

**To:** David Creery, Chief Administrative Officer  
**From:** Brian Connors, Director of Parks & Recreation  
**Re:** Updated Land Management Agreement - UTRCA

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### **AIM**

To seek Council's approval to update the 2024 to 2039 Land Management Agreement with the UTRCA.

### **BACKGROUND**

The City of Woodstock and the UTRCA entered into a land management agreement in 2019 where public access was opened to the Southshore and the Northshore properties up to the private campground area around the Pittock reservoir. Water access to the reservoir itself was also made available to the public. The UTRCA was not legally able to enter a contract longer than 5 years, so the terms of the contract were structured to be four (4) – five (5) year terms consecutively commencing on January 1, 2019. The contract also has a clause where in 2023 both parties agreed to meet to further discuss the progress of the agreement and a 10-year fee schedule for 2024 – 2033 will be established.

### **COMMENTS**

The first meeting to discuss the UTRCA Land Management Agreement was held on September 14, 2023. On November 30, 2023, UTRCA put forward several proposed fee schedules, which the least expensive option would have increased the amount that the City would be paying in 2024 by \$125,570. This represents a 56% increase to \$350,000. The UTRCA rejected all City of Woodstock proposals that would pay UTRCA a flat fee and have City of Woodstock staff maintain the property.

UTRCA contends that public usage numbers have gone up significantly which is driving the increase as well as the underestimation of the expenses by the original UTRCA management team. As this was a significant increase in cost, the City requested a full breakdown of expenses. After many meetings and discussions regarding overall costing, a compromise was finally reached that led to no increase in the 2024 fees of \$224,380, followed by a one-time increase to \$250,970 plus consumer price index in 2025, and only consumer price index increases thereafter, until the end of the fee schedule in 2033.

Should Council decline the terms of this fee schedule, the next step would be to go to arbitration with the UTRCA, as outlined in the terms of the contract, which is never a sure thing. Additional negative consequences that would arise should Council decide to pursue the arbitration route would be that the UTRCA would hold up the Pavilion construction permissions and the other projects funded by significant donations. This might endanger future contributions by other donors.

If Council approves this update to the Agreement, the City will now be responsible for grass cutting and trimming and garbage pickup and removal along Rivercrest Drive and at the parking lot of 601 Rivercrest Drive. Additionally, if other larger amenities such as additional

pavilions and/or larger washroom facilities are put on site, a costing review for cleaning and supplies would be undertaken.

Through the negotiations, the City tried but was unsuccessful in getting the UTRCA to further open up the dam crossing in a significant way.

The updated Land Management Agreement is included with this report for Council's review.

**RECOMMENDATION**

That Woodstock City Council authorize the Mayor and Clerk to execute the updated UTRCA Land Management Agreement.

*Approved by: Brian Connors, Director of Parks and Recreation*

*Approved by: Amy Humphries, Deputy Chief Administrative Officer / City Clerk*

THIS AGREEMENT dated as the \_\_\_\_ day of \_\_\_\_\_, 2024,

BETWEEN:

UPPER THAMES RIVER CONSERVATION AUTHORITY

(the “Authority”)

OF THE FIRST PART:

And

THE CORPORATION OF THE CITY OF WOODSTOCK

(the “City”)

OF THE SECOND PART:

WHEREAS within the corporate limits of the City of Woodstock, in the County of Oxford, the Authority is the owner of Pittock Conservation Area Day Use Area, Pittock Dam deck crossing and South Shore of Pittock Reservoir identified in Schedule A Day Use Access Area;

AND WHEREAS through this Management Agreement, public will have free day use access to the day use access area during dawn to dusk hours to participate in permitted activities as identified in the Conservation Authority Regulations and Conservation Area Operational Policies as set out in Schedule B;

AND WHEREAS both the north and south shores of Pittock Reservoir are maintained and controlled by the Authority as flood storage and flow augmentation throughout the year;

AND WHEREAS the Authority will be responsible for the day to day management of the day use access areas including reservoir recreational activities;

AND WHEREAS the City will be financially responsible for the payment of an annual set fee for public areas and uses as set forth in this Management Agreement;

AND WHEREAS the City will be financially responsible for capital investments in day use access areas;

AND WHEREAS the parties hereto have agreed to enter into these presents upon the terms, conditions and provisions herein after set forth for the purpose of providing maintenance, repair, operation and access to the south and north shores of Pittock Reservoir.

Now therefore this Agreement Witnessed as follows:

1. Term of Agreement

This Management Agreement shall be for four (4) – five (5) year terms which may be renewed annually commencing January 1, 2019.

Parties agree to meet on or before February 1, 2023 to review the progress and process contemplated in the agreement and establish a fee schedule.

The parties agree that the fees for 2034-2038 term must be established by September 1, 2033.

The term of this Agreement may be extended or renewed providing that neither party is in default hereunder and providing further that the terms and conditions and any modifications thereto are agreed upon between the parties acting reasonably.

2. Cost of Services

The City agrees to pay the Authority for the daily management of Pittock Conservation Area Day Use Area and South Shore based on the agreed fee schedule:

Year	Management Agreement Fee
2019	\$170,000 (Year 1 – phase in)
2020	\$195,000 (Base Fee)
2021,2022, and 2023	Base Fee plus Ontario Consumer Price Index for April of previous year
2024	\$224,380
2025	\$250,970 multiplied by Ontario Consumer Price Index for April of previous year
2026-2033	Previous Years fee multiplied by Ontario Consumer Price Index for April of previous year
2034-2039	To be agreed upon by both parties by September 1, 2033 per terms of agreement (Item 1 above)

The Authority's management agreement fee for any given year shall not be less than the previous year regardless of consumer price index. The Authority will invoice the City annually by March 31st each year for the amount based on the approved fee schedule and payment will be due within 30 days of receipt of the invoice by the City.

