

Report to Planning and Environment Committee

To: Chair and Members
Planning and Environment Committee

From: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic Development

Subject: Contract Renewal for Management of Environmentally Significant Areas

Date: October 23, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development;

- (a) Approval **BE GIVEN** under Section 14.3 (c) of the Procurement of Goods and Services Policy to enter into an Agreement with the Upper Thames River Conservation Authority for the management of Environmentally Significant Areas in the City of London as a “Sole Source” contract;
- (b) The attached, proposed by-law **BE INTRODUCED** at the Municipal Council meeting to be held on November 7, 2023, to approve an Agreement between The Corporation of the City of London and the Upper Thames River Conservation Authority for the management of Environmentally Significant Areas in the City of London, substantially in the form attached to the by-law, and to authorize the Mayor and City Clerk to execute the agreement;

IT BEING NOTED that funding for this service is included within the base budget of Planning and Development.

Executive Summary

The current agreement with the Upper Thames Conservation Authority (UTRCA) to manage the City’s Environmentally Significant Areas (ESAs) is set to expire in December of 2023. It is recommended that the contract be renewed to December 2028.

The City’s leadership in the protection of ESAs is enhanced by the highly skilled members of the UTRCA ESA Team who have assisted the City with the majority of the ‘hands on’ aspects of ESA management since the original contract with the UTRCA was signed back in 2002. The UTRCA ESA Team’s skills, depth of knowledge, and ability to leverage additional funds through grants and other programs are a unique service that is key to the enhanced protection of our ESAs.

Linkage to the Corporate Strategic Plan

This recommendation supports the following 2023-2027 Strategic Plan areas of focus:

- Climate Action and Sustainable Growth
 - Waterways, wetlands, watersheds, and natural areas are protected and enhanced
 - Protect natural heritage areas for the needs of Londoners now and into the future

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

October 9, 2018 – Planning and Environment Committee – Contract Renewal for Management of Environmentally Significant Areas

November 26, 2013 – Planning and Environment Committee – Contract Renewal for the Management of ESAs

August 13, 2008 – Board of Control – Contract Renewal with the Upper Thames Conservation Authority to Manage City of London Environmentally Significant Areas

April 10, 2002 – Board of Control – Management Agreement for Environmentally Significant Areas

1.2 Environmentally Significant Areas

Environmentally Significant Areas (ESAs) are considered as the largest, highest quality areas within the City's Natural Heritage System and are identified in The London Plan as 'areas that contain natural features and perform ecological functions that warrant their retention in a natural state'.

There are 12 ESAs currently being managed within the City that require on-going management for the protection and enhancement of these key natural areas and to permit safe and appropriate recreational uses. These include: Westminster Ponds/ Pond Mills, Meadowlily Woods, Kains Woods, Medway Valley Heritage Forest, Warbler Woods, Sifton Bog, Kilally Meadows, The Coves, Lower Dingman, Kelly Stanton, Pottersburg Valley and Byron Valley. These ESAs account for 778 hectares of land in the form of upland forests, floodplains, wetlands, meadows, etc.

The City's management and protection of London's ESAs is guided by policies in The London Plan, Environmental Management Guidelines, Guidelines for Management Zones and Trails in ESAs, Tree Risk Management Policy for ESAs and Invasive Plant Management Strategy. The ESAs are also included in Canada's Pathway to Target 1, categorized with the highest level of ecological management consideration. Wildlife habitat protection, invasive species management, ecological restoration and monitoring, native tree planting and research coordination set this management program apart from the environmental management of other natural areas in the City.

Due to the unique compliment of skills required to manage these significant natural areas, the City has a long-standing contract with the Upper Thames Conservation Authority (UTRCA) to manage London's ESAs on our behalf. The ongoing management of these areas is coordinated through an ESA Management Committee made up of City of London ecologists as well as ESA team members from the UTRCA.

1.3 ESA Management Activities

The importance of proactive, highly skilled management of ESA lands continues to be a priority for the City of London, the Ecological Community Advisory Committee, Nature London and the general public. Both the City and the UTRCA have continuously made improvements to enhance the effectiveness and sustainability of ESA management since the UTRCA was formally contracted in 2002. General management items as outlined in the current 2019 contract are as follows:

1. Monitoring and enhancing the natural resource – (40% of time)
2. Enforcing applicable provincial statues, regulations and municipal bylaws (20%)
3. Overseeing and implementing risk management and hazard tree policies (5%)
4. Developing and maintaining trail systems (30%)
5. Coordinating educational programs, events and community projects (5%)

To effectively fulfill these management items, the UTRCA has continued to broaden the professional and technical skills of their ESA Team to include the following skill sets:

- Provincial and Municipal By-law Enforcement Officers

- Ecological Restoration Technicians with pesticide applicator licenses
- Forestry Technicians with hazard-tree assessment and chainsaw qualifications
- Fish and Wildlife Technicians
- Trail Building and Design Specialists, and Carpenters
- Communication Specialists

An opportunity to assume aspects of the mandated duties along with corresponding funding associated with the work in the UTRCA contract was offered to relevant City Service Areas in early 2023. Due to the unique nature of the work, these offers were declined, and ESA conservation work will continue to be outsourced.

The UTRCA ESA Team meets the diverse operational needs and improves efficiency in the management of ESAs. For example, while building a boardwalk, planting native trees, or managing invasive species, the same staff could educate persons under the Parks and Recreation By-law, Conservation Authorities Act or Trespass to Property Act. While each of these tasks could be performed by individual contractors, it is the combination of these skills, depth of experience and access to a wide range of professional conservation staff at UTRCA that makes this team the most qualified to provide a unique service that cannot be met by any other general contractor.

2.0 Discussion and Considerations

2.1 Agreement Structure and Funding

The current management contract operates on a 5-year term that expires on December 31, 2023. UTRCA currently manages 778.3 ha of ESA land on the City's behalf on a per hectare rate. The 2023 budget for the program is \$615,603 or \$790.96 per hectare. It is proposed to renew the contract to December 31, 2028 with the following considerations:

Updated UTRCA Program Costs

The UTRCA has reviewed their Category 2 and 3 program costs, including the ESA program. Moving forward, any operational costs that were previously covered by the UTRCA levy must now be included in the ESA agreement. This includes salaries, benefits, vehicles and equipment, materials, human resources, etc. In 2023, the City has budgeted \$615,603 for the ESA program which is based on a base rate identified in 2018 that has been indexed to a maximum of 2% under the current agreement. The UTRCA has identified that the true cost of the program in 2023 is expected to be \$670,205 or \$861.11/ha, resulting in an expected shortfall for them this year of \$56,602.

In determining costs for the contract renewal, it is proposed to use the actual costs in 2023 as a baseline for 2024 costs. The 2023 cost of \$670,205 plus 3% based on the cost-of living increase noted below results in a 2024 cost of \$674,862 (\$867.10/ha).

Cost-of-Living Increase

The current agreement includes a provision that in each subsequent year of the term, the annual payment shall be increased by an amount equal to the annual increase in the Cost-of-Living Index, to a maximum of 2% on an annual basis.

Through discussions with UTRCA, the contract renewal proposes to increase the annual maximum to 3% as part of a future agreement to reflect changes since the 2019 agreement. For example, should the Consumer Price Index (CPI) continue to exceed 3% in 2023, the maximum 3% increase would be applied. However, should the CPI decrease below 3%, that number would be applied.

Additional Lands

The agreement allows for a maximum of 30 ha to be added annually to the contract at the \$/ha rate. Any lands to be added and their budgetary requirements are brought forward for Council consideration as a Budget Amendment Case. Since 2020, 12.9 ha have been added to the contract lands in this manner. This provision is proposed to remain unchanged as Council maintains the discretion through the annual budget process to add lands (and associated costs) or not.

Management Activities and Agreement Hours

The current agreement requires the UTRCA to provide 7,300 hours per year. This translates into four dedicated positions at 1800 hours per position per year with 100 hours remaining for other professional conservation staff at the UTRCA. Appendix #2 then divides management activities into five separate categories that are then assigned a percentage of total staff hours. The 2019 agreement identifies the following:

1. Monitoring and enhancing the natural resource activities (40%): wildlife habitat protection, invasive species management, ecological restoration and monitoring, native tree planting and research coordination.
2. Enforcing applicable provincial statutes, regulations and municipal bylaws (20%): enforcement of the City Parks and Recreation By-laws, including encroachments into City ESA lands, Trespass to Property Act, Conservation Bylaw
3. Overseeing and implementing risk management and hazard tree policies (5%): application of the City Hazard Tree Risk Management Policy and Procedure Manual including addressing storm and other reaction tree removal, annual inspection of built structures (e.g., stairs, boardwalks, docks, railings etc.)
4. Developing and maintaining trail systems (30%): maintenance and upkeep of built structures (e.g., boardwalks bridges, stairs, docks etc.), ESA entrances, the existing trail system, required signage and garbage pick-up.
5. Coordinating educational programs, events and community projects (5%): organizing and facilitating public meetings and presentations, community projects and volunteer groups, quarterly and annual reports to the City.

