

# **REQUEST FOR PROPOSALS**

## **7 & 9 Reesor Event Venue Commercial Lease Rouge National Urban Park**

**Solicitation Number: PCA-2023-COMM001-RNUP**

**Closing Date:  
January 3, 2024  
05:00 p.m. Eastern Time (E.T.)**



## **1.0 INTRODUCTION AND BACKGROUND**

### **1.1 Invitation to Proponents**

Parks Canada is seeking Proposals for a one-of-a-kind event venue operator located at Rouge National Urban Park (RNUP). This Request for Proposal (RFP) is looking for a lessee and commercial operator of event space to creatively and sustainably present one of RNUP's best examples of built heritage and using it for event space to offer for public bookings.

The objective of this commercial real property opportunity is to assist RNUP in creating a visitor experience that reflects the unique essence of the park and fosters memorable connections between visitors and the natural and cultural heritage of RNUP. The property is located at 7 & 9 Reesor Road, Toronto, Ontario. The site itself boasts large grounds with 3 stone buildings, a large barn and approximately 10 acres of surrounding land.

### **1.2 Definitions**

In this RFP:

“Lease Agreement” means the Lease Agreement the Successful Proponent will be required to enter into with Parks Canada for the exclusive use of the event space at Rouge National Urban Park;

“Mandatory Requirements” means the minimum requirements that must be met in order for Proposals to be considered. Failure to meet any of the Mandatory Requirements will render the Proposal non-compliant and no further consideration will be given to the Proposal;

“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;

“Proponent(s)” means a person who submits a Proposal in response to this RFP;

“Proposal” means all of the documentation submitted by a Proponent in response to this RFP;

“Proposal Submission Deadline” means the date and time that documentation must be submitted by a Proponent in response to this opportunity;

“Rated Requirements” means the Proposal response criteria established by Parks Canada against which Proposals will be evaluated. Rated Requirements do not include Mandatory Requirements;

“RNUP” means Rouge National Urban Park;

“Successful Proponent” means the Proponent that achieves the highest score in the RFP evaluation process.

### **1.3 Parks Canada**

Parks Canada is a separate Government of Canada Agency and derives its responsibilities from legislation. Parks Canada's Chief Executive Officer reports directly to the Minister of the Environment. Parks Canada manages 47 national parks, 171 national historic sites, five national marine conservation areas and one national urban park on behalf of Canadians. Parks Canada is a proud steward of these heritage places and protects and presents them for the benefit and enjoyment of Canadians while ensuring that they remain unimpaired for present and future generations. More than 24 million visitors visit this national network of places each year.

There are three mutually supportive areas within the Parks Canada mandate:

- Protection of heritage resources;
- Facilitation of opportunities for meaningful visitor experiences; and
- Fostering public appreciation and understanding about Canada's heritage.

Visitor experience is defined as the sum total of a visitor's personal interaction with protected heritage places and people, an interaction that awakens the senses, affects the emotions, stimulates the mind, and helps the visitor create a sense of attachment and commitment to these places.

Parks Canada aims to reach Canadians at home, at leisure, at school and in the communities through communication and education opportunities designed to increase awareness, understanding, and appreciation of the significance of Parks Canada's heritage places and the importance of protecting and presenting them. Parks Canada also strives to engage stakeholders and partners in the protection and presentation of Parks Canada's administered places.

All those who deliver visitor opportunities under contract with Parks Canada are expected to provide services in a manner consistent with this mandate.

For more information on Parks Canada go to our website at <http://www.parksCanada.gc.ca>.

## 1.4 Rouge National Urban Park

Rouge National Urban Park (RNUP) is Canada's first and only national urban park and is located in the heart of the Greater Toronto Area. A rich assembly of natural, cultural and agricultural landscapes, RNUP is home to amazing biodiversity, some of the last remaining working farms in the Greater Toronto Area, Carolinian ecosystems and endangered species, Toronto's only campground, one of the region's largest marshes, a beach, amazing hiking opportunities, and human history dating back over 10,000 years, including some of Canada's oldest known Indigenous sites.

Within a one hour's drive of approximately 20 percent of Canada's population, RNUP provides an unprecedented opportunity for residents and visitors travelling to and from the Greater Toronto Area to connect with nature. Entry to the park is free and the park is envisioned to be a four-season destination. The current annual visitation to the park as a whole is estimated over half a million, and this number is expected to significantly grow in the coming years as the park develops and awareness of it builds. Key visitor segments for RNUP comprise of culturally diverse, multigenerational families within the Greater Toronto Area.

The establishment of Rouge National Urban Park builds on nearly four decades of commitment and collaboration. The very existence of the park is a testament to the passion, persistence, and success of the many people, organizations, First Nations and government agencies that have come together to ensure that the land will be protected for generations to come. Once completed, RNUP will be one of the largest urban parks in the world, spanning 79.1 square kilometres from Lake Ontario with the Oak Ridges Moraine, overlapping the cities of Toronto, Markham and Pickering and the Township of Uxbridge (see *Appendix A – Park Map*). The park will be 23 times the size of Central Park in New York once fully established!

## 1.5 John Pearse (9 Reesor Road) and McIntosh House (7 Reesor Road)

**The John Pearse House:** The John Pearse House, along with the stone coachhouse have been recently designated as a recognized Federal Heritage Building. The building is associated with the growth and prosperity of small farming communities in the Rouge River Valley during the second half of the 19th century, which contributed to the development of a significant and diverse agricultural economy in Southwestern Ontario. It represents a post-pioneer period of consolidation when expanding family farms acquired a character of permanence and substance. It is also associated with the early milling operations that supported the growth of these communities. John Pearse, a stone mason by trade, is thought to have settled on the 100-acre Hillside lot in 1837. There he erected a log dwelling and set about establishing a farmstead. His brother George settled the south-adjacent 100-acre parcel, where the two brothers erected a sawmill. By 1848, John was able to buy the north 100-acre parcel, and a few years later, replaced his log cabin with the substantial, two-storey stone house under review. It was one of the first stone houses erected in the area, and among the first houses in the hamlet of Hillside to exhibit the new character of permanence and prosperity that would come to define the region during the second half of the 19th century. The Pearse House also appears to have inspired the construction of similar masonry houses locally, as Pearse's services as a stonemason-builder were soon in demand.

**McIntosh House:** In 1921, George McIntosh, aged 42, does appear in the Scarborough census, but as residing on Lot 4, Con. 4 (the lot appears to be incorrect). He is listed as living with his wife, Frances A.,

and six children in a six-room wood-frame house. Born in Ontario, he was a farmer of Scottish origin. This house was built for the McIntosh family using fieldstone from the original stone barn on the Pearse property. It was listed for its historical significance in relationship to the entire property which was originally all one, owned by the Pearse family. The McIntosh house is a one-and-a-half storey vernacular house which appears to be of frame construction with stone cladding and a fieldstone foundation.

## **2.0 REAL PROPERTY OPPORTUNITY**

Parks Canada is seeking Proposals from Proponents interested in leasing and operating a single or multi-variety event space. The space is ideal for indoor and outdoor events such as film/photography sessions, weddings, retreats, community events, and business conferences. All information on the content of the proposals is outlined in section 4.0 Evaluation of Proposals and applicable appendixes.

Parks Canada will enter into a Lease Agreement with the Successful Proponent for fifteen (15) to twenty (20) years and/or operating seasons beginning on the 1<sup>st</sup> day of April, 2024. A copy of the Lease Agreement is attached as *Appendix "C"*.

Parks Canada will abate the successful proponent's rent for the first four (4) to eight (8) months of the lease to ensure capital improvements are completed before business becomes operational.

The Successful Proponent will:

Operate a year round or seasonal event venue open to the public. The successful proponent will endeavour to provide value-added components to connect the visitor to other RNUP offers and provide a quality visitor experience.

### **2.1 Indigenous Business**

The Government of Canada is committed to creating opportunities for Indigenous businesses to succeed and grow. One of the key steps in this commitment involves setting an annual target to award at least 5% of the value of all federal contracts to businesses owned or led by Indigenous peoples. If you are an Indigenous individual, business or organization, please indicate this on your application including if you are registered with the Federal Government Indigenous Business Directory (<https://www.sac-isc.gc.ca/rea-ibd>).

## **3.0 CONDITIONS TO BE MET**

The Successful Proponent will be required to meet conditions which will be attached to and form part of the Lease Agreement. Refer to the Lease Agreement in *Appendix "C"* for further information.

