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<b>TO:</b>	<b>CHAIR AND MEMBERS PLANNING &amp; ENVIRONMENT COMMITTEE</b>
<b>FROM:</b>	<b>JOHN M. FLEMING MANAGING DIRECTOR, PLANNING AND CITY PLANNER</b>
<b>SUBJECT:</b>	<b>CONTRACT RENEWAL for the MANAGEMENT OF ENVIRONMENTALLY SIGNIFICANT AREAS MEETING ON NOVEMBER 26, 2013</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director, Planning and City Planner, with the concurrence of the Deputy City Treasurer, the following actions **BE TAKEN** with respect to the renewal of the five year Agreement with the Upper Thames River Conservation Authority for the management of Environmentally Significant Areas in the City of London:

- a) approval **BE GIVEN** under Clause 2 of the existing agreement permitting an extension of the agreement for a further term and under Section 14.3 (c) of the Procurement of Goods and Services Policy to renew the 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 on December 3, 2013 to authorize the Mayor and Clerk to execute the final executed updated and revised five year Agreement with the Upper Thames River Conservation Authority for the management of Environmentally Significant Areas in the City of London, attached hereto as Appendix “A”;
- b) as per Clause 1 (c) of the Contract and to address risk management issues while protecting the environmental value of aging trees, the Tree Hazard Management Policy, attached hereto as Appendix “B”, **BE ENDORSED** for use in Environmentally Significant Areas that are subject to this Agreement, and;
- c) the on-going operating budget for this contract **BE INCLUDED** in Planning Services base budget for the years 2014 – 2018 as outlined in the contract.

It being noted, that in order to meet the proposed 2014 Operating Budget target, the value of the contract in 2014 has been reduced by 15% (\$72,000) to \$408,066.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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August 11, 2008      Report to Board of Control recommending that the City enter into a five year contractual agreement with the UTRCA to manage the City of London’s Environmentally Significant Areas.

<b>BACKGROUND</b>
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There are seven environmentally significant areas (ESA’s) 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 ESA’s account for 631 hectares of land in the form of upland forests, floodplains, wetlands, bogs, meadows etc. Due to the unique blend of skills

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required to manage natural areas, the City has had a long standing contract with the Upper Thames River Conservation Authority (UTRCA) to manage London’s ESA lands on our behalf. The cost for this service in 2013 was \$480,078.

The seven ESA's currently being managed include: Westminster Ponds/Pond Mills, Meadowlily Woods, Kains Woods, Sifton Bog, Kilally Meadows, Medway Valley Heritage Forest and Warbler Woods. The ongoing management of these areas is coordinated through an ESA Management Committee, made up of representatives from the City of London’s Environmental and Parks Planning, Parks Operations and Urban Forestry Service Areas as well as operations staff, ecologists and planning staff from the UTRCA.

**ESA MANAGEMENT ACTIVITIES and UTRCA “SOLE SOURCE” CONTRACT**

The importance of proactive, on-going management of ESA lands continues to be a priority for the City of London, EEPAC, Nature London and the general public. Both the City of London and the UTRCA have gained valuable knowledge of how to efficiently manage ESA’s since the UTRCA was formally contracted in 2002. As a reflection of this experience and increased public demand for natural areas, the City of London and the UTRCA have updated the mandate in the revised contract. General management items, as outlined in the revised contract (refer to Appendix “A”) are as follows:

1. Monitoring and enhancing the natural resources – (25% of time)
2. Enforcing applicable provincial statutes, regulations, and municipal bylaws (20%)
3. Implementing risk management, encroachment and tree hazard programs (30%)
4. Developing and maintaining trail networks and supporting infrastructure (20%)
5. Coordinating educational programs, special events and community projects (5%)

These individual mandate items are broken down and expanded upon in Schedule ‘B’ of the updated contract. In order to effectively fulfill these mandate items, over the last many years, the UTRCA has continued to broaden the professional and technical skills of their ESA Team to include the following skill bases:

- Provincial and Municipal By-law Enforcement Officers
- Forestry Technicians with specific hazard-tree assessment and chain saw qualifications
- Fish and Wildlife Technicians
- Construction Technicians, and
- Communications specialists

The team has developed this way so that they can fully manage the diverse operational needs and improve operating efficiencies in the ESA’s. For example, while building a boardwalk, the same staff can address tree hazards and educate/charge persons under the Parks and Recreation Bylaw, Conservation Authorities Act or Trespass to Property Act. While each of these tasks could be performed by individual contractors, it is the blend of these skills that make this team especially skilled and able to provide a unique service that cannot be met by any other general contractor. The UTRCA has additional professional staff who assist with this contract as needed from an ecology, communications and regulatory perspective.