These activities can be categorized into two main groups: Activities 3 and 4 are required to meet risk management obligations such as keeping the trail system open, safe and in a good state of repair, removing refuse, addressing vandalism, and hazard tree management. Activities 1, 2 and 5 provide for ecological restoration, enforcement, and community programs. It is this group of activities that differentiate the ESA program from other management approaches taken in Parks and Woodlands in the City.

The contract renewal would maintain the 7300 hours and time allocations as identified in the 2019 contract.

2.1 Increased Management Pressures

There has been a range of increased management pressures on the ESAs since the last agreement update in 2019. Significant growth has occurred adjacent to the ESAs resulting in higher usage of the 55.9 km trail system. Increased trail use has resulted in trail widening, informal access points and trails, mudholes, trenching, erosion and vandalism. As such, the ESA Team has had to continuously divert efforts away from ecological restoration and towards projects to maintain the trail system in a state of good repair. The ESA Team is also responsible for abandoned encampments in ESAs under 'garbage pick-up'. Since 2019, the ESA Team has had to respond to a substantial increase in encampments. These cleanup efforts are time consuming and further pull resources away from ESA ecological management activities.

The constant need to divert hours from ecological restoration to risk management obligations like trail system needs and garbage collection has been raised on several occasions by the UTRCA and has been raised as a concern by the Ecological Community Advisory Committee (ECAC) and its predecessor. The level of service provided for ecological activities has declined since 2019; trail upkeep, refuse collection and risk management are resulting in little time leftover for ecological management activities that take advantage of the ESA Team unique cross-functional skillsets, and which make the ESA program so distinct.

A Multi-Year Business Case has been submitted for Council consideration in early 2024. The business case will present revised management hours for Council

consideration to better align actual hours with the hours needed to maintain the City's risk management obligations and ecological responsibilities in ESAs.

To ensure uninterrupted management of London's ESAs, the purpose of this report is to renew the current UTRCA contract that expires on December 31, 2023. The current contract will expire prior to multi-year budget consideration.

3.0 Financial Impact

In the first year of the term of this Agreement, the City would pay the UTRCA \$867.10 per hectare for the management of ESAs. In each subsequent year of the term, the annual payment shall be increased by an amount equal to the annual increase in the Consumer Price Index, to a maximum of 3%. For 2024, the cost of the services provided by the UTRCA is estimated to be \$674,862.

Funding for the services provided under this renewal period are included in the draft base budget for Planning and Development.

The agreement provides the flexibility to incorporate any additional funding approved by Council through the multi-year budget process.

Conclusion

The City's leadership in the protection of ESAs is enhanced by the highly skilled members of the UTRCA ESA Team who have assisted the City with the majority of the 'hands on' aspects of ESA management since the original contract with the UTRCA was signed back in 2002. The UTRCA ESA Team's skills, depth of knowledge, and ability to leverage additional funds through grants and other programs are key to the enhanced protection of our ESAs.

Prepared by: Emily Williamson, MSc
Ecologist Planner, Community Planning

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Manager, Community Planning

Recommended by: Heather McNeely, MCIP, RPP
Director, Planning and Development

Submitted by: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic
Development

Appendix A - Contract

Bill No. [number to be completed by Clerk's Office]
2023

By-law No.

A by-law to approve a Agreement between the Corporation of The City of London and the Upper Thames Conservation Authority; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement with the Upper Thames Conservation Authority, for the management of certain lands within the City of London (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being the Agreement between the Corporation of the City of London and the Upper Thames River Conservation Authority is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on November 7, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

SCHEDULE "A"

THIS AGREEMENT dated as of the 1st day of January, 2024,

BETWEEN:

UPPER THAMES RIVER CONSERVATION AUTHORITY

(the "Authority")

OF THE FIRST
PART

and

THE CORPORATION OF THE CITY OF LONDON

(the "City")

OF THE SECOND PART

WHEREAS the Authority and/or the City are the owners of the Environmentally Significant Natural Areas ("ESAs") located within the City of London, in the County of Middlesex, known as the Westminster Pond/Pond Mills, Kilally Meadows, Medway Valley Heritage Forest, Sifton Bog, Warbler Woods, Meadowlilly Woods, Kains Woods, The Coves, Lower Dingman, Kelly Stanton, Pottersburg Valley, and Byron Valley which for the purposes of the City's Parks and Recreation Area By-law – PR-2 are considered to be ESAs under their joint management (hereinafter referred to as the "ESAs");

AND WHEREAS the Authority approves of the use of its ESA lands for public access as long as such public access is in compliance with the City's Parks and Recreation By-law;

AND WHEREAS the City desires the Authority to provide Management Activities for all of the ESAs under this agreement whether owned by the City or owned by the Authority;

AND WHEREAS the existing location and demarcation of the ESAs and their respective management areas are more particularly identified in the maps shown as Appendix #1 attached hereto;

AND WHEREAS the City and the Authority have previously entered into agreements dated the 2nd day of July, 1976 and the 15th day of March, 2002 and the 18th day of August 2008 and the 1st of January 2013 and the 1st of January 2019 with respect to the creation, development and management of environmentally significant natural areas in the City of London;

AND WHEREAS the Authority is governed by the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, and s. 21.1.1(1) of that Act provides that, for the purpose of accomplishing its objects, an authority may provide, within its area of jurisdiction, municipal programs and services that it agrees to provide on behalf of the municipality situated in whole or in part within its area of jurisdiction under a memorandum of understanding, or such other agreement as many be entered into with the municipality, in respect to the programs and services;

AND WHEREAS the City is governed by the *Municipal Act, 2001*, S.O. 2006, c. 11, Sch. A. as amended, and s. 9 of that Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and further in section 10(2) to pass by-laws respecting the "economic, social and environmental well-being of the municipality; health safety and well-being of persons; protection of persons and property; public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; providing services that the municipality considers necessary or desirable for the public; and animals;

AND WHEREAS the parties intend that the Authority's costs of providing its services to the City will not form part of the Authority's annual levy to the City for carrying out the Authority's regulatory services under the *Conservation Authorities Act*;

AND WHEREAS the City intends to identify within the City's annual operating budget the annual costs of this Agreement;

AND WHEREAS legislative changes have prompted the replacement of previous management agreements as set out above and to provide for the maintenance, repair, service, development and operation of the ESAs and their respective management areas on the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Management Activities

- (a) The Authority shall carry out the management activities described in Appendix #2, attached hereto ("Management Activities") for the ESAs and other lands according to objectives established in the Conservation Master Plans for the ESAs, and as directed by the joint agreement of UTRCA and the City Management responsible for the ESA program and as otherwise directed by the City;
- (b) It is understood and agreed between the parties that the scheduling and timing of Management Activities as set forth in paragraph 1 (a) will be completed at the discretion of the Authority on the basis of regular consultation with the City and to the City's satisfaction;
- (c) The parties shall from time to time develop risk management and hazard tree management policies applicable to all lands within the ESAs and their respective management areas, whether owned by the City or the Authority;
- (d) In performing its Management Activities under this Agreement, the Authority shall comply with all applicable policies as provided by the City, or as otherwise directed in writing by the City;
- (e) The Authority shall provide a minimum of 7300 hours of service per year carrying out the Management Activities;
- (f) The Authority shall provide quarterly reports to the City in a form acceptable to the City outlining progress on all Management Activities described in Appendix #2; and
- (g) The Authority shall not maintain ESA trails during the winter. Additionally, the Authority shall not provide snow and ice removal or road service maintenance and repair on roads, sidewalks, multi-use pathways and parking areas within ESA management areas; including snow and ice removal, and road surface maintenance and repair, as indicated on the maps in Appendix #3.

2. Term of Agreement

This agreement shall be for a term of five (5) years commencing on the 1st day of January, 2024 and shall expire on the 31st day of December, 2028.

3. Land Acquisition

Except as hereinafter provided, the parties hereto agree that the title to all lands within the ESAs shall remain in the name of the registered owner as of the date of the signing of this Agreement. As one of the methods of acquiring land necessary for implementation of the ESA Master Plans the Authority may, from time to time and when sums become available from the Province of Ontario, Ontario Ministry of Natural Resources and Forestry, obtain and register property in its own name. Any such land acquisitions shall only be done with the approval of the City.