## **4.0 PROPOSALS: CONTENT AND EVALUATION CRITERIA**

Proponents' responses to the following instructions/questions will be utilised to evaluate their Proposals against the evaluation criteria for the Mandatory Requirements and Rated Requirements. Proponents are expected to respond to all of the instructions/questions below.

### **4.1 Mandatory Requirements**

Mandatory Requirements identify the minimum requirements in order for Proposals to be considered. If a Mandatory Requirement is not met, Parks Canada may request additional information. This information must be provided by the Proponent within 48 hours of Parks Canada's request. If the Proponent does not provide an adequate response within this time frame, the Proposal will be rendered non-compliant and no further consideration will be given.

Proponents must insert information or attach requested information on the forms as set out in this RFP. A Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

#### 4.1.1 Proponent Information

The Proponent must complete and sign *Appendix "B"* Form of Offer attached to this RFP and provide the requested information:

- a) Individual(s) name, Company name or Partnership name of Proponent; and,
- b) Contact person
  - Name
  - Position/Title
  - Phone Number
  - Email Address
  - Business Address

#### 4.1.2 Insurance

Proponents must provide a letter from an insurance institution acknowledging the Proponent's ability to obtain insurance in the name His Majesty the King in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency as an additional named insured, in accordance with Article 12 of the Lease Agreement (*Appendix "C"*).

#### 4.1.3 Letter from a Financial Institution

Proponents must provide a letter from a financial institution supporting the Proponent's ability to obtain financing or that the Proponent has the funds required to rehabilitate the site and operate the RFP activity.

#### 4.1.4 Attending a Mandatory Site Visit

Proponents must visit the site with a Parks Canada representative during the tender period. An email confirmation will be provided by the named Parks Canada representative to each bidder following the site visit.

Mandatory site visits must be arranged by appointment during normal office hours by contacting:

**Deandra Patterson, Senior Realty Advisor**  
**Telephone: (416) 918-7308**  
**Email: Deandra.patterson@pc.gc.ca**

#### 4.2 Rated Requirements

All Proposals meeting the Mandatory Requirements will be evaluated against the Rated Requirements. Proponents must provide information which addresses each of the evaluation criteria subject to a point rating as set out in the Rated Requirements below. An overall minimum average passing score of 80% must be achieved.

|  | Percentage of the Total Score | Maximum Points to be Awarded |
|--|-------------------------------|------------------------------|
| <b>RATED REQUIREMENTS</b>                            |                               |                              |
| <b>EXPERIENCE (2 BUSINESS REFERENCES)</b>            | <b>20%</b>                    |                              |
| Expertise and experience of proposed management team |                               | <b>200</b>                   |
| <b>OPERATING PROPOSAL</b>                            | <b>45%</b>                    |                              |

|   |            |            |
|---|------------|------------|
| Business Objectives; including event services offered to the public, and season of operation.       |            | <b>250</b> |
| Knowledge of market and anticipated pricing for services offered for the first 5 years of operation |            | <b>100</b> |
| Operating team and capacity required to meet proposed business objectives                           |            | <b>50</b>  |
| Greening initiatives, including investments in the assets and operations.                           |            | <b>50</b>  |
| <b>FINANCIAL PROPOSAL</b>   | <b>35%</b> |            |
| Proposed Annual Base Rent (125 points) and Percentage of Gross Revenue to Parks Canada (125 points) |            | <b>250</b> |
| Capital improvements on the heritage buildings are outlined.  |            | <b>100</b> |

#### 4.2.1 Experience (20% of Total Score)

The Proponent will address the following areas:

- (a) Two business references which will detail the expertise and experience of the proposed management team and the organization's operational capacity.
- (b) Description of any current business operations of proponent. To include: The history of business operations, including fiscal performance of business in hospitality and tourism sectors and samples of marketing materials.

#### 4.2.2 Operating Proposal (45% of Total Score)

The Proponent's operating proposal will clearly identify the Proponent's vision and concept for the delivery of services; operational, marketing and financial plans; staffing information; product information (e.g. pricing menu); and any other information that may assist His Majesty in making a realistic assessment of the proponent's capabilities. The information may be provided in various forms, including but not limited to: written descriptions, historical background, scale drawings, photographs, artists' renderings, material samples etc. The following outline may be used in the preparation of a submission. The Proponent's operating Proposal will address the following areas:

- (a) Business Objectives; including event services offered to the public, and season of operation.
- (b) Knowledge of market and anticipated pricing for services offered for the first 5 years of operation.
- (c) Operating team and capacity required to meet proposed business objectives; and,
- (d) Greening initiatives, including investments in the assets and operations.

Objectives should be clear, measurable and realistic. May relate to gross sales, profits or other performance measures including the season of intended operation, types of offers to the public and capacity available for the functions / services offered.

The government is one of the largest real property owners in Canada; ongoing greening of federal Crown-owned assets will support the development of the green building industry. Investments in clean electricity will contribute to both reductions in greenhouse gas emissions from federal operations and to renewable power development in Canada. Proposals will be scored on ability to implement the recommendations outlined in the *Greening Government Strategy* (2023). <https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government.html>.

#### 4.2.3 Financial Proposal (35% of Total Score)

This Rated Requirement (Financial) will only be evaluated if Proponents have met the minimum requirements as set out in 4.1. The formula for Evaluation is:

Amounts provided should be represented in Canadian dollars (Can\$) on an annual basis for **Part I** and as a percentage for **Part II** below. Amounts provided for **Part III** should be represented and described as follows: in Canadian dollars (Can\$), the initial investment made for the occupation of the site; and, ongoing investment up to an investment period of five (5) years.

### **350 Points total for all parts of Financial Evaluation**

Part I: Subject Return to the Crown (divided by) Highest Return to the Crown in all accepted proposals (multiplied by) 125 (total points possible) = points awarded

Part II: Subject to Percentage of Gross Revenue (divided by) Highest Return to the Crown in all accepted proposals (multiplied by) 125 (total points possible) = points awarded

Part III: Subject to Capital improvements investment plan for heritage buildings (divided by) Highest investment in all accepted proposals (multiplied by) 100 (total points possible) = points awarded

### **Example:**

|  |
|--|
| <p><b>Proposal A:</b></p> <p>i) \$500,000 cumulative Return to the Crown divided by \$500,000 (highest proposed return to the Crown) multiplied by 125 = <b>125 points</b></p> <p>ii) Percentage of Gross Revenue at 10% divided by 10% (highest proposed return to the Crown) multiplied by 125 = <b>125 points</b></p> <p>iii) Capital improvements investment plan at \$300,000 divided by \$300,000 (highest proposed investment) multiplied by 100 = <b>100 points</b></p> <p><b>Total of 350 points awarded</b></p> <p><b>Proposal B:</b></p> <p>i) \$300,000 cumulative Return to the Crown divided by \$500,000 (highest proposed return to the Crown) multiplied by 125 = <b>75</b></p> <p>ii) Percentage of Gross Revenue at 6% divided by 10% (highest proposed return to the Crown) multiplied by 125 = <b>75 points</b></p> <p>iii) Capital improvements investment plan at \$180,000 divided by \$300,000 (highest proposed investment) multiplied by 100 = <b>60 points</b></p> <p><b>Total of 210 points awarded</b></p> <p><b>Proposal C:</b></p> <p>i) \$150,000 cumulative Return to the Crown divided by \$500,000 (highest proposed return to the Crown) multiplied by 125 = <b>37.5 points</b></p> <p>ii) Percentage of Gross Revenue at 4% divided by 10% (highest proposed return to the Crown) multiplied by 125 = <b>50 points</b></p> <p>iii) Capital improvements investment plan at \$125,000 divided by \$300,000 (highest proposed investment) multiplied by 100 = <b>42 points</b></p> <p><b>Total of 129.5 points awarded</b></p> |
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## **5.0 TERMS AND CONDITIONS OF RFP**

<sup>1</sup> Please note that the dollar figures used in this example are for illustration purposes only.

## **5.1 Proponents to Obtain Request for Proposal Only Through Parks Canada**

Proponents considering themselves qualified for this opportunity and intending to submit a Proposal must obtain this RFP only from Parks Canada. Proponents who wish to obtain a copy of this RFP should contact the person identified in Section 5.2 of this RFP and provide the following information: name, address, phone number, and e-mail address.

## **5.2 All New Information to Proponents by Way of Addenda**

If for any reason Parks Canada determines it is necessary to provide additional information relating to this RFP, such information will be communicated to Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. Parks Canada will issue all addenda to and provide a copy to Proponents either by email, fax or courier.

