowledged that some of the Toronto and Region Conservation Authority's lands will be required by the City of Toronto for future public infrastructure purposes prior to any transfer to Parks Canada. The affected PIN numbers will be identified in the tripartite Supplemental Agreement to be entered into amongst Toronto and Region Conservation Authority, the City of Toronto and Parks Canada.

SCHEDULE "C"

CITY OF TORONTO LANDS TO BE TRANSFERRED

Parcel Identification Numbers

060540889

060540891

060540875

060540827

060530028

060530560

060540918

062090053

062090287

062090280

060530297

062090310

060530385 Part of

065070026

062090283

062100003

SCHEDULE "D"

CORPORATION OF THE CITY MARKHAM LANDS TO BE TRANSFERRED

Parcel Identification Numbers

030641914

030645931

030645933

030645936

030650363

030650364

030650365

SCHEDULE "E"

CITY OF PICKERING LANDS TO BE TRANSFERRED

Parcel Identification Numbers

263700131

263000147 Part of

263690226

263690318

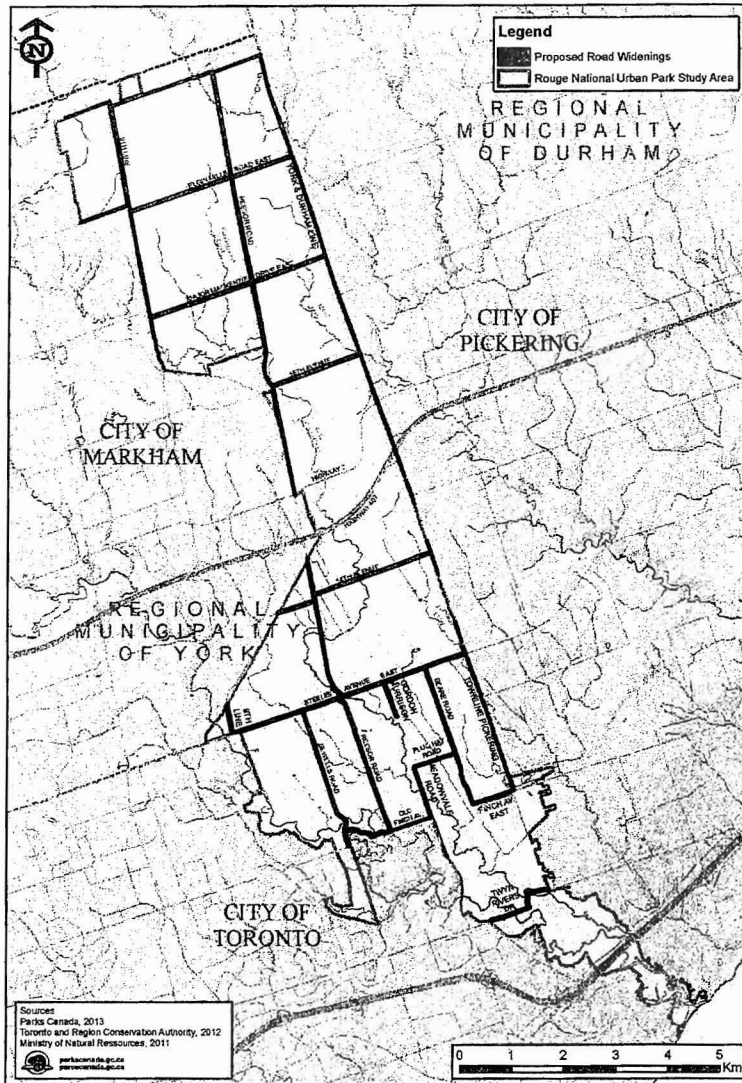
263690001

263690001

263000157

263010307

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 Ressor Road. Minor intersection realignment required at 11th Concession)
- 2) 16th Ave - 36 m (Potential road widening plus jog elimination at Ressor 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 detour)
- 8) Sewells Road, Finch to Steeles, existing ROW 20m, Official Plan 27m
- 9) Ressor Road, Finch to Steeles, existing ROW 20m, Official Plan 27m
- 10) Meadowvale Road, Finch to Plug Hal, 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, Ressor to Meadowvale, existing ROW 20m, Official Plan 27m
- 15) Finch Avenue, Beare to Pickering Town Line, existing ROW 20m, Official Plan 27m
- 16) Plug Hal 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 Ressor existing 20m, right of way limits to be determined
- 22) 19th Avenue, draft Official Plan 30.5m plus jog elimination at Ressor Road
- 23) Elgin Mills Road, draft Official Plan 30.5m plus jog elimination at Ressor Road
- 24) Ressor 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