The City may at any time acquire on behalf of itself or the Authority any land which may become available with respect to the ESAs or surrounding lands. It is hereby agreed between the parties that, with respect to any lands so purchased by the City, that the City may apply through the Authority, to the Ontario Ministry of Natural Resources and Forestry or any other municipal, provincial or federal agencies, for such grants as may be available, and the Authority shall assist to ensure that such application is in fact made to the proper body.

4. Payments to the Authority

- (a) The Authority's costs to provide the Management Activities to the City as defined in subparagraph (b) below, are separate and distinct from the Authority's annual levy to the City for carrying out the mandatory programs and services under the Conservation Authorities Act. The Authority shall not include in its annual levy to the City under the Conservation Authorities Act the costs for its Management Activities under this Agreement which is an agreement with the City of London under 21.1.1 of the Conservation Authorities Act.
- (b) In the first year of the term of this Agreement, the City shall pay the Authority eight hundred and seventy six dollars and ten cents (\$876.10) per hectare for the management of ESAs. As of January 1, 2024, the total area under management will be 778.3 ha. In each subsequent year of the term, the annual payment shall be increased by an amount equal to the annual increase in the Cost of Living Index, to a maximum of 3% on an annual basis, except as otherwise agreed by the parties.

In consultation and agreement with the Authority, the City shall reserve the right to fund additional ESA Land Management positions above and beyond the per hectare rate to bring the management level up to standard and/or in response to increased use pressures or Council direction. The Authority shall use the payments provided by the City pursuant to this Agreement only for the specific purpose for which the payment is provided.

Notwithstanding anything in this Agreement, the Authority shall immediately refund to the City any payments made by the City that are in excess of the amount to which the Authority is entitled.

- (c) The parties agree that a minimum of one (1) years notice will be given to the other party if any change to the payment formula described in paragraph 4 (b) is anticipated. In the event of a termination notice under section 11, the City's payment obligations for the following year shall be modified pro rata.
- (d) As new ESA lands are acquired, the City shall pay the corresponding increase in the contract amount in accordance with the formula established in paragraph 4 (b) commencing in the next year. Program costs and management activities will be adjusted with the agreement of the parties in order that newly acquired ESA lands can be managed in accordance with this Agreement.
- (e) The Authority shall submit its proposed expenses and revenues for providing the Management Activities for subsequent years to the City for its approval by November 30th in a format acceptable to the City and in accordance with generally accepted accounting and budgeting practices. The revenues shall include the value of any in kind services or donations received to offset the costs of maintenance, repair, development, operation and management of the ESAs.
- (f) Payment by the City in each year shall be in accordance with procedures agreed upon by the parties, but such payments shall not be less than one twelfth of the sum owing in each year payable monthly by the City.

5. Amendment

- (a) If the amounts per hectare and hours are changed through the Multi-Year Budget process in 2024, the City is entitled to amend the amounts in subsections 1(e) and 4(b) accordingly.
- (b) Notwithstanding subsection 4(c), the parties agree that any change in the payment funding as a result of the Multi-Year Budget approval process in 2024 shall come into effect with the approval of the 2024 Budget.
- (c) In the event that in change in the amount per hectare for the management of ESAs is granted through the City of London Multi-Year Budget process in 2024, in consultation and agreement with the Authority, the City shall reserve the right to amend the percentages for management activities indicated in Appendix #2, attached hereto.

6. Indemnification and Waiver

The Authority undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Authority's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) Any breach of this Agreement by any of the Authority, the Authority's employees, any subcontractor of the Authority, or persons for whom the Authority is at law responsible;
- (b) Any loss or misuse of funds held by the Authority, the Authority's employees, subcontractor of the Authority, or persons for whom the Authority is at law responsible, under this Agreement;
- (c) The acts or omissions of the Authority, the Authority's employees, subcontractor of the Authority, or any person for whom the Authority is at law responsible in performing the services or otherwise carrying on the Authority's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) Any claim or finding that any of the Authority, the Authority's employees, subcontractor of the Authority, or persons for whom the Authority is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; and,
- (e) Any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Authority: Authority's employees or others for whom Authority is at law responsible in connection with the performance of services or otherwise in connection with Authority's business.

7. Responsibility for Damage

If the said lands, or any property installed thereon by the City shall become damaged by an act, omission or negligence of the Authority, the Authority shall promptly remedy the damage or pay such reasonable amount as may be required to restore the property to its pre-damage condition.

8. Insurance

The Authority agrees to purchase and maintain during the *term* of the agreement at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect to the successful bidder(s) operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement;
- c) The policies shown above will not be cancelled or permitted to lapse unless the Authority ensures that the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require; and
- d) Evidence that the insurance described above is in force shall be provided to the City on commencement of the program and thereafter at least once annually prior to the renewal date of the policy. The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to program as it may

reasonably require.

9. Licenses

The Authority shall have the right to licence the use of any lands within the ESAs that the Authority owns for the purposes consistent with the Master Plans, provided that the term of any such licence(s) shall not exceed one (1) year in duration. With respect to all licences having a term in excess of one (1) year, the Authority shall obtain the approval of the City regarding the terms and conditions of such licence prior to the issuance of the same. Any fees received by the Authority for such licensing hereunder shall be applied to and offset any costs, fees, charges, or other sums the City is responsible for pursuant to this agreement so as to so reduce such payments by the City.

10. Compliance

All parties shall at all times comply with all provisions of the *Conservation Authorities Act, R.S.O. 1990, c. C.27* and any amendments thereto and any regulations, by-laws and amendments in force from time to time and all rules and regulations pertaining to ESAs as may be enacted from time to time.

The Authority shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws.

The Authority shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

11. Development

In accordance with the *Conservation Authorities Act, R.S.O. 1990, c. C.27*, and for greater certainty only, the City shall comply with all regulations of the Authority concerning development, the placement of fill, or the straightening, changing, diverting or interfering in any way with the existing channel of a river, creek, stream or wetland on any lands within the ESA's unless the written consent of the Authority shall have been first obtained.

12. Termination

Either party may terminate this Agreement for any reason by giving one (1) year written notice to the other party.

13. The Authority's Contractual Status

- (1) The Authority acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Authority nor any person employed by or associated with the Authority (including but not limited to its agents, officers, subcontractors) is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City. the *Income Tax Act*. R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*. R.S.C. 1985. c.C8; the *Employment Insurance Act*. S.O. 1996.c.23; the *Workplace Safety and Insurance Act*. 1997;S.O. 1997. c.26 (Schedule "A"); the *Occupational Health and Safety Act*. R.S.O. 1990. c.o.1; the *Pay Equity Act*. R S. O. 1990. c.P.7; the *Health Insurance Act*. R.S.O. 1990. c.H.6; or any other employment related legislation. all as may be amended from time to time. or otherwise.
- (2) Notwithstanding subparagraph (1) above, it is the sole and exclusive responsibility of the Authority to make its own determination as to its status under the Acts referred to above and. in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required thereunder.
- (3) The parties are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Authority or between the City and any employees, agent or contractor of the Authority.

14. Assignment

Neither this Agreement nor any part or interest may be assigned, subcontracted or otherwise transferred by the Authority without the prior written consent of the City, which consent may be withheld.

15. Execution

The Authority acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, under the hands of their duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED

UPPER THAMES RIVER CONSERVATION AUTHORITY

Per:

Per:

* We have the authority to bind the Upper Thames River Conservation Authority

THE CORPORATION OF THE CITY OF LONDON

Mayor

City Clerk

Appendix #1 ESA Management Area Maps



The Coves

2023 Management Area

Legend

Managed Structures

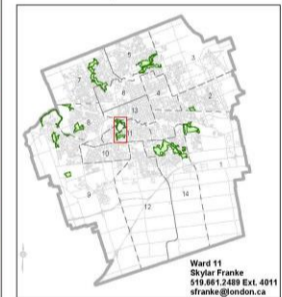
-  Bridge
-  Railing

Access Point

- 1 Springbank Drive
- 2 Brookdale Avenue
- 3 MacAlpine Avenue
- 4 Cove Road
- 5 Elmwood Avenue
- 6 Southcrest Drive
- 7 Phyllis Street
- 8 Centre Crescent
- 9 Baseline Road West
- 10 Beachwood Avenue
- 11 Rachel Street
- 12 Emery Street
- 13 Winston Avenue
- 14 Mackay Avenue
- 15 Briscoe Street West
- 16 Greenside Avenue
- 17 Thames Valley Parkway

-  Managed Trail (4936 m)
-  Thames Valley Trail
-  Management Area (47.4 ha)
-  City of London (47.4 ha)

Location Map



0 25 50 100 150 200 250 300
metres

UPPER THAMES RIVER
CONSERVATION AUTHORITY

Map produced by UTRCA with data provided by the City of London. Copyright © UTRCA 2023/01.