Any request for clarification or additional information concerning this RFP must be **addressed in writing** to:

**Deandra Patterson, Senior Realty Advisor**  
**Email: [Deandra.patterson@pc.gc.ca](mailto:Deandra.patterson@pc.gc.ca)**

To ensure that all Proponents receive equal information, the request and response to requests for clarification and information will be provided to all Proponents who have requested a RFP document. The identity of the group or individual asking for clarification or information will not be revealed. The deadline for requests for clarification or information and Parks Canada's response is ten (10) working days prior to the Proposal Submission Deadline.

## **5.3 Proponents to Follow Instructions**

Proponents must structure their Proposals in accordance with the instructions in this RFP. Where information is requested in the RFP, any response made in a Proposal must reference the applicable section numbers of this RFP where that request was made.

## **5.4 Amending or Withdrawing Proposals Prior to the Proposal Submission Deadline**

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal. The right of Proponents to amend or withdraw includes amendments or withdrawals wholly initiated by Proponents and amendments or withdrawals in response to subsequent information provided by addenda. Any amendment must clearly indicate what part of the Proposal the amendment is intended to replace.

A notice of amendment or withdrawal must be sent to the address set out above prior to the Proposal Submission Deadline and must be signed by an authorized representative of the Proponent. Parks Canada is under no obligation to return amended or withdrawn Proposals.

## **5.5 Limitations of Liability**

The Proponent shall not hold Parks Canada or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives liable for any error or omission in any part of this RFP. While considerable effort has been made to ensure that all information contained in the RFP is accurate, Parks Canada does not represent or warrant that the information contained in this RFP or any supplemental documents is accurate, comprehensive or exhaustive. Nothing contained in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP.

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against Parks Canada including without limitation any judicial review or injunction application or against any of Parks Canada's officers, employees, assigns, independent contractors, subcontractors, agents or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on



the part of Parks Canada at any stage of the RFP process; if Parks Canada does not award or execute a Lease Agreement; or, if Parks Canada is subsequently determined to have accepted a noncompliant Proposal or otherwise breached or fundamentally breached the terms of this RFP.

## **5.6 Proponents to Bear Own Costs**

Each Proponent is responsible, at its own cost, for conducting its own independent research, due diligence, travel and any other work or investigations or seeking any other independent advice necessary for the preparation of the Proposal and, if selected, for entering into the Lease Agreement.

## **5.7 Clarification of Proponents' Proposals**

Parks Canada reserves the right to seek clarification and supplementary information relating to the Proposal from Proponents after the Proposal Submission Deadline. The response received by Parks Canada from the Proponent shall, if accepted by Parks Canada, form an integral part of that Proponent's Proposal. Parks Canada reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals.

In the event that Parks Canada receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by Parks Canada to be inaccurate, incomplete or misleading, Parks Canada reserves the right to revisit the Proponent's compliance with the Mandatory Requirements and/or adjust the scoring of the Rated Requirements.

## **5.8 RFP Incorporated into Proposals**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

## **5.9 No Incorporation by Reference by Proponent**

The entire content of the Proponent's Proposal must be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of the Proponent's Proposal.

## **5.10 Proposals to be Retained by Parks Canada**

Subject to Section 6.2, Parks Canada will not return the Proposal or any accompanying documentation submitted by a Proponent.

Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) ( R.S. 1985, c. A-1) and the [Privacy Act](#) ( R.S., 1985, c. P-21).

## **5.11 Selection of the Successful Proponent**

Parks Canada anticipates that the Successful Proponent will be selected within approximately 45 days of the Proposal Submission Deadline. Notice of selection by Parks Canada to the Successful Proponent will be in writing. The Successful Proponent shall execute a Lease Agreement in the form, wording and substance attached to this RFP as *Appendix "C"* Sample Lease Agreement. This provision is solely to the benefit of Parks Canada and may be waived by Parks Canada at its sole discretion.

A Proponent who submits conditions, options, variations or contingent statements to the Sample Lease Agreement, either as part of its Proposal or after receiving notice of selection, may be disqualified. Parks Canada acknowledges the need to add transaction-specific particulars to the Sample Lease Agreement, but Parks Canada will not otherwise make material changes to the form of the Sample Lease Agreement.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Sample Lease Agreement. Parks Canada will consider such requests for clarification in accordance with Section 5.3.

## **5.12 Failure to Enter into Lease Agreement**

If the Successful Proponent fails to execute the Lease Agreement or satisfy any other applicable conditions within thirty (30) days of Parks Canada informing a Proponent that the Proponent is the Successful Proponent, Parks Canada may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Successful Proponent.

## **5.13 Notification to Other Proponents of Outcome of RFP Process**

Once the Successful Proponent and Parks Canada execute the Lease Agreement, the other Proponents will be notified by Parks Canada in writing of the outcome of the RFP process, including the name of the Successful Proponent, and the award of the Lease Agreement to the Successful Proponent.

## **5.14 Debriefing**

Proponents may request a debriefing after receipt of a notification of the award of the Lease Agreement to the Successful Proponent. All requests must be in writing to Parks Canada and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent RFP opportunities.

## **5.15 Proponent not to Communicate with Media**

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Lease awarded pursuant to this RFP without first obtaining the written permission of Parks Canada.

## **5.16 Reserved Rights of Parks Canada**

Parks Canada reserves the right to:

- (a) Make public the names of any or all Proponents, including Proponent team members;
- (b) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- (c) Assess a Proponent's Proposal on the basis of:
  - (i) Information provided by references;
  - (ii) The Proponent's past performance on previous contracts awarded by Parks Canada;
  - (iii) The information provided by a Proponent pursuant to Parks Canada exercising its clarification rights under this RFP process; or
  - (iv) Other relevant information that arises during this RFP process;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Disqualify any Proponent who does not meet the integrity requirements set out by Public Services and Procurement Canada;
- (f) Disqualify any Proponent whose Proposal contains information that in the sole opinion of Parks Canada is a misrepresentation or inaccurate or misleading;
- (g) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (h) Cancel the RFP at any stage;
- (i) Cancel the RFP at any stage and issue a new RFP for the same or similar subject matter;
- (j) Award the Lease Agreement to a Proponent who did not submit the Proposal that achieves the highest score in the RFP evaluation process;
- (k) Refuse conditional Proposals;
- (l) Disqualify any Proposal that is substantially incomplete or does not follow the format outlines;
- (m) Accept any Proposal in whole or in part; or;
- (n) Reject any or all Proposals.

- (o) Consider Proposals submitted for similar properties should they exist in Rouge National Urban Park.
- (p) Parks Canada may, at its sole discretion, extend the Proposal Submission Deadline for a reasonable amount of time.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and Parks Canada shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from Parks Canada exercising any of its express or implied rights under this RFP.

By submitting its Proposal, the Proponent authorizes the collection by Parks Canada of the information set out under (c) in the manner contemplated in that subparagraph.

### **5.17 Governing Law of RFP Process**

This RFP process shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. By submitting a Proposal, the Proponent attorns to the exclusive jurisdiction of the Federal Court of Canada.

## **6.0 SUBMISSION PROCEDURES AND DEADLINES**

### **6.1 Email Submissions**

A Proponent must submit their Proposal package via email and ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation. The following instructions must be followed in order to provide consistency in Proponent response and ensure each Proposal receives full consideration. A Proponent must prepare their email attachments as follows:

- Save the items identified under the Mandatory Requirements as an Adobe Acrobat pdf file titled “**Mandatory Requirements**”
- Save the items identified under the Rated Requirement #1, Experience as an Adobe Acrobat pdf file titled “**Experience**”
- Save the items identified under the Rated Requirement #2, Operating Proposal as an Adobe Acrobat pdf file titled “**Operating Proposal**”
- Save the items identified under the Rated Requirement #3, Financial Proposal as an Adobe Acrobat pdf file titled “**Financial Proposal**”

To prepare and send the email:

- Include all attachments to one (1) email with the subject line “**Solicitation Number: PCA-2023-COMM001-2023**”
- Note that the total size of the email including all attachments cannot exceed **15 MB**.
- Send the email to: **realty-rouge@pc.gc.ca**. Proposals submitted by email to any other email address **will not be accepted**.
- It is critical that the requirement attachments are saved separately to ensure confidentiality. **Proposals that do not comply with these instructions will not be accepted.**
- It is the responsibility of Proponents to ensure their Proposals are received at the required e-mail address before the closing date and time. **Proposals received after the closing date and time indicated in this RFP will not be accepted.**
- Parks Canada is not responsible for any transmission errors. Emails with links to proposal documents will not be accepted.