In addition, through this contract, the UTRCA has been successful in the past in leveraging matching funding to hire additional staff and carry out additional works on our behalf. During the last 5 year contract, the UTRCA received an additional \$237,667 from other sources for the enhanced management of our ESAs.

**AGREEMENT CHANGES**

The UTRCA is paid by the hectare to manage ESA lands so that the City can effectively forecast budgets into the years that we anticipate acquiring new ESA lands. To reflect future

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budget targets, the overall contract amount has been reduced by 15% (approximately \$72,000) and results in a modification to the service within our ESAs. Most tasks are still being continued, but changes are noted as follows:

- With the endorsement of the new Tree Hazard Management Policy (attached as Appendix “B”), more trees that offer ecological value for wildlife can be safely retained and costs to remove these trees can be reduced. Some new costs are being incurred manage these as “wildlife trees”. This new Policy has been prepared by a consulting professional forester and is based on policies adopted by several other municipalities. The policy has been thoroughly reviewed and is supported by the City’s Risk Management Division;
- Any specific habitat restoration projects will be funded from capital budgets in the future;
- There will less time spent overall with community groups and school groups;
- Enforcement efforts will stay the same;
- A new clause has been added to provide a “cost-of-living” escalator to cover any annual salary and materials increases;
- Several clauses have been updated to suit newer wording for insurance, indemnification, and legislative compliance.

Funding for this ESA Team is provided through the Planning Services yearly Operating Budget and for 2014, the proposed budget is \$408,066. As a five-year Council approved contract, Planning’s operating budget is adjusted each year as per the contract and is included in the base budget automatically. This budget is completely separate and distinct from the Authority’s annual levy to the City for carrying out its Regulatory Services under the Conservation Authorities Act.

<b>CONCLUSION</b>
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The renewal of this contract ensures that our Environmentally Significant Areas receive the best quality management at a reasonable price by the professionals at the UTRCA. They offer a variety of services that are required to protect these environmental gems and manage the risk in providing public use.

<b>PREPARED BY:</b>	<b>CONCURRED BY:</b>
<b>A. MACPHERSON MANAGER, ENVIRONMENTAL AND PARKS PLANNING</b>	<b>M. TURNER DEPUTY CITY TREASURER</b>
<b>RECOMMENDED BY:</b>	
<b>J.M. FLEMING, MCIP, RPP MANAGING DIRECTOR, PLANNING AND CITY PLANNER</b>	

November 6, 2013  
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Appendix A – By-law and Agreement  
Appendix B – Hazard Tree Management Policy

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**APPENDIX "A"**

Bill No.  
2014

By-law No.

A By-law to approve an Agreement between the Corporation of The City of London and the Upper Thames River 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 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

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 River 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 day it is passed.

PASSED in Open Council on December 3, 2013

Joe Fontana  
Mayor

Catherine Saunders  
City Clerk

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**SCHEDULE "A"**

**THIS AGREEMENT** dated as of the 1st day of January, 2014,

**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 Conservation Area, Kilally Meadows, Medway Valley Heritage Forest, Sifton Bog, Warbler Woods, Meadowlilly Woods and Kains Woods and which for the purposes of the City's Parks and Recreation By-law 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 2<sup>nd</sup> day of July, 1976 and the 15<sup>th</sup> day of March, 2002 and the 18<sup>th</sup> day of August 2008 with respect to the creation, development and management of environmentally significant natural areas in the City of London;

**AND WHEREAS** the City and the Authority have agreed to enter into this Agreement in replacement to all previous management agreements as set out in the paragraph 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;