Lower Dingman 2023 Management Area

Legend

Managed Structures

Boardwalk

Access Point

Homewood Lane

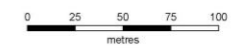
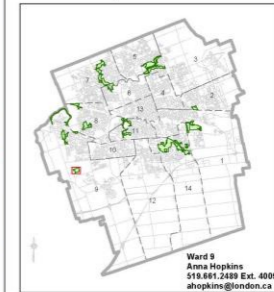
Parking

Managed (1637 m)

Management Area (20.8 ha)

City of London (20.8 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Kains Woods 2023 Management Area

Legend

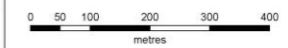
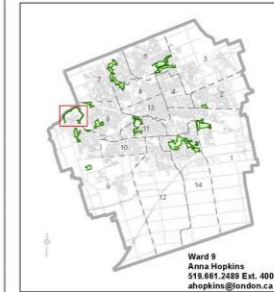
Managed Structures

- Barricade (Open)
- Barricade (Closed)
- Railing
- Boardwalk
- Bridge

Access Point

- ① Tigerilly Road
- ② Shore Road South
- ③ Oxford Street West
- ④ Westdel Bourne
- ○ ○ Thames Valley Trail
- Managed Trail (5768 m)
- Management Area (28.1 ha)
- City of London (28.1 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

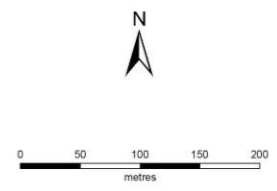
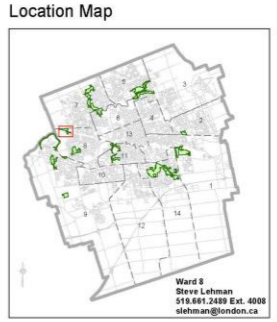
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Kelly Stanton
2023 Management Area

Legend

- Managed (0 m)
- Management Area (18.5 ha)
- City of London (18.5 ha)



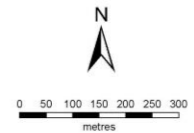
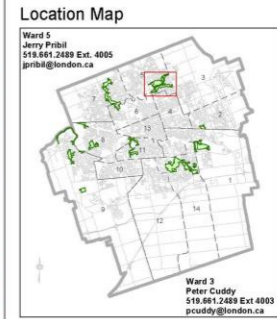
UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Kilally Meadows 2023 Management Area

- Legend**
- Managed Structures**
- Barricade (Open)
 - Bench
 - Bridge
 - Staircase
- Access Point**
- 1 Windermere Road (East)
 - 2 Glenora Drive
 - 3 Glengarry Avenue & Glenora Drive
 - 4 Wakefield Crescent
 - 5 Benson Crescent
 - 6 Killamey Place
 - 7 Highbury Avenue - Bridge
 - 8 Edgevalley Road
 - 9 Kilaly Road (West)
 - 10 Blackmaple Court
 - 11 Slaghon Crescent
 - 12 Crosscreek Crescent
 - 13 Sweetbriar Road
 - 14 Ridgeview Drive
 - 15 Bride Path
 - 16 Adelaide Street Bridge (South)
 - 17 Adelaide Street Bridge (North)
- Parking
- Managed Trail (10482 m)
- Thames Valley Trail
- ESA Management Area (145.17 ha)
- City of London (115.5 ha)
- UTRCA (18.1 ha)
- Note:
ESA Management Area
contains - 13 ha of riverbed.



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Meadowlily Woods 2023 Management Area

Legend

Managed Structures

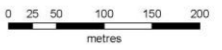
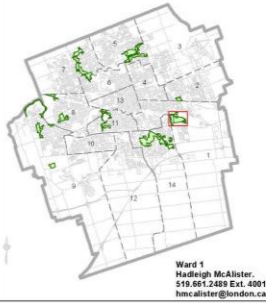
- Barricade (Open)
- Barricade (Closed)
- Boardwalk
- Bridge

Access Point

- 1 Commissioners Road Parking Lot
- 2 Meadowlily Road South (South)
- 3 Meadowlily Road South (North)
- 4 Meadowlark Ridge
- 5 Meadowlily Road North
- 6 Thames Valley Parkway East (North)
- 7 Thames Valley Parkway East (South)
- 8 Thames Valley Parkway West
- P Parking

- Managed Trail (5590 m)
- Management Area (83.9 ha)
- City of London (76.81 ha)
- UTRCA (7.08 ha)

Location Map



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Medway Valley Heritage Forest

2023 Management Area

Legend

Managed Structures

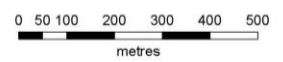
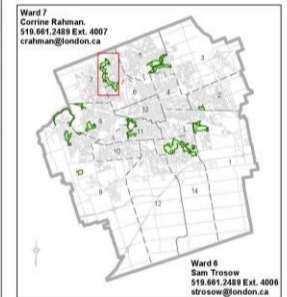
- Barricade (Open)
- Barricade (Closed)
- Boardwalk
- Bench
- Bridge
- Railing
- ▲ Staircase
- Viewing Platform

Access Point

- 1 Wonderland Road North
- 2 Attawandaron Gate
- 3 Attawandaron Road (Central)
- 4 Attawandaron Road (North)
- 5 Fanshawe Park Road West (West)
- 6 Fanshawe Park Road West (South)
- 7 Hickoryridge Common
- 8 Sunningdale Road West
- 9 Valleyrun Boulevard (West)
- 10 Glenridge Crescent
- 11 Ambleside Park
- 12 Gloucester Road
- 13 Windermere Road (West)
- 14 Elsie Perrin Williams Estate
- 17 Metamora Crescent
- 18 Wychwood Park
- 19 Doncaster Gate (East)
- 20 Pitcarrie Crescent
- 21 Valleyrun Boulevard (East)
- 22 CreekrIDGE Bend

- P Parking
- Managed Trail (11614 m)
- Management Area (133.4 ha)
- City of London (105.8 ha)
- UTRCA (27.6 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Pottersburg Valley
2023 Management Area

Legend

Managed Structures

- Bench
- Kiosk
- Picnic Area

Access Point

- Trafalgar Street
- Parking

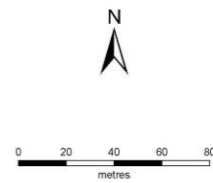
Managed (466 m)

Management Area (14.4 ha)

City of London (14.4 ha)

Location Map

Ward 2
Shawn Lewis
519.861.2489 Ext. 4002
stlewis@london.ca



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Sifton Bog
2023 Management Area

Legend

Managed Structures

- Barricade (Open)
- Boardwalk
- Viewing Platform

Access Point

- 1** Oxford Street West (Kiosk)
- 2** Hyde Park Road (Kiosk)
- 3** Old Hyde Park Road
- 4** Mantle Place
- 5** Havenwood Way
- 6** Santa Monica Road
- 7** Naomee Place
- 8** Naomee Crescent
- Parking

Managed Trail (2833 m)

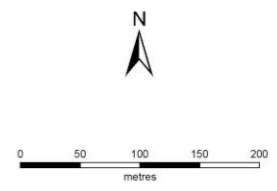
Management Area (41.6 ha)

City of London (11.6 ha)

UTRCA (30 ha)

Location Map

Ward 8
Steve Lehman
519.861.2489 Ext. 4008
slehman@london.ca



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Warbler Woods


2023 Management Area

Legend


Managed Structures

-  Barricade (Open)
-  Boardwalk
-  Bridge
-  Railing

Access Point

- 1** Commissioners Rd West (Kiosk)
 - 2** Chestnut Court
 - 3** Springfield Crescent
 - 4** Timber Drive
 - 5** Woodgate Place
 - 6** Conifer Place
 - 7** Baseline Road East
 - 8** Baseline Road West
 - 9** Warbler Woods Walk (North)
 - 10** Warbler Woods Walk (South)
 - 11** Upper West Avenue
 - 12** Boardwalk Way
-  Parking

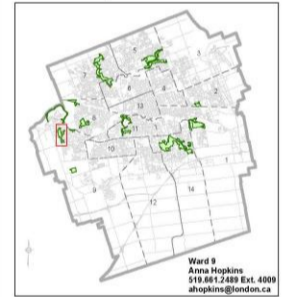
 Managed Trail (5381 m)