### **6.2 Deadline for Submission of Proposals**

Proposals must be received on or before the closing date and time. The Proposal Submission Deadline is:

**Wednesday, January 3rd, 2024  
05:00 p.m. Eastern Time (E.T.)**

## **7 SELECTION OF THE SUCCESSFUL PROPONENT**

Parks Canada anticipates that the Successful Proponent will be selected within approximately 30 days of the Proposal Submission Deadline. Notice of selection by Parks Canada to the Successful Proponent will be in writing.

The Successful Proponent will enter into a Lease Agreement with Parks Canada for fifteen (15) to twenty (20) years and/or operating seasons beginning on the 1<sup>st</sup> day of April, 2024. All conditions in the lease, including appendixes, are a requirement of the agreement. A copy of the Lease Agreement is attached as *Appendix "C"*.

### **7.1 Failure to Enter into Lease Agreement**

If the Successful Proponent fails to execute the Lease Agreement or satisfy any other applicable conditions within thirty (30) days of Parks Canada informing a Proponent that the Proponent is the Successful Proponent, Parks Canada may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Successful Proponent.

### **7.2 Notification to Other Proponents of Outcome of RFP Process**

Once the Successful Proponent and Parks Canada execute the Lease Agreement, the other Proponents will be notified by Parks Canada in writing of the outcome of the RFP process, including the name of the Successful Proponent, and the award of the Lease Agreement to the Successful Proponent.

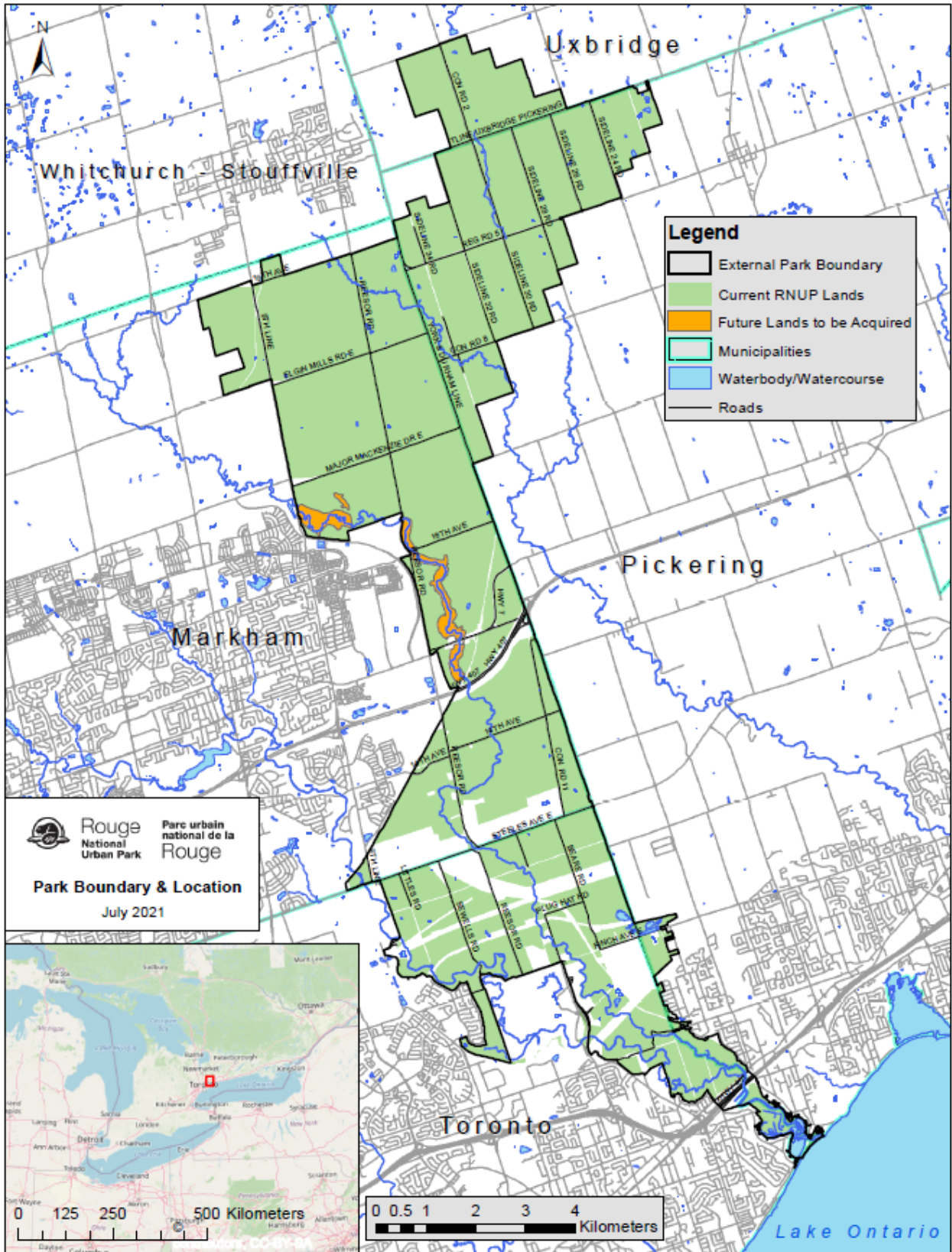
### **7.3 Debriefing**

Proponents may request a debriefing after receipt of a notification of the award of the Lease Agreement to the Successful Proponent. All requests must be in writing to Parks Canada and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent RFP opportunities.

### **7.4 Late Proposals**

Parks Canada will return Proposals delivered after the stipulated closing date and time, unless they qualify as a delayed Proposal as described below.

# APPENDIX "A"



**APPENDIX “B”  
FORM OF OFFER**

I/We \_\_\_\_\_  
(Individual(s), Company or Partnership name of Proponent)

Contact person \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

having made, caused to be made, or having had to the opportunity to have made, an inspection of the site and facilities, having examined the RFP documents, having a full understanding of the real property opportunity and the terms and conditions required under the RFP, do hereby submit this Proposal and offer to enter into the Lease Agreement within the prescribed time for the right to operate an event venue at 7 & 9 Reesor Road, Toronto in Rouge National Urban Park in strict accordance with the said documents and such further details and instructions as may be supplied from time to time, and to pay annually to His Majesty the King in Right of Canada, in consideration of said right, rent in the Lease agreement, as specified in my/our financial Proposal attached.

I/We understand and agree that the above offer is irrevocable for the period of sixty (60) days following the Proposal Submission Deadline.

**Mandatory Requirements:**

I/We hereby enclose herewith as part of the Proposal; the Mandatory Requirements as follows:

| Mandatory Requirements   | Yes                      |
|--|--------------------------|
| <b>Form of Offer:</b><br><br><b>This Appendix “B” completed and signed.</b>  | <input type="checkbox"/> |
| <b>Insurance:</b><br><br><b>As per Section 4.1.2 a letter from an insurance institution acknowledging the Proponents ability to obtain insurance in accordance with Article 12.00 of the Lease Agreement.</b>          | <input type="checkbox"/> |
| <b>Letter from a Financial Institution / Letter of Credit:</b><br><br><b>As per Section 4.1.3, a letter from a financial institution / letter of credit acknowledging the Proponent’s ability to obtain financing.</b> | <input type="checkbox"/> |

**Site Certificate**



**As per Section 4.1.4, an email signed by the Representative of Parks Canada or their delegate as proof of having visited the site.**

**Rated Requirements:**

I/We hereby enclose as part of my/our Proposal the following information for the Rated Requirements:

- Experience;
- Operating Proposal; and
- Financial Proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Name of Proponent (print)  
Title (if applicable)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Name of Proponent (print)  
Title (if applicable)

Date: \_\_\_\_\_

If a partnership, the Proposal shall be signed by all partners.

If a company, the Proposal shall be signed by the legally appointed signing officer(s) of the company.

**APPENDIX “C”  
LEASE AGREEMENT**

**THIS LEASE made this** \_\_\_\_\_ **day of** \_\_\_\_\_ **, 20** \_\_\_\_ **.**

**BETWEEN:** **HIS MAJESTY THE KING**, in right of Canada, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, (“**His Majesty**”),

OF THE FIRST PART,

**AND:** **{LESSEE}** a body corporate, incorporated under the laws of the Province of **{province}** and having its head office in the city of **{City}** in the said Province, (“**Lessee**”),

OF THE SECOND PART.