**AND WHEREAS** the Authority is governed by the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, and s. 21 of that Act provides that, for the purpose of accomplishing its objects, an authority has power (n) to collaborate and enter into agreements with municipal councils; and further in s. 20 that the objects of an authority are to establish and undertake, in the area over which it has jurisdiction, a program designed to further the conservation, restoration, development and management of natural resources;

**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

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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;

**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 ESA Management Committee 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 5300 hours of service per year carrying out the Management Activities; and,

(f) The Authority shall provide quarterly reports to the City in a form acceptable to the City outlining progress on all Management Activities.

2. Term of Agreement

This agreement shall be for a term of five (5) years commencing on the 1st day of January, 2014 and shall expire on the 31st day of December, 2018.

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, 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

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Authority, to the Ministry of Natural Resources 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 its regulatory 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.

(b) In the first year of the term of this Agreement, the City shall pay the Authority six hundred and forty seven dollars (\$647/ha) per hectare annually for the management of ESAs. As of January 1, 2014, the total area under management will be 631ha. 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, except as otherwise agreed by the parties.

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 the subsequent year to the City for its approval by May 30<sup>th</sup> 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. Mutual 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;

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- (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.

6. 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.

7. 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.

8. Licenses

The Authority shall have the right to license 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 license(s) shall not exceed one (1) year in duration. With respect to all licenses 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 license prior to the issuance of the same. Any fees received by the



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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.

9. Compliance

All parties shall at all times comply with all provisions of the Conservation Authorities Act 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

10. Development

In accordance with the *Conservation Authorities Act*, and for greater certainty only, the City shall comply with all regulations of the Authority concerning the placement of fill, construction of buildings, alteration of waterways for any development on any lands within the ESA's unless the written consent of the Authority shall have been first obtained.

11. Termination

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

12. 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.C-8; 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.

13. 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.

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**14. 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

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**Appendix #1**  
**ESA Management Area Maps**



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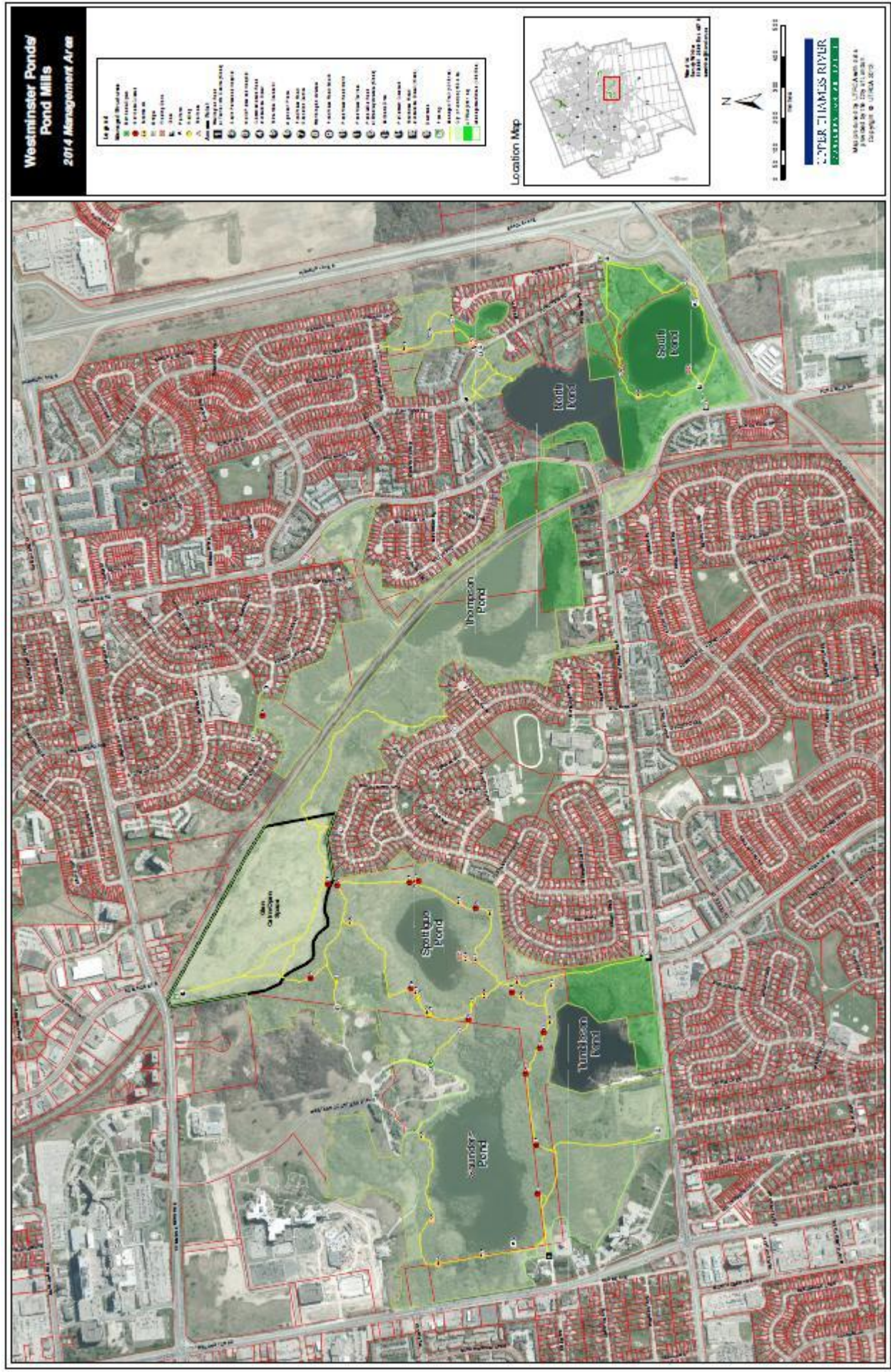