 Thames Valley Trail

 Management Area (40 ha)

 City of London (40 ha)

Location Map

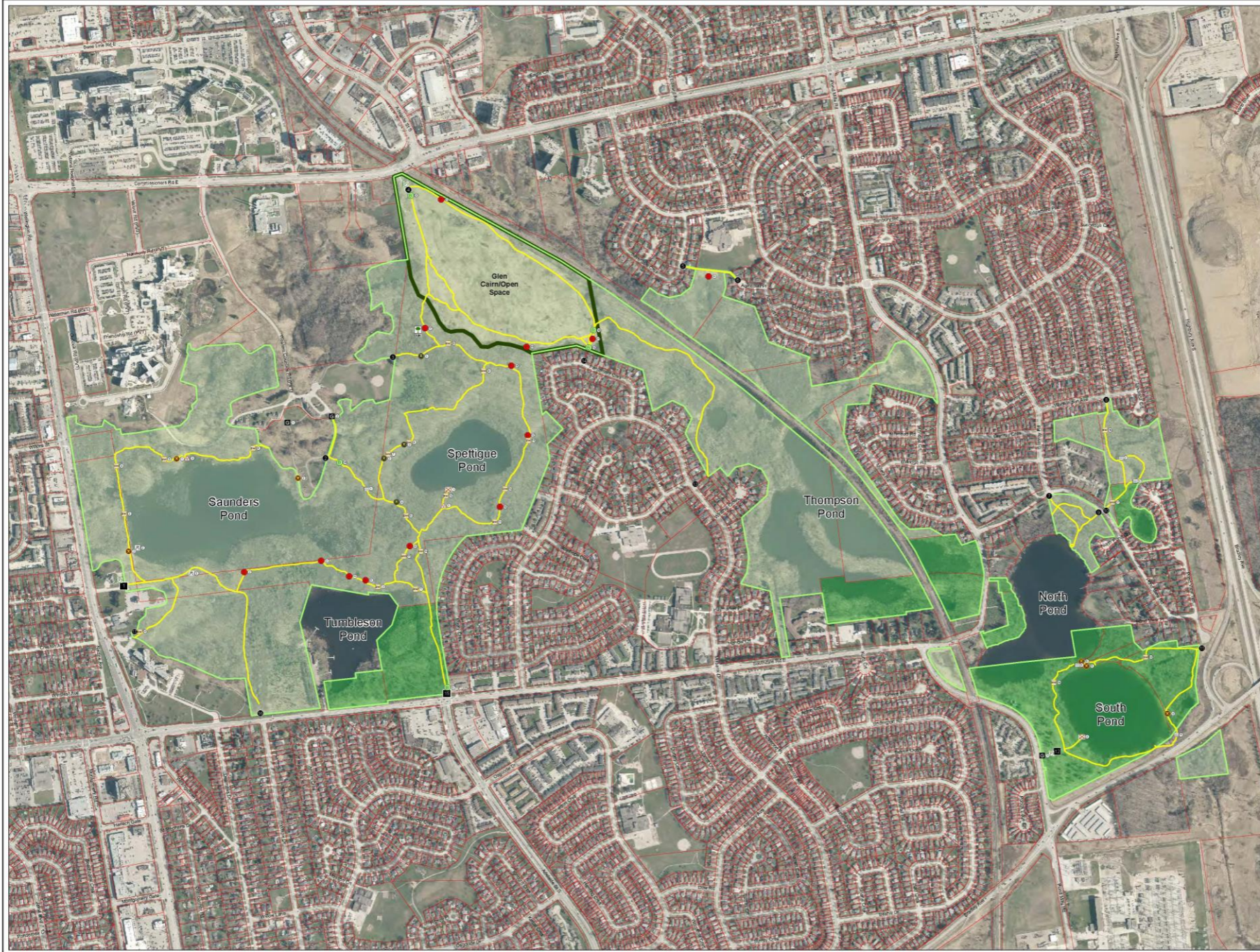


0 25 50 100 150 200
metres

UPPER THAMES RIVER
CONSERVATION AUTHORITY

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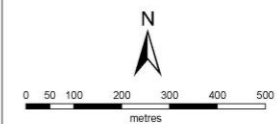
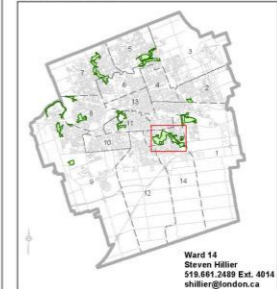




Westminster Ponds/ Pond Mills 2023 Management Area

- Legend**
- Managed Structures**
- Barricade (Open)
 - Barricade (Closed)
 - Bench
 - Bridge
 - Floating Dock
 - Gate
 - Viewing Platform
 - Rating
 - Staircase
 - Heritage Tree
- Access Point**
- 1 Wellington Road at Tourist Info Centre (Pond)
 - 2 South Parkwood Hospital
 - 3 North Parkwood Hospital
 - 4 Commissioners Road at Adelaide Street
 - 5 Silverdale Crescent
 - 6 Agincourt Place
 - 7 Pond View Road Education Centre
 - 8 Worthington Avenue
 - 9 Pond View Road South
 - 10 Pond View Road North
 - 11 Pond View Terrace
 - 12 Pond Mills Road at Gladys Avenue (Pond)
 - 13 Millbank Drive
 - 14 Parkhurst Crescent
 - 15 Southside Road at Adelaide Street (Pond)
 - 16 Cleanness
 - 17 Wellington Road South
- Parking
- Managed Trail (11225 m)
- City of London (160.4 ha)
- UTRCA (36.1 ha)
- Management Area (190.5 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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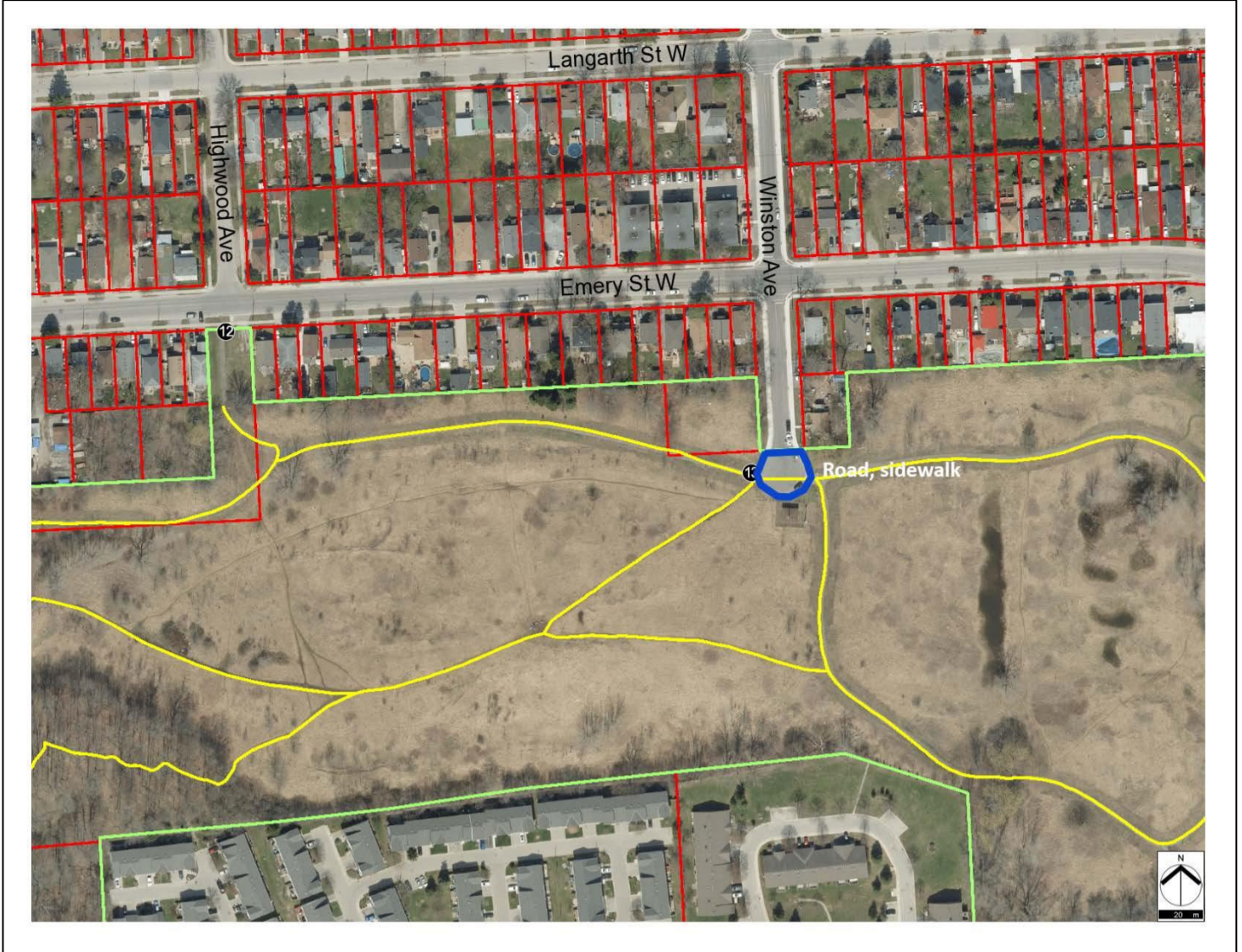
Appendix #2 Management Activities