**WITNESS** that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee to be paid, observed, performed and kept, His Majesty leases unto the Lessee all that certain parcel or tract of land and premises situate, lying and being in Rouge National Urban Park, in the Province of Ontario, and being composed of:

7 and 9 Reesor Road (“Land”).

**TO HAVE AND TO HOLD** for and during the term of fifteen (15) years commencing on the 1<sup>st</sup> day of April, 2024, and ending on the 31<sup>st</sup> day of March, 2039, both days inclusive (“Term”).

**ARTICLE 1.00 DEFINITIONS**

1.01 In this Lease:

(a) “Applicable Environmental Law” means:

- i) all applicable statutes and regulations, and all by-laws, declarations, policies, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with any analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
- ii) the applicable common law;

(b) “*Bankruptcy and Insolvency Act*” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;



- (c) “Companies Creditors Arrangement Act” means *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
- (d) “Contaminant” means any toxic, dangerous or hazardous substance or material as targeted by Applicable Environmental Law that, when released into an environment in concentrations exceeding in situ natural occurrence levels, poses or is likely to pose immediate or long-term hazard to human health or safety, the environment, or the normal conduct of business.
- (e) “Gross Revenue” means the total of the actual amount received or receivable for all merchandise sold, all rental income received and all services provided, whether for cash or credit or otherwise, on or from the Land by the Lessee or persons working on its behalf, including and without limiting the generality of the foregoing:
  - (i) sales to employees and agents of the Lessee and whether wholesale or retail merchandise and all other receipts whatsoever from all business conducted on or from the Land or by persons based on the Land, including amounts received for equipment rental and all deposits not refunded to a purchaser;
  - (ii) sales made by any sublessee, concessionaire or licensee on or from the Land or by persons working from the Land on behalf of such sublessee, concessionaire or licensee; and all orders taken on or from the Land by or on behalf of the Lessee or any sublessee, concessionaire or licensee, even if such orders are filled elsewhere or even though such orders are received by mail, telephone, fax, electronic information transfer or other similar method and are filled elsewhere than from the Land or are procured from the Land by house to house or other canvassing;
  - (iii) any commissions received by the Lessee for the collection of taxes and all other commissions resulting from sales and services at the retail level;
  - (iv) all receipts from coin-operated machines owned or operated by the Lessee, including vending machines and machines providing services or entertainment on the Land, and in the case of coin-operated machines neither owned nor operated by the Lessee, all commissions and licence or other fees received by the Lessee with respect to such machines, including public telephones;
  - (v) any amount or credit received as settlement of a claim for compensation for lost revenue; and
  - (vi) any indirect tax included in the sales price.

In the determination of Gross Revenue, each sale upon credit whether by instalment payment or otherwise will be treated as a sale for the full sale price at the time such sale is made, no matter when payment whether full or partial will be received.

The term Gross Revenue will not include:

- (i) any sums required to be collected by the Lessee pursuant to any taxing legislation applicable to sales at the retail level. In the event that the direct retail sales tax is included in the sales price, the

calculation of "Gross Revenue" shall be based on the net sales amount after deducting the direct retail sales tax;

- (ii) gratuities, service charges or other similar receipts collected for payment to and paid to employees;
- (iii) the exchange of goods and merchandise between the different outlets of the Lessee, if any, where such exchange of goods and merchandise is made in good faith and solely for the convenient operation of the business of the Lessee and not for the purpose of consummating a sale which has been made on or from the Land or for the purpose of depriving His Majesty of the benefit of a sale which otherwise would be made on or from the Land;
- (iv) the amount of returns to suppliers or to manufacturers for the amount of merchandise sold when such merchandise or some part thereof is returned by the purchaser and accepted by the vendor thereof and a refund or credit is given to the purchaser;
- (v) the proceeds from any insurance policy paid to the Lessee by reason or account of or attributable to the use and occupation of the Land;
- (vi) any amount or credit received by the Lessee as settlement of a claim for loss, damages or injury, excepting any amount or credit received as compensation for lost revenue;
- (vii) any amount or credit received from the sale of chattels and fixtures after the use thereof in the conduct of the Lessee's business on the Land;
- (viii) any amount or credit received from the sale of all or any of the capital assets of the Lessee's business on the Land;
- (ix) any amount received from investors for the purpose of the capitalization of the Lessee's business, whether such investment is in the form of equity, debt or a combination thereof;
- (x) any amount or credit received from the sale of the Lessee's accounts receivable;
- (xi) any interest or similar revenue earned by the Lessee on its funds or credits deposited or otherwise loaned to any chartered bank, trust corporation or other similar institution or any dividends or other yield earned by the Lessee on any of its invested funds;
- (xii) any grant received from any foundation or similar institution or association or from any government body or agency, whether federal, provincial or municipal; and
- (xiii) complimentary tickets or passes issued to fulfill operational requirements on the Land, and complimentary rooms, meals, tickets, passes and services issued for promotional or similar purposes.

Nothing in the foregoing definition of Gross Revenue will be construed as affecting or derogating from the covenant as to limitation and restriction of permitted use hereafter set out.

- (f) "Lease" means this Lease;
- (g) "Lessee's Fiscal Year End" means the {lessee fiscal year day} day of {lessee fiscal year month} in each year of the Term;
- (h) "Minister" means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
- (i) "Parks Canada Agency" means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c. 31;
- (j) "Security Holder" means any mortgagee, chargee or other encumbrance holder of the Lessee's interest in this Lease from time to time;
- (k) "Site" means the Rouge National Urban Park in the of Province of Ontario;
- (l) "Structures" means any buildings, erections, structures, fixtures and improvements existing on or under the Land from time to time; and
- (m) "Superintendent" means the Superintendent of the Site or any person authorized to act in that behalf.

1.02 Any reference in this Lease to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

## **ARTICLE 2.00 RENT**

2.01 **THE LESSEE COVENANTS AND AGREES TO PAY** yearly and in every year to His Majesty, at the office of the Superintendent, an annual land rent in an amount equal to the greater of:

% of the annual Gross Revenue and a base rent of {base rent written} dollars (\$ {base rent number}) ("Base Rent"), all hereinafter called the "Land Rent".

Regardless of which amount is greater, the Lessee shall pay the Base Rent in two equal instalments in advance of, on or before the 1<sup>st</sup> day of {1<sup>st</sup>paymentmonth} and {2<sup>nd</sup>paymentmonth} in each year of the Term. On the date of execution of this Lease, the Lessee shall pay the Base Rent prorated up to the first installment date. Each year within {number of days written} ({days number}) following the Lessee's Fiscal Year End, the Lessee shall pay any balance owing on the Land Rent accompanied by financial statements from the Lessee indicating the annual Gross Revenue for the said fiscal year.

## **THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

### **ARTICLE 3.00 USE OF LAND**

3.01 (a) The Lessee acknowledges and agrees that it is a condition upon which this Lease is granted that the Land shall be used only for the maintenance and

operation of an event venue all in accordance with applicable Site plans and guidelines.

- (b) The Lessee shall obtain all permits, licences and authorizations required under all applicable statutes and regulations.
- (c) The Lessee shall comply with, and the terms of this Lease shall be subject to all applicable statutes and regulations.
- (d) The Lessee covenants and agrees to comply with all of the terms and conditions contained in Schedule "A" titled "Operational Requirements" annexed hereto and forming part hereof.

3.02 The Lessee covenants and agrees that if it proposes development of any Structures on the Land part of which will be situated on adjacent lands held by the Lessee pursuant to another lease agreement, the Lessee, upon the written request of the Minister, shall surrender the affected leases which shall be replaced by a lease of the consolidated lands. The form and substance of the replacement lease shall be determined at the sole discretion of the Minister.

3.03 The Lessee shall not create or permit or suffer any act or thing on the Land which is a nuisance.

3.04 The Lessee shall not cause, permit or allow the commission of any waste on or in the Land.

3.05 The Lessee shall open for business fully fixtured, stocked and staffed by the {commencement date day}, {commencement date month}, {commencement date year}, and thereafter continuously, actively and diligently carry on, on the whole of the Land throughout the Term, the business as described in Article 3.01 (a), all to the satisfaction of the Superintendent.

3.06 The Lessee covenants and agrees that it will not carry out any maintenance nor make or permit to be made any additions or alterations to the Structures, or use or permit the use of the Structures without consulting Parks Canada to determine whether the intervention is subject to a Cultural Resource Impact Analysis (CRIA) or a FHBRO review of intervention, to determine the potential impact on the character defining elements or heritage value of the Structures.