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**Appendix #2**

**Management Activities:**

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

- 1. Monitoring and enhancing the natural resource – Approximately 25% of total hours:**
  - a. Wildlife management
  - b. Invasive species control
  - c. Coordinate research initiatives
  - d. Wildlife Tree monitoring/management
  
- 2. Enforcing applicable provincial statutes, regulations, and municipal bylaws – 20%:**
  - a. City Parks and Recreation bylaws
  - b. Trespass to Property Act
  - c. Conservation Authority Act
  
- 3. Overseeing and implementing risk management and tree hazard programs – 30%:**
  - a. Tree hazard program
  - b. Private Use Encroachments on to ESA land
  - c. Annual inspection of built structures (ex. stairs, boardwalks, docks, railings etc.)
  
- 4. Developing and maintaining the areas hiking trail network and supporting infrastructure – 20%:**
  - 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 clean-up
  
- 5. Coordinating and promoting educational programs, special 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.**

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**APPENDIX "B"**

**Tree Risk Management Policy  
for Environmentally  
Significant Areas**

**The Corporation of the City  
of London**

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**1. Purpose**

It is the policy of the City of London to manage Environmentally Significant Areas to protect and enhance essential ecological processes, systems and the diverse natural capital they represent while recognizing the need to provide for worker and public safety.

***Reason for Policy***

To clarify the roles and responsibilities delegated to staff to manage tree risk in City of London Environmentally Significant Areas.

**Definitions**

In this Policy, unless a contrary intention appears;

- City Planner**           The Managing Director of Planning and City Planner at City of London Planning Division or their authorized staff or delegates
- Delegate**               means a person who has been delegated authority by a position with authority under this Policy. To carry out tree risk assessments or make hazard mitigation determinations the delegated staff must meet the requirements of a qualified person.
- Endangered Species Act**   Provincial legislation designed to protect endangered species and their habitat
- Environmentally Significant Areas**   Area of the City of London that has been identified and protected for their contribution to the representation of rare species, significant *habitats*, geological processes, cultural heritage values and biological diversity within Canada, the Province of Ontario and the City of London
- Habitat**                 A specific living space or environment that provides favourable conditions for one or more organisms
- Hazard Tree**             When the sum of the observable risk factors assessed equals or exceeds a predetermined threshold of risk
- Included Bark**         This refers to bark that has grown inside a developing branch crotch or stem union, usually causing visible cracking and a weakened structure or attachment
- Proper Form**           Tree Risk Assessment form which satisfies the documentation ‘standard of care’ included in the current TRAQ training manual or as developed/to the satisfaction of the City of London
- Protected Species**     Tree species which are protected under Federal *Species at Risk Act* and Provincial *Endangered Species Act*
- Qualified Person**     Registered Professional Forester and/or Certified Arborist by the International Society of Arboriculture (ISA), American Society of Consulting Arborists or equivalent professional association.

