

## **Licence Agreement with the TRCA for the Operation of the Glen Rouge Campground**

<b>Date:</b>	July 23, 2010
<b>To:</b>	Government Management Committee
<b>From:</b>	General Manager, Parks, Forestry and Recreation
<b>Wards:</b>	Ward 44 – Scarborough East
<b>Reference Number:</b>	P:\2010\Cluster A\PFR\GM33-081210-AFS#12582

### **SUMMARY**

---

The purpose of this report is to obtain City Council authority to enter into a Licence Agreement with the Toronto and Region Conservation Authority (TRCA) to operate and maintain the Glen Rouge Campground located at 7450 Kingston Road.

### **RECOMMENDATIONS**

---

**The General Manager of Parks, Forestry and Recreation recommends that:**

1. City Council authorize a License Agreement with the Toronto and Region Conservation Authority, for a ten (10) year term, substantially based on the terms and conditions set out in the attached Appendix 'A', and such other terms and conditions as are acceptable to the General Manager of Parks, Forestry and Recreation, and in a form acceptable to the City Solicitor; and
2. City Council authorize the General Manager of Parks, Forestry and Recreation to administer and manage the Licence Agreement including the provision of any consents, approvals, notices and notices of termination provided that the General Manager may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction.

## **Financial Impact**

There are no financial impacts resulting from the recommendations in this report. As part of the 2010 Operating Budget Process, a Service Level Reduction was approved and implemented for the Glen Rouge Campground that resulted in a net operating budget reduction of \$29,476 (gross of \$116,166 and revenue of \$86,690) for 2010, and a net operating budget reduction of \$88,427 (gross of \$348,498 and revenue of \$260,071) for 2011.

The licence fee will be two dollars (\$2.00) for the duration of the term.

Under this licence agreement, TRCA will be responsible for all operating costs, including utilities and taxes. This agreement will not result in any net financial impacts to the TRCA that would need to be added through the 2011 Operating Budget process.

The Deputy City Manager and Chief Financial Officer has reviewed this report and agrees with the financial impact information.

## **DECISION HISTORY**

At its meeting of April 15, 2010, City Council amended Executive Committee Item EX42.1 entitled, "2010 Operating Budget."

<http://www.toronto.ca/legdocs/mmis/2010/cc/decisions/2010-04-15-cc48-dd.htm>

## **ISSUE BACKGROUND**

The Toronto and Region Conservation Authority (TRCA) is the owner of the lands occupied by the Glen Rouge Campground. Under a Memorandum Agreement dated June 14, 1961, the former Municipality of Metropolitan Toronto developed and maintained these lands for park, recreational and conservation purposes and assumed the cost and responsibility for the maintenance of the park lands.

Since 1981, the City has operated the Glen Rouge Campground from approximately mid-May to mid-October, seven days a week and 24 hours per day, including holidays.

The City has approached the TRCA to pursue the possibility of the TRCA entering into a License Agreement to operate the campground and TRCA staff have been given formal direction from the Authority to explore the feasibility of the TRCA operating the campground if requested by the City of Toronto. City staff believe this is appropriate as the TRCA is the landowner and has proven experience operating similar campgrounds.

## **COMMENTS**

The campground, comprising approximately 8.7 hectares, is located on the banks of the Rouge River in Rouge Park, situated off of Highway #2 at 7450 Kingston Road, just

north of Highway 401 and east of the Sheppard Avenue/Port Union Road interchange. The facility is located in the scenic Rouge River valley that affords many opportunities for hiking, nature viewing, and other informal recreation pursuits.

The campground consists of a total of 125 sites; 87 serviced sites, 27 un-serviced sites and 11 designed specifically for cyclists and backpackers. Support facilities include a gatehouse, fully equipped washroom facility with change-rooms and showers, laundry facilities, storage garage, trailer pump-out station, and four (4) septic tanks and picnic tables.

The TRCA currently operates two family campground facilities located within the Greater Toronto Area. One is the Albion Hills Campground set in the hills of Caledon on the banks of the Humber River, and the other is the Indian Line Campground, located near Highway 427 and Finch Avenue in Brampton.