#### **ARTICLE 4.00 ACCEPTANCE, RESERVATIONS AND EXCEPTIONS**

4.01 The Lessee covenants and agrees that:

- (a) it has inspected the Land and any Structures or has caused it to be inspected on its behalf;
- (b) it has entered into this Lease on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whomsoever made;
- (c) it will accept the Land in the condition existing on the date of this Lease on an "as is" basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land;

- (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same;
  - (e) the use of the Land shall be consistent with the environmental condition of the Land; and
  - (f) no representation, warranty or inducement has been given by His Majesty or any of His servants, agents and contractors and relied upon by the Lessee respecting the condition of the Land.
- 4.02 (a) In addition to any other legal, equitable or contractual right His Majesty may have, His Majesty hereby reserves unto Himself, His servants, agents, contractors and franchisees the right to enter upon the Land at all reasonable times with vehicles, equipment and materials as may be required for the purpose of laying, installing, and at all times for repairing or maintaining all utilities and public works including water, gas, electrical power or energy, telephone and sewers over, across, under or through the Land, without payment of compensation to the Lessee;
- (b) His Majesty will restore the Land disturbed by the entry referred to in Article 4.02 (a) to a state as close as practicable to that which it was in immediately prior to the entry; and
- (c) No interest in the utilities system which exists on the date of this Lease or which may be laid or installed over, across, under or through the Land will pass to the Lessee under this Lease.
- 4.03 The leasehold grant of the Land does not include mines, minerals or any legal or equitable right to work or exploit any resource on or under the Land.
- 4.04 The Lessee shall give immediate notice to the Superintendent if evidence of archaeological resources is encountered during any activity whatsoever on the Land, and await the Superintendent's written instructions before proceeding with the activity on the Land.
- 4.05 The Lessee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of His Majesty.

#### **ARTICLE 5.00 TAXES AND OTHER CHARGES**

- 5.01 The Lessee covenants and agrees to pay, in addition to the annual Land Rent, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land or upon the Lessee or occupier in respect thereof, or payable by either in respect thereof.

#### **ARTICLE 6.00 ENVIRONMENTAL PROTECTION**

- 6.01 The Lessee covenants and agrees that all activities on the Land shall be conducted in compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 6.02 The Lessee covenants and agrees that:

- (a) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance with any Applicable Environmental Law; and
  - (b) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in Article 6.02 b), and are hereby covenants which form part of this Lease.
- 6.03 The Lessee covenants and agrees that no Contaminant shall be used, emitted, discharged, stored or disposed of except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Lessee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and environmental protection measures are hereby covenants which form part of this Lease.
- 6.04 The Lessee covenants and agrees that it shall, at its expense, provide an assessment of environmental condition at the request of the Superintendent.
- 6.05 The Lessee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Lessee.
- 6.06 If at any time the Minister considers remedial action to be necessary, the Lessee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Lessee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 6.07 The Lessee covenants and agrees that if the Lessee fails to take any mitigative measures required by the Minister as set forth in Articles 6.02 and 6.03, or fail to commence and diligently complete the remedial action required in Article 6.06, the Minister may, upon written notice to the Lessee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof to the Lessee and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

## **ARTICLE 7.00 DUTY TO MAINTAIN AND RIGHT OF INSPECTION**

- 7.01 The Lessee covenants and agrees that:
- a) it shall maintain or cause to be maintained the Land including any Structures thereon in a good state of maintenance and repair. If the Lessee fails to commence and diligently proceed to make such repairs or remedy such condition after receiving thirty (30) days notice in writing from the Superintendent, the Superintendent may enter the Land including any Structures thereon, make the said repairs, or remedy such condition, and charge the costs thereof to the Lessee, including reasonable costs for

administration, and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand; and

- b) the Superintendent or his agents shall be entitled to enter and inspect the Land, including any Structures thereon, at all reasonable times for the purpose of inspecting and ascertaining the condition or state of repair thereof, or verifying that the covenants and other provisions of this Lease are being complied with.

## **ARTICLE 8.00 SUBMISSION OF PLANS AND SPECIFICATIONS**

- 8.01 (a) The Lessee shall submit, for the approval of the Superintendent, plans and specifications for any construction, additions or alterations to the Land including any Structures thereon.
  - (b) The plans and specifications referred to in Article 8.01 (a) shall be in accordance with but not limited to the current development review process, Site management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, policies and, zoning that are applicable to the Land.
  - (c) Upon approval by the Superintendent of the plans and specifications referred to in Article 8.01 (a), the Lessee shall obtain all necessary permits, licences and approvals and shall within one (1) year of the date of the issuance of all necessary permits, licences and approvals or such longer period of time as the Superintendent may deem warranted, complete the construction, additions or alterations to the Land and any Structures thereon including the remedying of any deficiencies.
- 8.02 With respect to any construction, additions or alterations to the Land including any Structures thereon pursuant to Article 8.01, the Lessee shall, at the request of the Superintendent, obtain a performance bond and labour and material payment bond or other form of security, in a form and such amounts to be determined by the Superintendent. Such security shall remain in full force and effect for such reasonable period of time as the Superintendent may deem warranted.

## **ARTICLE 9.00 DESTRUCTION AND RECONSTRUCTION**

- 9.01 If any Structures on the Land are destroyed by fire or an Act of God or other calamity, or are demolished, or by reason of any other occurrence become incapable of being satisfactorily utilized for the purpose permitted in this Lease, then subject to Article 9.02, the Lessee shall:
- (a) (i) within sixty (60) days of happening of any such event, give the Superintendent written notice whether or not it is the intention of the Lessee to rebuild, replace or reinstate any such Structures;
  - (ii) if it is the intention of the Lessee to rebuild, replace or reinstate any such Structures, submit to the Superintendent, at the request of the Superintendent, within one (1) year of the written notice in Article 9.01 (a) (i), plans and specifications thereof and obtain all

necessary permits, licences and approvals in accordance with Article 8.00;

(iii) with respect to any reconstruction pursuant to Article 9.01 (a) (ii), comply with the terms and conditions of Article 8:00; and

b) within one (1) year of the date of issuance of all necessary permits, licences and approvals to rebuild, replace or reinstate any such Structures, or such longer period of time as may be permitted by the Superintendent, complete the construction of any such Structures, including the remedying of any deficiencies.

9.02 In the event that the Lessee has not given notice under Article 9.01 a) i) to rebuild, replace or reinstate any such Structures destroyed, demolished or rendered uninhabitable or unusable, or has indicated there is no intention to rebuild, replace or reinstate any such Structures, the Minister may terminate this Lease. In such a case, the Lessee shall, forthwith upon demand by the Superintendent, restore the Land to a good state of maintenance and repair to the satisfaction of the Superintendent and shall remove all damaged Structures and debris from the Land. If the Lessee fails to effect clean up and restoration of the Land to the satisfaction of the Superintendent, then the Superintendent may do so at the Lessee's expense, including reasonable costs for administration, which expense shall be a debt due and owing to His Majesty and shall be payable upon demand. The Superintendent shall permit the Lessee access to such Land to perform its obligations set forth herein.

## **ARTICLE 10.00 ALIENATION**

10.01 The Lessee covenants and agrees that it shall not:

- (a) assign, charge, mortgage, sublease or otherwise alienate the leasehold interest or any part thereof;
- (b) licence any occupation, part with or share the possession of, the Land or any part thereof; or
- (c) register a condominium plan or strata plan respecting the leasehold interest,

except with the prior consent in writing of the Minister. Any action by the Lessee under Article 10.01 (a) to (c) except with such prior consent is void.

10.02 The Lessee acknowledges and agrees that, without limitation to the Minister's authority to withhold his consent to any alienation of the Land, the Minister may withhold such consent if the Land was in an undeveloped state prior to the issuance of this Lease, and if the Minister is of the opinion that the Lessee has not fulfilled any contractual or regulatory obligations to develop the Land.

10.03 In the event that the Lessee requests the consent of the Minister to a subdivision of the Land, the Lessee acknowledges and agrees that as a condition precedent to such consent, this Lease shall be surrendered. Any replacement leases granted by His Majesty with respect to the subdivided land shall be on terms and conditions satisfactory to the Minister.