The Management Activities to be performed by the Authority under this Agreement are:

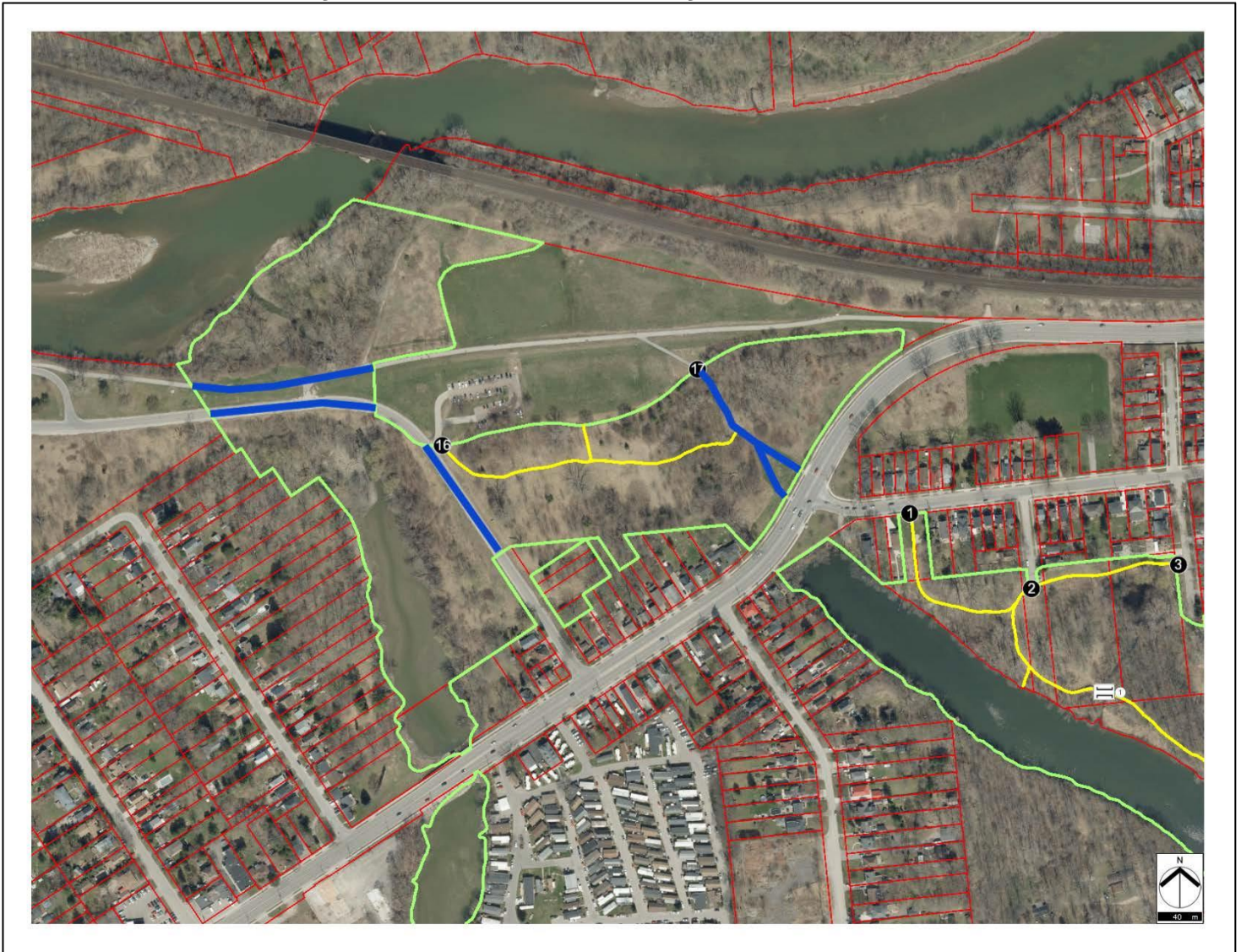
1. Monitoring and enhancing the natural resource -Approximately 40% of total hours:
 - a. Wildlife and habitat protection
 - b. Invasive species management, ecological restoration, and, monitoring
 - c. Native tree planting
 - d. Coordinate research initiatives
2. Enforcing applicable provincial statutes, regulations, and municipal bylaws -20%:
 - a. City Parks and Recreation By-laws, including encroachments into City ESA lands
 - b. Trespass to Property Act
 - c. Conservation Authority Act
3. Overseeing and implementing risk management and hazard tree policies -5%:
 - a. City Hazard Tree Risk Management Policy and Procedure Manual including addressing storm and other reaction tree removal
 - b. Annual inspection of built structures (ex. stairs, boardwalks, docks, railings etc.)
4. Maintaining trail systems -30%:
 - a. Maintenance and upkeep of built structures (boardwalks, bridges, stairs, docks etc.)
 - b. Maintenance and upkeep of ESA entrances, and existing trail system
 - c. Maintenance and upkeep of all required signage
 - d. Garbage pick-up
5. Coordinating educational programs, events and community projects -5%:
 - a. Public meetings and presentations
 - b. Community projects and volunteer groups
 - c. Provide quarterly and annual reports to the City
6. Other management activities as agreed to in writing by the parties.

Appendix #3 Road, Multi-Use and Parking Lot Maps

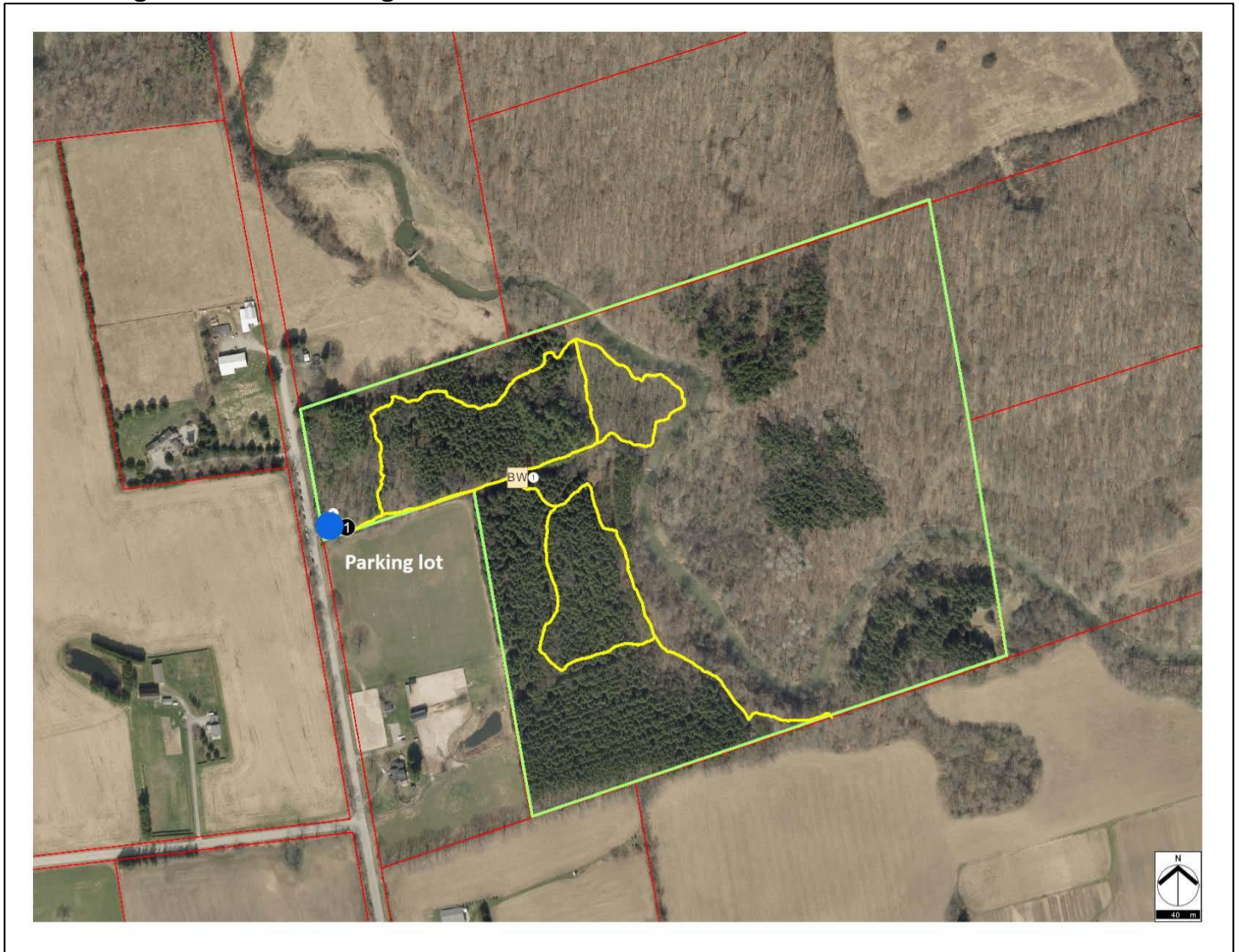
The Coves ESA – Euston Meadows Road and Sidewalk