The Licence Term will be for a period of ten (10) years commencing on May 1, 2011 and ending April 30, 2021.

If the City and the TRCA are unable to reach an agreement substantially in accordance with the terms in Appendix 'A' within a reasonable time period to the satisfaction of the General Manager of Parks, Forestry and Recreation, the General Manager will issue a Request For Proposal for the operation of the campground.

The TRCA is the landowner of the Glen Rouge Campground property. The TRCA also has proven experience in managing and operating campgrounds, and has the organizational structure to manage the Glen Rouge Campground.

## **CONTACT**

Terry Webber, Manager, Business Services, Parks, Forestry and Recreation, Tel: 416-392-8578, Fax: 416-392-3355, Email: [twebber1@toronto.ca](mailto:twebber1@toronto.ca)

## **SIGNATURE**

---

Brenda Patterson  
General Manager, Parks, Forestry and Recreation

## **ATTACHMENTS**

Appendix 'A' – Major Terms and Conditions Proposed Licence Agreement for the Operation of the Glen Rouge Campground

APPENDIX 'A'  
Major terms and Conditions  
Proposed Licence Agreement for the Operation of the Glen Rouge Campground

**Licensee:**

Toronto and Region Conservation Authority (TRCA)

**Licensed Premises:**

The Campground comprising approximately 8.7 hectares located on the banks of the Rouge River in Rouge Park situated off of Highway #2 at 7450 Kingston Road, just North of Highway 401 and East of the Sheppard Avenue/Port Union Road interchange (the "Site"). The Licensed Premises includes the entire Campground consisting of a total of 125 sites; 87 serviced sites, 27 unserviced sites and 11 designed specifically for cyclists and backpackers. Support facilities include a gatehouse, fully equipped washroom facility with change-rooms and showers, laundry facilities, storage garage, trailer pump-out station, four (4) septic tanks and picnic tables.

**Commencement Date:**

The Commencement Date shall be May 1<sup>st</sup>, 2011.

**Term:**

The Licence Term shall be for a period of ten (10) years commencing on May 1, 2011 and ending April 30, 2021.

**Licence Fee:**

The Licence Fee shall be a nominal amount of Two Dollars (\$2.00) for the duration of the Term.

The Licensee shall be responsible for the payment all applicable taxes, including GST, PST and/or HST, Services Tax and real property taxes and all applicable rates, duties, levies, assessments and impositions whatsoever, whether municipal or otherwise levied, charged or assessed upon the Campground.

The Licensee shall also be responsible for the payment of all applicable taxes in respect of the business carried on by the Licensee at, or levied by reason of the Licensee's occupation of the Campgrounds.

**Use:**

The Licensed Premises shall be used solely for the purpose of the operation of a campground seven (7) days per week and 24 hours per day, including holidays, from May 1st to October 31<sup>st</sup> during each year of the Term.

### **Management, Maintenance and Operation:**

- (1) The Licensee agrees to accept the Site and any property thereon “as is and where is” and the Licensee further acknowledges and agrees that there are no representations or warranties by the City as to the condition of the Site, the improvements and utilities included within the Campground or the suitability of same for the purposes of the operation of the Campground.
- (2) The Licensee shall be responsible for the cost of supplying the Campground, including all buildings, with heat, water, electrical power, gas, telephone services, heating fuel and any other services or utilities desired by the Licensee, including the cost of all hookups.
- (3) The Licensee shall be responsible for all costs associated with the operation of the Campground including but not limited to: advertising, bookings and reservations; the provision of all operating supplies; supervision and control, maintenance, repairs and/or replacements, insurance, employees’ wages and all and any other costs and expenses. The Licensee shall operate the Campground in accordance with the same standards as other campgrounds operated by the Licensee, to the satisfaction of the Licensor, and shall be entitled to all revenues therefrom.
- (4) The Licensee shall be solely responsible for the provision of all Campground staff during the Term. Prior to the commencement of the Term, the City shall remain responsible for the payment of all wages, taxes and benefits, for City employees employed at the Campground, until the commencement of the Term.