- 10.04 (a) (i) Lessee shall not allow the Land including any Structures thereon to be used in any sort of timeshare or shared ownership plan.
- (ii) A timeshare or shared ownership plan means any plan, agreement, permit, article, by-law, share membership or similar documentation by which a person participating in the plan, agreement, permit, article, by-law, share membership or similar documentation acquires a right to use or occupy the Land including any Structures thereon for specific or determinable periods of time that repeat not less than annually, but the person does not acquire an ownership in the Land. A timeshare or shared ownership does not include pre-paid hotel or motel reservations granted the reservations cannot be sold or traded by the purchaser/guest, and the reservations are paid in full, and not by means of a mortgage or similar financing security involving the Lessee.
- (b) On the written request of a Superintendent and by the deadline set by him, the Lessee shall disclose to the Superintendent to his satisfaction all information to enable him to determine compliance with this Article 10.04.

10.05 A transfer or issuance of the shares of a corporate lessee which would have the result of transferring effective control of the corporate lessee, or any other change in the corporate structure of the corporate lessee which would have the same result, is deemed to be an assignment contemplated by Article 10.01 and is deemed a violation of Article 10.01 unless the written consent of the Minister is first obtained.

In the case of a corporate lessee, the shares of which are publicly traded, the consent of the Minister shall be obtained forthwith upon the corporate lessee receiving written notice that a share transaction has occurred, or will occur, that has resulted, or will result, in a change of control of the corporate lessee. The corporate lessee shall provide the Minister with any additional information and documentation that the Minister may require in order to determine whether to consent to the deemed assignment.

- 10.06 The Lessee shall provide to the Superintendent, within thirty (30) days from the date of issuance, an original, duplicate original or certified true copy of any of the following documents relating to the Lessee or to the Land:
- (a) death certificate or funeral director's statement in the case of a deceased joint lessee;
  - (b) letters probate or letters of administration;
  - (c) evidence of change of name;
  - (d) evidence of amalgamation or dissolution in the case of a corporate lessee;
  - (e) caveats affecting the Land;
  - (f) any court orders affecting the Land, including those for sale or foreclosure and those made pursuant to matrimonial property legislation; and

- (g) a discharge of mortgage or a discharge of any other encumbrance affecting the Land.

10.07 If the Minister consents in writing to a sublease, licence or concession agreement pursuant to Article 10.01, the Gross Revenue of the sublessee, licensee or concessionaire under such instrument, for the purpose of calculating the rent payable hereunder, is deemed to be Gross Revenue of the Lessee, and the Gross Revenue of the sublessee, licensee or concessionaire shall be included in the records required to be kept by the Lessee and in the financial statements required to be provided to the Superintendent pursuant to Article 18.00.

#### **ARTICLE 11.00 LIABILITY AND INDEMNITY**

11.01 The Lessee shall not have any claim or demand against His Majesty or any of His servants, agents and all those for whom His Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of negligence of His Majesty, His servants, agents and all those for whom His Majesty is responsible at law.

11.02 The Lessee shall at all times indemnify and save harmless His Majesty or any of His servants, agents and all those for whom His Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:

- (a) the Lessee's use of the Land or the use of the Land by all those for whom the Lessee is responsible at law;
- (b) the existence of any Contaminant in, on or under the Land, as a result of the Lessee's use of the Land, or the use of the Land by all those for whom the Lessee is responsible at law;
- (c) the existence of any Contaminant in, on or under other lands that has migrated from the Land, as a result of the Lessee's use of the Land, or the use of the Land by all those for whom the Lessee is responsible at law;
- (d) the remediation of any Contaminant referred to in Article 11.02 (b) or (c); or
- (e) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfillment of any obligations arising hereunder.

#### **ARTICLE 12.00 INSURANCE**

12.01 The Lessee covenants and agrees that during the Term:

- (a) it shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that His Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the Lessee's use of the Land. Furthermore, the Lessee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may

from time to time require, based on the prevailing limits and coverage for the type of land use referred to in Article 3.01 (a);

- (b) it shall, at its sole expense, obtain and maintain fire insurance with extended coverage in such amounts and on such terms as a prudent lessee should maintain. Such insurance will provide that His Majesty is named as an additional insured. Furthermore, the Lessee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require;
- (c) it shall, at its sole expense, obtain and maintain, if applicable, broad form boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the value of all Structures located on the Land. Such insurance will provide that His Majesty is named as an additional insured. Furthermore, the Lessee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require;
- (d) the insurance referred to in Article 12.01 (a), (b) and (c) shall:
  - (i) be issued by an insurance company or companies satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Lessee and to His Majesty of cancellation or amendment of such insurance;
  - (ii) contain a waiver of any subrogation rights the Lessee's insurers may have against His Majesty and against those for whom His Majesty is responsible in law except in the case of negligence of His Majesty, His servants and agents and all those for whom His Majesty is responsible at law;
  - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
  - (iv) protect the Lessee, any Security Holder's interest therein, and His Majesty, as additional insureds, from loss or damage to any of His Majesty's property that is covered by this Lease, and to any of the Lessee's property that would become the property of His Majesty according to the provisions of this Lease on its expiration or termination. Such insurance shall provide that any proceeds payable under it will be made payable firstly in favour of any Security Holder, if required by the terms of the applicable security document and secondly in favour of His Majesty and the Lessee jointly;
- (e) it shall provide to the Superintendent, on the anniversary date for each year during the Term, with Certificates of Insurance or affidavits from the insurance company or companies confirming that the insurance referred to herein is in full force and effect; and
- (f) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein

## **ARTICLE 13.00 VESTING OF IMPROVEMENTS**

- 13.01 All Structures that during the Term are affixed to the Land, whether at the expense of the Lessee or otherwise, vest in His Majesty. Any items that are determined, at common law, to be trade fixtures or chattels may be removed by the Lessee within thirty (30) days following the expiration or termination of this Lease, provided that the Lessee shall immediately repair, at its expense, any damage caused to the Land and to any Structures by such removal. Any trade fixtures and chattels not removed within thirty (30) days following the expiration or termination of this Lease shall forfeit to and vest in His Majesty.
- 13.02 Subsequent to the removal of all the Lessee's trade fixtures and chattels, in accordance with Article 13.01, the Lessee shall immediately repair, at its expense, any damage to the Land and to any Structures caused by such removal in accordance with the Superintendent's instruction and to the satisfaction of the Superintendent. If the Lessee fails to comply with this Article then the Superintendent may repair any damage to the Land and to any Structures caused by such removal and charge the cost thereof to the Lessee and such costs, including reasonable costs for administration, shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

#### **ARTICLE 14.00      CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION**

- 14.01 The Lessee covenants and agrees that upon the expiration or termination of this Lease, the Lessee shall at its own cost:
- (a) complete an assessment of the environmental condition of the Land as required by any Applicable Environmental Law ;
  - (b) leave any or all Structures on the Land in a good state of maintenance and repair, normal wear and tear excepted;
  - (c) clean up the Land in respect to all Contaminants in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
  - (d) clean up any Contaminant in, on or under the Land that has migrated from the Land as a result of the Lessee's use of the Land, or the use of the Land by all those for whom the Lessee is responsible at law, in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
  - (e) leave the Land free from all garbage and debris;
  - (f) restore the Land to a good state of maintenance and repair,
- all to the satisfaction of the Superintendent.
- 14.02 If the Lessee fails to comply with the provisions of Article 14.01, the Minister may, upon written notice to the Lessee, complete the obligations of the Lessee and charge the costs thereof, including reasonable costs for administration, to the Lessee and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

## ARTICLE 15.00      DEFAULT AND TERMINATION

15.01 In the event that at any time during the Term hereof:

- (a) any portion of the Land Rent remains unpaid for more than thirty (30) days after becoming due, whether formally demanded or not; or
- (b) the Lessee fails to continuously, regularly, duly and punctually perform, observe or keep any of the other covenants and provisions herein contained;

the Minister may, by notice in writing, require the Lessee to remedy any such default within such period of time as the Minister deems warranted.

If in such case, the Lessee does not remedy such default within the time prescribed, the Minister may, by notice in writing, terminate this Lease and on the day specified in the notice of termination, this Lease will terminate, whether or not His Majesty has re-entered the Land.