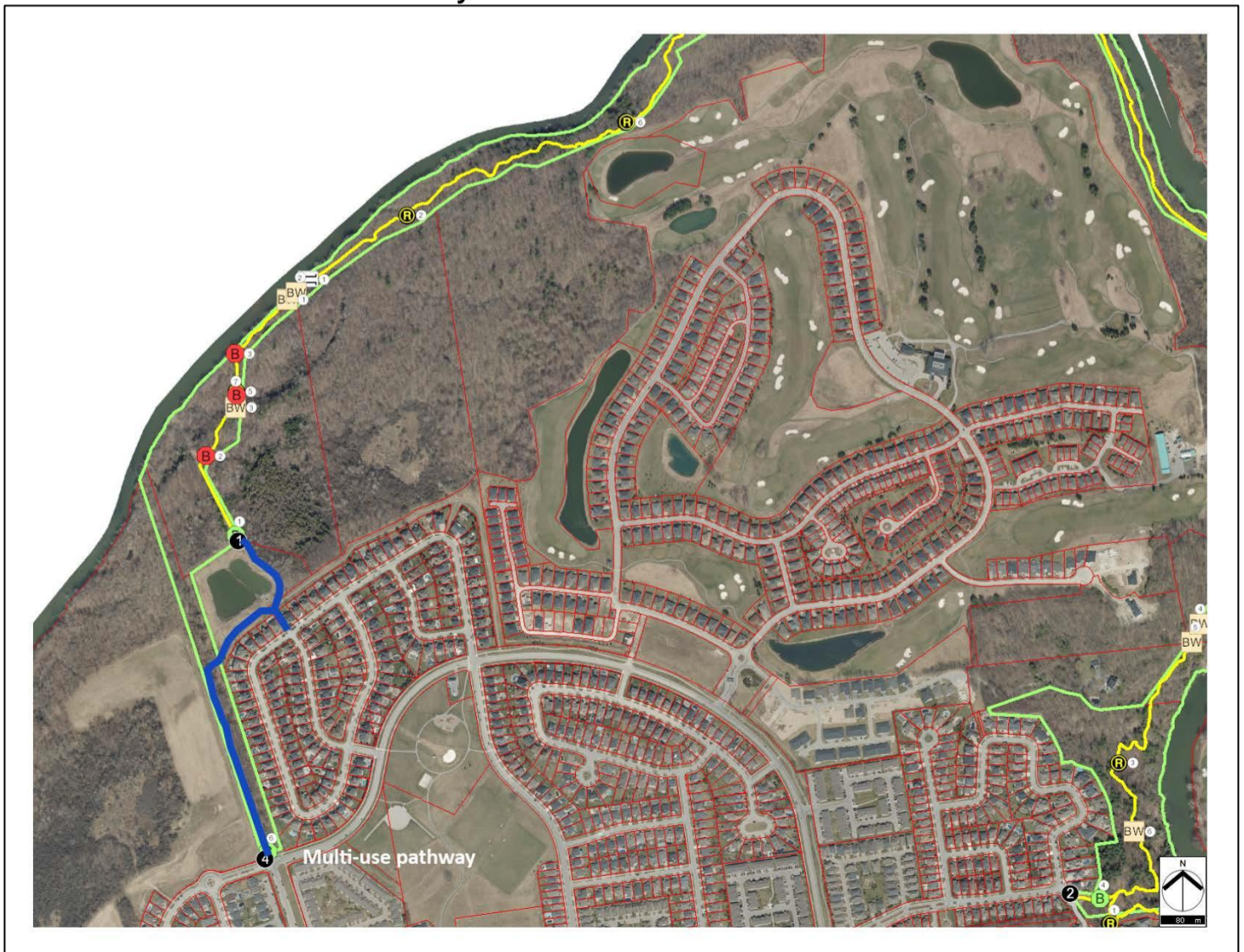
The Coves ESA Greenway Road and Multiuse Pathway