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- Qualified Persons must in addition be certified in tree risk assessment (TRAQ). All certification must be current and in good standing with the appropriate professional association
- Risk** The risk of damage or injury to people or facilities resulting from hazard and exposure
- Specimen Tree** Means a tree that in the opinion of the City Planner or delegate has historical significance, is of unusual character, a prominent feature of the landscape, or other unique qualities
- Species at Risk Act** Federal legislation to protect at risk species and their habitat.
- Severe Storm** An extreme weather event including but not limited to windstorm, ice storm, heavy snowfall, rainstorm; that has caused uprooting, crown damage, instability and/or catastrophic failure of trees or component parts
- Tree Risk Management Procedures Manual** Operational procedures manual developed to guide tree risk assessment and tree hazard mitigation operations in City of London Environmentally Significant Areas
- Wildlife Tree** Any large diameter (>55cm DBH) standing dead, or live tree with special characteristics that are being actively used by native wildlife, including nesting, roosting, cavity or a tree providing habitat for a critical lifecycle stage of a Species at Risk in Ontario (as defined by the Endangered Species Act, 2007; Ontario Regulation 230/08 (as amended)).

**Tree Risk Assessments**

The City Planner or delegate will inspect trees in the City of London Environmentally Significant Areas on request and in accordance with the tree inspection schedule in the Tree Risk Management Procedures Manual. All tree risk assessments will be conducted by a Qualified Person and documented in the Proper Form.

***Hazard Tree Mitigation***

Identified tree hazards will be mitigated in accordance with the procedures set out in the Tree Risk Management Procedures Manual. Wherever possible good candidate Wildlife Trees will be modified to remove the hazardous part and the remainder will be retained to provide a diversity of wildlife habitat. The tree(s) identified with the highest priority rating for hazard will be corrected first and lower priority hazards will be mitigated as soon as practical within the work schedule limits and budgetary constraints.

***Protected Species***

There are species of trees considered rare in the City of London Environmentally Significant Areas and in accordance with Species at Risk Act, Endangered Species Act and related Regulations every effort will be made to protect live trees of those species

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from unnecessary destruction or removal<sup>a</sup>. Options to mitigate hazards without necessitating whole tree removal will be evaluated thoroughly and tree removal will be considered a last resort.

***Specimen Tree***

Specimen or unique trees which have historical significance, or are of unusual character, or are a prominent feature of the landscape or in the opinion of the City Planner or Delegate have other unique qualities. Options to mitigate hazards without necessitating tree removal will be evaluated thoroughly and tree removal will be considered a last resort.

***Tree Inspection Requests***

All Tree Inspection Requests (TIR) originating from the public, outside agencies or internal City of London sources will be received and processed by the City Planner. The City Planner or Delegate will inspect the subject tree/s and record a tree risk assessment in the Proper Form. Tree inspection records will be kept by the City of London. Wildlife Trees retained during hazard tree mitigation will be monitored periodically for stability in accordance with the current Tree Risk Management Procedures manual.

***Tree Inspection Schedule***

Trees in Environmentally Significant Areas will be inspected in accordance with the Tree Risk Management Procedures Manual.

***Tree Inspection Procedures***

**Scheduled Walk-by Tree Risk Assessment**

For the purpose of conducting a scheduled tree risk assessment in ESAs the qualified Person will walk the trail systems and from the trail visually scan trees within 1.5 times the typical tree height of the trails for observable defects which present a risk of failure potential onto the trail or structure. Trees with observable failure potential defects “tree of concern” (e.g. extensive cavities, heartrot and/or rootrot conks, stem/limb cracks or partly uprooted/hung-up trees) will be subject to a detailed assessment using the Visual Tree Assessment (VTA) process per TRAQ standards and documented on the Proper Form.