15.02 Notwithstanding anything herein contained, if the Lessee at any time during the Term hereof:

- (a) makes an assignment for the benefit of creditors pursuant to the *Bankruptcy and Insolvency Act*;
- (b) is adjudged bankrupt pursuant to the *Bankruptcy and Insolvency Act* provided that such order has remained in force for no less than thirty (30) days and has not been stayed;
- (c) files any petition or institutes any proceedings under the *Bankruptcy and Insolvency Act*, *Companies Creditors Arrangement Act*, or similar legislation affecting the rights of creditors generally;
- (d) is subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment;
- (e) abandons the Land, or demonstrates an intention to abandon the Land; or
- (f) attempts to sell, dispose of or remove its goods and chattels so that there would not, in the event of such sale, disposal or removal, be a sufficient distress on the Land for three (3) months' Land Rent,

it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Lessee, to declare the Term ended and this Lease terminated and thereupon, these presents and everything herein contained and the estate or Term will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided His Majesty will nevertheless be entitled to recover from the Lessee the Land Rent then accrued or accruing.

15.03 Any curing of a default under the Lease by the Security Holder shall be construed as a curing of the default by the Lessee.

15.04 Termination of this Lease pursuant to any of the provisions herein shall be wholly without prejudice to the right of His Majesty to recover arrears of land rent or any other right of action by His Majesty in respect to any antecedent breach of

covenant or other provision herein contained, and the rights shall survive the termination of this Lease, whether by act of the parties or by operation of law.

#### **ARTICLE 16.00      OVERHOLDING**

16.01 If the Lessee overholds after the expiration of the Term hereby granted without any further written agreement, the new tenancy thereby created shall be a month to month tenancy which may be terminated by the Minister upon giving one month's notice in writing to the Lessee. In such case, the Lessee shall, during the time of such occupancy, pay a monthly land rent, to be set by the Minister, following the expiration of the Term. The overholding tenancy shall be subject to the covenants and other provisions herein contained so far as the same are applicable to such tenancy.

#### **ARTICLE 17.00      OFFICIAL LANGUAGES**

17.01 The Lessee shall endeavour:

- (a) to provide services to the public in both official languages of Canada; and
- (b) to provide signs, notices and printed materials used for the purpose of informing the public in both official languages of Canada.

17.02 At the request of the Superintendent, the Lessee shall obtain the approval of the Superintendent prior to the display or distribution of the signs, notices and printed materials referred to in Article 17.01 (b).

#### **ARTICLE 18.00      FINANCIAL RECORDS**

- 18.01 (a) The Lessee shall, during the Term, maintain cash registers containing a cumulative total, sealed or locked, to the satisfaction of the Superintendent, and keep or cause to be kept in accordance with accepted principles of accounting, records of Gross Revenue and of the expenses of the business operations conducted on the Land, and based on such records, the Lessee shall submit to the Superintendent, within {number of days written} ({days number}) days of the close of the Lessee's Fiscal Year End, the financial statements based on such records, including a balance sheet, an income statement and a statement of Gross Revenue, all to the satisfaction of the Superintendent.
- (b) The Lessee shall, in each year of the Term, provide the financial statements referred to in Article 18.01 (a) prepared by an accountant qualified and authorized to practice in the said province or territory of, and at the request of the Superintendent, the financial statements prepared by the accountant shall be accompanied by an audit report.
- (c) If the financial statements referred to in Article 18.01 (a) and the report referred to in Article 18.01 (b) are not submitted within sixty (60) days of the close of the Lessee's Fiscal Year End, the Superintendent reserves the right to engage auditors to prepare such financial statements and audit report at the Lessee's costs, and such cost, including reasonable costs for administration, shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

- (d) The Superintendent shall have the right to prescribe or approve revenue gathering and cash control procedures and related equipment and the Superintendent shall also have the right to investigate any irregularities in such procedures and use of related equipment.
- (e) The records required to be kept by the Lessee pursuant to Article 18.01 (a) may be inspected or audited or both, at any time during normal business hours by any accredited representative or representatives of the Minister upon reasonable notice being given.
- (f) In the final five (5) years of this Lease and at any time after its termination, His Majesty may disclose the annual total of the Gross Revenue reported by the Lessee in each year of this Lease for the purpose of public tender information.

**ARTICLE 19.00 DISPUTE**

19.01 Any question or dispute that arises between the parties hereto over any of the covenants, terms, obligations, or provisions of this Lease or the interpretation thereof, shall be referred to the Federal Court of Canada.

**ARTICLE 20.00 MISCELLANEOUS**

20.01 Any notice, request or other communication required by or affecting this Lease may be served upon the parties hereto by sending it by mail, electronic mail, personal service, or any other technology-based system (provided the technology-based system yields a hard copy), postage or charges prepaid addressed to:

in the case of His Majesty  
Minister of the Environment  
c/o the Superintendent  
Rouge National Urban Park  
10725 Reesor Road  
Markham, Ontario L6B 1A8

and

in the case of the Lessee

the Lessee's last known address, or to the Land itself, or by leaving it at that address, or by personally serving it upon the party referred to therein.

Any notice addressed by mail to His Majesty or to the Lessee pursuant to this Article is deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein

20.02 A waiver, condonation, forgiveness or forbearance by either party hereto of the strict performance by the other of any covenant or provision of this Lease shall be in writing and shall not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of His Majesty to require the fulfilment of any obligation of the Lessee, or

to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.

- 20.03 If for any reason any covenant or provision contained in this Lease, or the application thereof to any party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or provision shall be deemed to be independent of the remainder of this Lease and to be severable and divisible from this Lease. The invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Lease or any part thereof. The intention of His Majesty and the Lessee is that this Lease would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal. In the event that any covenant or condition is so determined, the Minister may, in the Minister's sole discretion, replace the covenant or condition with a new covenant or condition which would reflect the intention of the parties in the original covenant or condition.
- 20.04 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between His Majesty and the Lessee pursuant to this Lease. The only relationship is that of lessor and lessee.
- 20.05 The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of His Majesty for or with the view to obtaining this Lease, any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee.
- 20.06 Whenever the provisions of this Lease, unless the text expressly states otherwise, requires an approval of or consent to any action, request, document or plan by a party or require any party to be satisfied as to any of the foregoing, a party shall not arbitrarily or unreasonably withhold, delay or exercise such approval or consent. It shall be considered reasonable that in addition to anything set forth in this Lease, His Majesty, the Minister and the Superintendent may consider applicable statutes and regulations thereunder, government policies, Site management plans and Site community plans, as well as anything that may be necessary for the preservation, control or management of the Site or for the safety of the public. Furthermore, nothing herein shall limit any discretion of His Majesty, the Minister or the Superintendent which discretion is set forth under any applicable statutes and regulations thereunder. In addition, the Lessee acknowledges and agrees that it shall be considered reasonable for His Majesty, the Minister and the Superintendent to take the time for appropriate internal consultation as well as consultation, with third parties as may be necessary for the granting of such approval or consent.
- 20.07 Time is of the essence of this Lease and all of the provisions hereof.
- 20.08 No implied terms or obligations of any kind on behalf of His Majesty shall arise from anything in this Lease or any improvements effected by the Lessee, and the express covenants and agreements herein contained and made by His Majesty are the only covenants and agreements upon which any rights against His Majesty are to be founded.



- 20.09 No exercise of any specific right or remedy of His Majesty shall prejudice or preclude His Majesty from exercising any other right or remedy provided by this Lease or allowed at law or in equity. No right or remedy provided to His Majesty by this Lease or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and His Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.
- 20.10 The captions and headings throughout this Lease are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this Lease, or any provision thereof.
- 20.11 Every provision herein contained shall enure to the benefit of and be binding upon His Majesty, His heirs, successors and assignors and the Lessee, its heirs, executors, administrators, permitted successors and permitted assignors. Where there is more than one Lessee, all covenants and other provisions herein contained shall be construed as being joint and several, and when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- 20.12 This Lease constitutes the entire agreement between the Lessee and His Majesty with respect to the subject matter of this Lease. There are no collateral warranties or agreements.

If the signature block is executed by an individual(s) the following should appear, if not delete

**IN WITNESS WHEREOF**, the parties have executed this Lease.

Parks Canada Agency, on behalf of  
His Majesty the King in right of Canada

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Field Unit Superintendent  
Rouge National Urban Park

And by the Lessee, in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
{lessee name}

If the signature block is executed by a corporation the following should appear, if not delete

**IN WITNESS WHEREOF**, the parties have executed this Lease.

Parks Canada Agency, on behalf of  
His Majesty the King in right of Canada

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Field Unit Superintendent  
Rouge National Urban Park

{company name}

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title



**LEASE**

**BETWEEN**

**HIS MAJESTY THE KING**  
in right of Canada

**AND**

**{LESSEE}**