Lower Dingman ESA – Parking Lot



Kains Woods ESA Multiuse Pathway



Kilally Meadows ESA - Multiuse Pathway



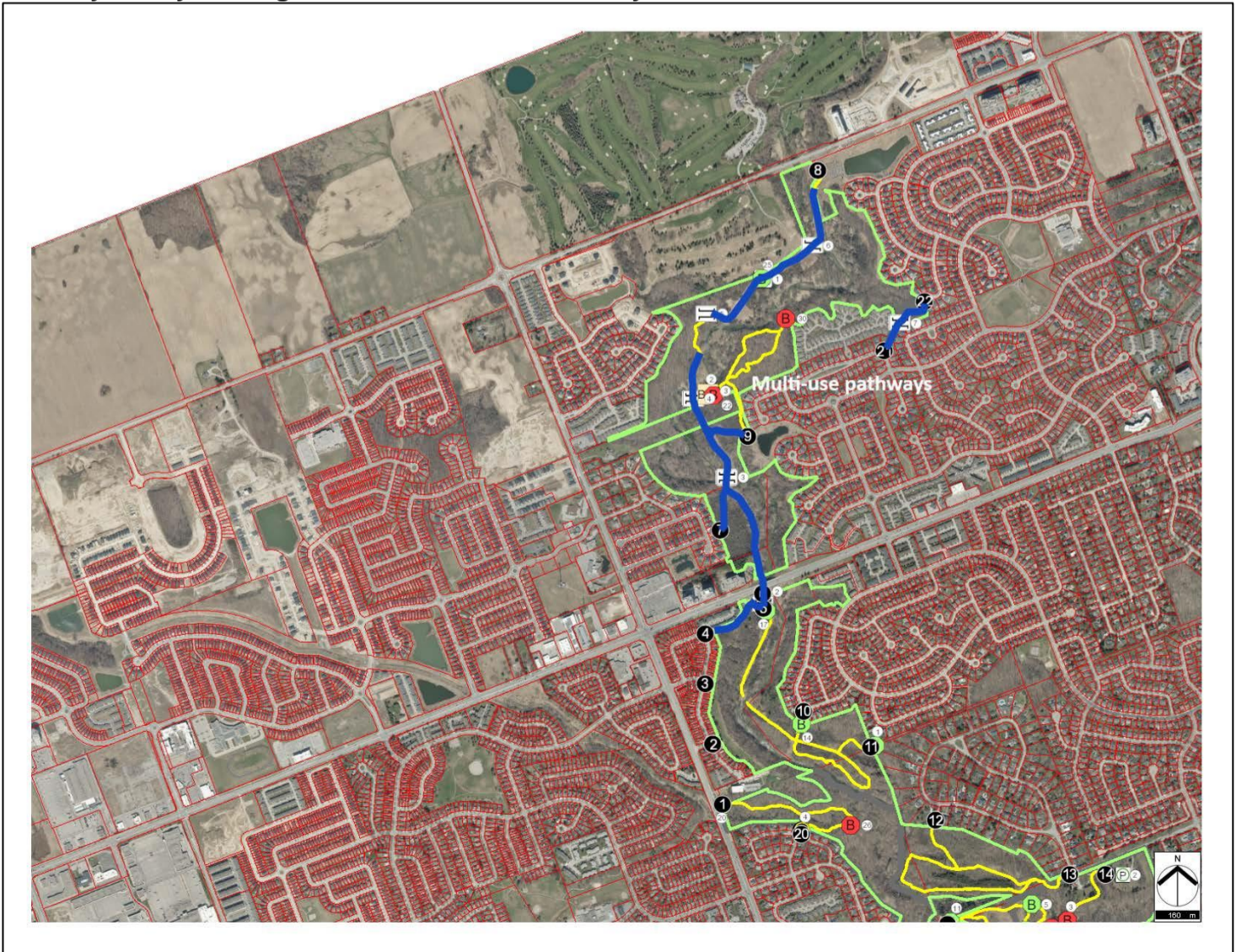
Meadowlily Woods ESA - Multiuse Pathway



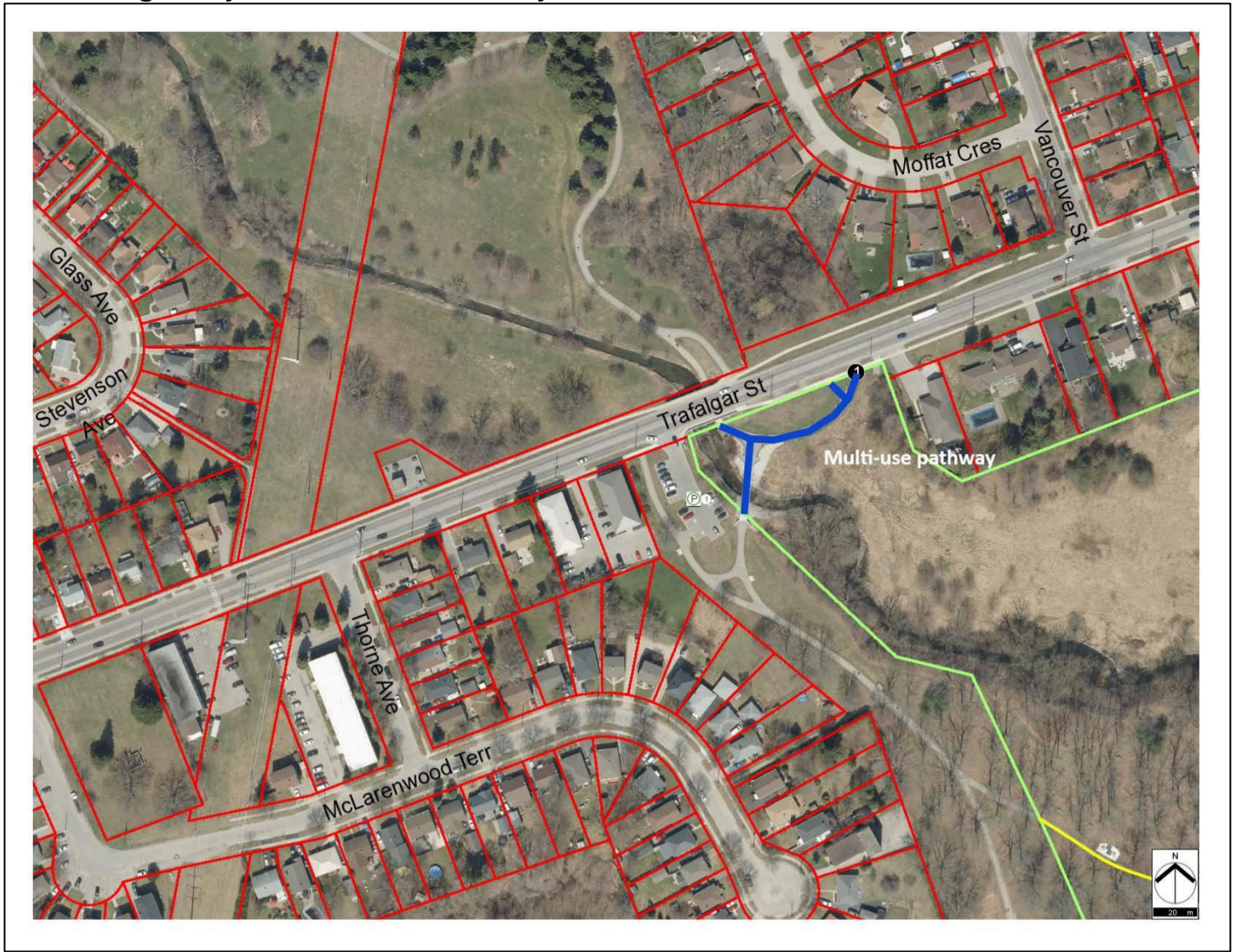
Medway Valley Heritage Forest ESA – Elsie Perin Parking lot and Multiuse Pathway



Medway Valley Heritage Forest - Multiuse Pathway



Pottersburg Valley ESA - Multiuse Pathway



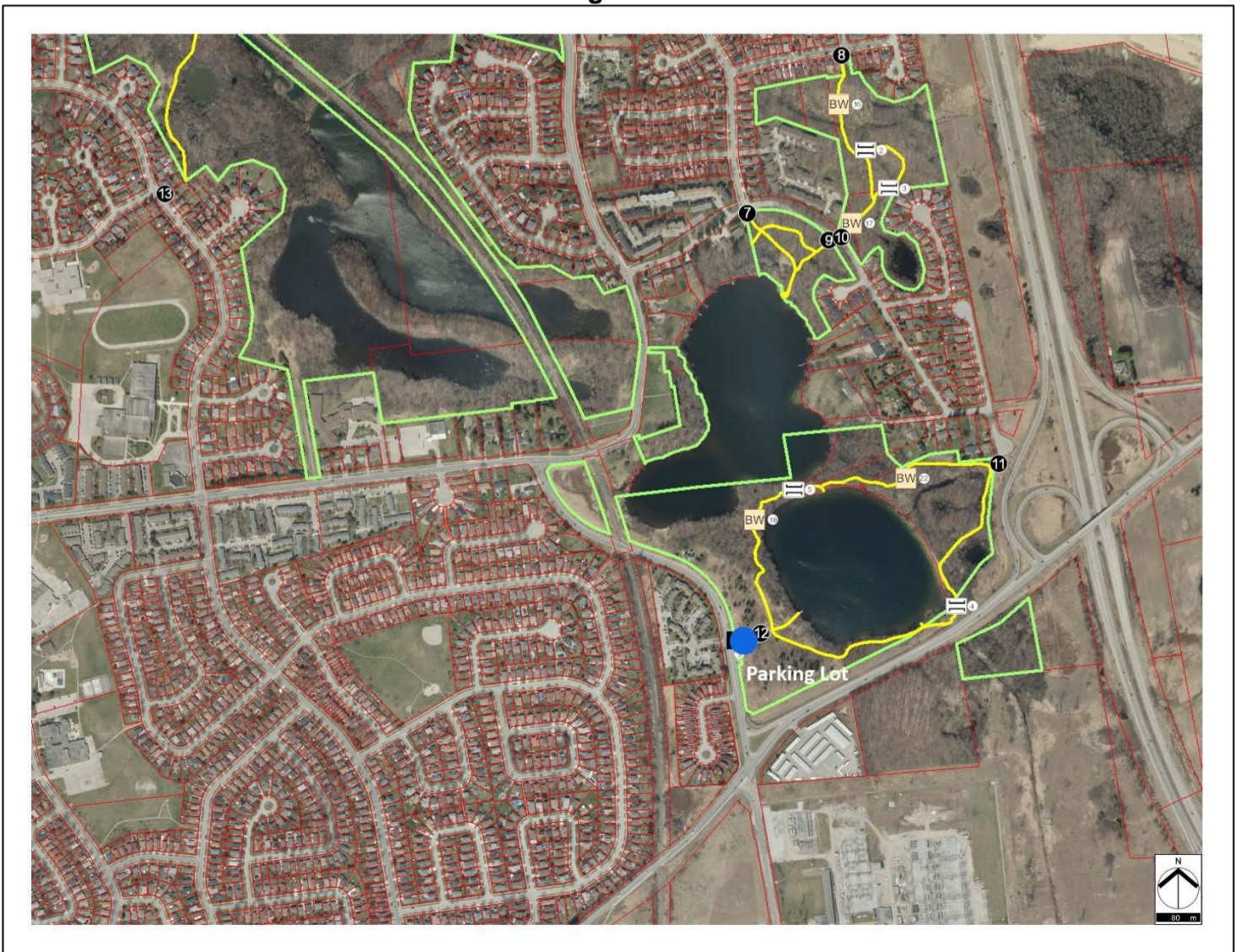
Sifton Bog ESA – Multiuse Pathway and Parking lot



Warbler Woods ESA – Multiuse Pathway



Westminster Ponds ESA – South Pond Parking Lot



Westminster Ponds ESA – Western Counties Road and Parking Lots