**Visual Tree Assessment**

Where individual trees are identified by TIR or through the scheduled walk-by inspection process a Visual Tree Assessment (VTA) will be carried out to the current Tree Risk Assessor (TRAQ) standards by the Qualified Person. The VTA will involve a 360 degree inspection of the tree/s from ground level. No intrusive methods are used in the initial inspection, other than use of a probing device to check for stem/branch decay and a small mallet to sound the stem for decay cavities.

The Visual Tree Assessment is carried out to assess trees for risk associated with observable defects which could lead to failure under normal weather conditions.

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<sup>a</sup> Removal is defined as the cutting of the above ground portion of the tree, no trees or biomass are physically removed from ESAs, the tree debris is left on site for wildlife feeding, habitat and nutrient cycling values.

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**Physical Tree Inspection**

If the Qualified Person identifies a need for more detailed study to confirm observable defects, the Qualified Person may require a climbing inspection of defects which are not visible from ground level and or use of specialized decay detection equipment to determine sound shell wall thickness where decay is present. The root crown may also be excavated to determine the integrity of the root system.

**Hazard Mitigation Priority**

Tree/s with one or more of the following structural defects or as determined by the Qualified Person will be pruned or modified to Wildlife Trees or removed in accordance with the Tree Risk Management Procedures Manual:

**Priority 1**

- a. Trees which exhibit advanced infestation of root rot and butt/stem rot where the severity of decay present exceeds the margin of safety for the tree/species/site characteristics (insufficient shell wall thickness)
- b. Trees exhibiting significant cavity openings which in the opinion of the Qualified Person may lead to predictable failure.
- c. Trees with dead, unstable, hung up or partially failed limbs or tops.
- d. Unstable leaning and hung up trees which exhibit partial uprooting/root failure or where the whole tree has become unstable as a result of construction damage or severe storm
- e. Trees which have cracked stems (hazard beam or split trunks) or co-dominant stems below 5 metres height above grade which have become unstable and exceeds the margin of safety for the tree/species/site characteristics
- f. Standing dead trees which have been dead for more than one growing season with multiple defects including cavities, cracks, excessive decay, compromised root system and sloughing bark

For all trail types, Priority 1 hazards will be mitigated within six (6) months of the date the tree risk assessment report is completed.

**Priority 2**

Tree/s with one or more of the following defects or as determined by the Qualified Person will be pruned or modified to correct defects:

- a. Weak branch union with cracks, Included Bark and decay
- b. Root damage or decay which affects the structural root system
- c. Trees with stem girdling roots which affect the structural root system

For trail types 2 & 3, Priority 2 hazards will be mitigated within twelve (12) months of the date the tree risk assessment report is completed.



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**Priority 3**

Tree/s with one or more of the following defects or as determined by the Qualified Person will be pruned and or monitored for predictable failure potential and may be re-prioritized during future inspections to mitigate hazards:

- a. Trees that are identified as being dead for less than one growing season with fine twigs and no other significant defects
- b. Live crown damage where the top or limbs are attached and leaf out during the growing season (often caused by winter snow/ice damage)
- c. Stem or branch cracks present without decay present
- d. Weak branch unions including co-dominant stems with a U-shaped crotch and no Included Bark

For trail type 2 and 3, Priority 3 hazards will be mitigated within twelve (12) months of the date the tree risk assessment report is completed.  
 For trail type 1, Priority 2 & 3 trees will be monitored and addressed when the observable defects become Priority 1 hazards.

**Priority Rating Determination**

Where the Qualified Person assesses observable defects not included in Priority 1, 2 or 3 (outlined above) or identifies defects which fall between the Priority guidelines that render the tree a higher risk to tree failure, in accordance with TRAQ training and species failure profiles the Qualified Person will make the final decision and advise the City of London which priority rating applies.

Approval Date:		Approved by:	
Amendment Date:		Approved by:	