The City and the Authority will meet annually prior to October 1st of the calendar year to discuss upcoming capital or general work plans for that year. This will include identified capital projects associated with Pittock Dam. A 5 year capital plan, subject to update, shall be shared between the two parties prior to the finalization of each interim management agreement update.

3. Management Activities

Pittock Conservation Area day use area (north shore), and south shore, as outlined in Schedule A, will be maintained to the Authority's standard that ensures the safety of users while at the same time being mindful of conservation practices and the natural environment. Schedule C outlines the operational management and tasks associated with the day to day maintenance of the areas and the responsibilities associated with each which the Authority will oversee.

4. Capital Projects

For the purpose of this agreement, capital is defined as a project that helps maintain or improve an asset. It can be new construction, expansion, renovation or a replacement project for an existing facility or facilities.

The City agrees to be financially responsible for any capital investment that exceeds \$5,000.00 as identified for the day use access area such as but not limited to hard surfaces, buildings, and barriers etc. Such projects will be identified as outlined above in Item. 2, and reviewed at the annual meeting between the City and the Authority.

All capital projects must be approved by the Authority. This will include purpose of the project, details and design, as well as scheduling for work to be completed. All applicable projects will conform to CSA Standards as well as AODA requirements or any other governing regulations. Required permits will also be shared with the Authority. The Authority will respond in writing to any concerns or questions in a timely fashion. Site visits, and public sessions may be required and will be determined by the Authority prior to making a decision. The City will not advertise proposed changes or Request for Proposals to the said properties without written approval from the Authority.

The Authority will require copies of all relevant contract documents, drawings and schematics for any capital investment for the day use access areas prior to construction. Where applicable, as built drawings shall be provided to the Authority upon project completion, and the City shall report the total cost to the City of such projects to the Authority.

Upon completion of each capital project, all capital projects will become property of the Authority. If the Authority terminates the agreement prior to the end of the term, the Authority is responsible to reimburse the City for the net book value in the Authority's records of the projects made by the City. If the City terminates the agreement prior to the end of term, the City will forfeit the values of the projects to the Authority.

Capital Projects that have been discussed and agreed by both parties:

- 2025/26 Pittock CA gatehouse building demolition – removal of front gate to be completed by the Authority shall be tied to City and Authority commitment to entrance design/upgrade and implementation (ie. new pavement, parking, entrance sign etc.) and required bridge maintenance. The City and the Authority will equally share the use and capital costs associated with maintaining the entrance road and bridge over the CPR tracks that lead to the day use parking lot and the campground. This area is identified in Schedule A of this agreement;
- 2025 – Pittock CA north shore day-use splash pad to be decommissioned and removed by the Authority as this asset is beyond its usable life cycle. Any/all costs associated with the restoration or capital improvements to the splash pad shall be assumed by the City;
- 2024 - City to install two information kiosks – north shore/south shore (City and Authority to agree on exact location) to address general inquiries and information requests;
- Dam crossing gates opened in Extended Access/season contingent on install of 3 waste management moloks, one on north shore, one on south shore (City and Authority to agree on exact location), and one molok at north shore dam crossing;

Capital upgrades and improvements may require additional staffing and/or material/services (i.e. new or enhanced pavilions and/or picnic shelters, splash pad, washroom facilities, reservoir launch facilities, trail extensions, parking lots, signage and any other improvements). Corresponding amendment to management fee to offset increase in annual operating costs to be agreed upon by both parties prior to Authority approval.

5. Natural Heritage and Natural Hazard Features

The Authority shall be responsible for the natural heritage and natural hazard features located on the said properties such as erosion control, hazard tree maintenance and drain maintenance within the day-use access areas outlined in Schedule B.

The Authority will adhere to UTRCA Hazard Tree Management Policy in place which will be used for the management of day use access areas. A copy of this policy can be found in Schedule E of this agreement.

6. Indemnity

It is agreed that the City shall not be responsible or liable to the Authority for any damages to the equipment or facilities of the Authority or for any claims, loss or damage resulting from any services performed or to be performed by the Authority under the terms of this Agreement or for any non-finance on the part of the Authority under the terms of this Agreement and the Authority agrees to indemnify the City from and in respect of any such claims, loss or damage except those claims, loss or damage brought about as a result of the actions of the City, its agents, servants and employees. It is expressly acknowledged and agreed that nothing in this Agreement shall constitute the Authority, its agents, servants or employees as agents, servants or employees of the City.

7. Insurance

Both parties agree 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 each party with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for the amount not less than five million (\$5,000,000) dollars will be carried by the Authority where the City will carry not less than fifteen million (\$15,000,000) dollars. Such policy is 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 severity of interest clauses;
- b) Automobile liability insurance for 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 each party ensures that the insurer notify the second party in writing at least thirty (30) days prior to the effective date of cancellation or expiry;
- d) Evidence that the insurance described above is in force shall be provided to both parties on commencement of the program and thereafter at least once annually prior to the renewal date of the policy.

8. Dispute Resolution Process

The parties agree to use the Dispute Resolution Process noted in Schedule "D" in order to resolve disputes.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested in this behalf by the hands of their proper officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

UPPER THAMES RIVER  
CONSERVATION AUTHORITY

THE CORPORATION OF THE  
CITY OF WOODSTOCK

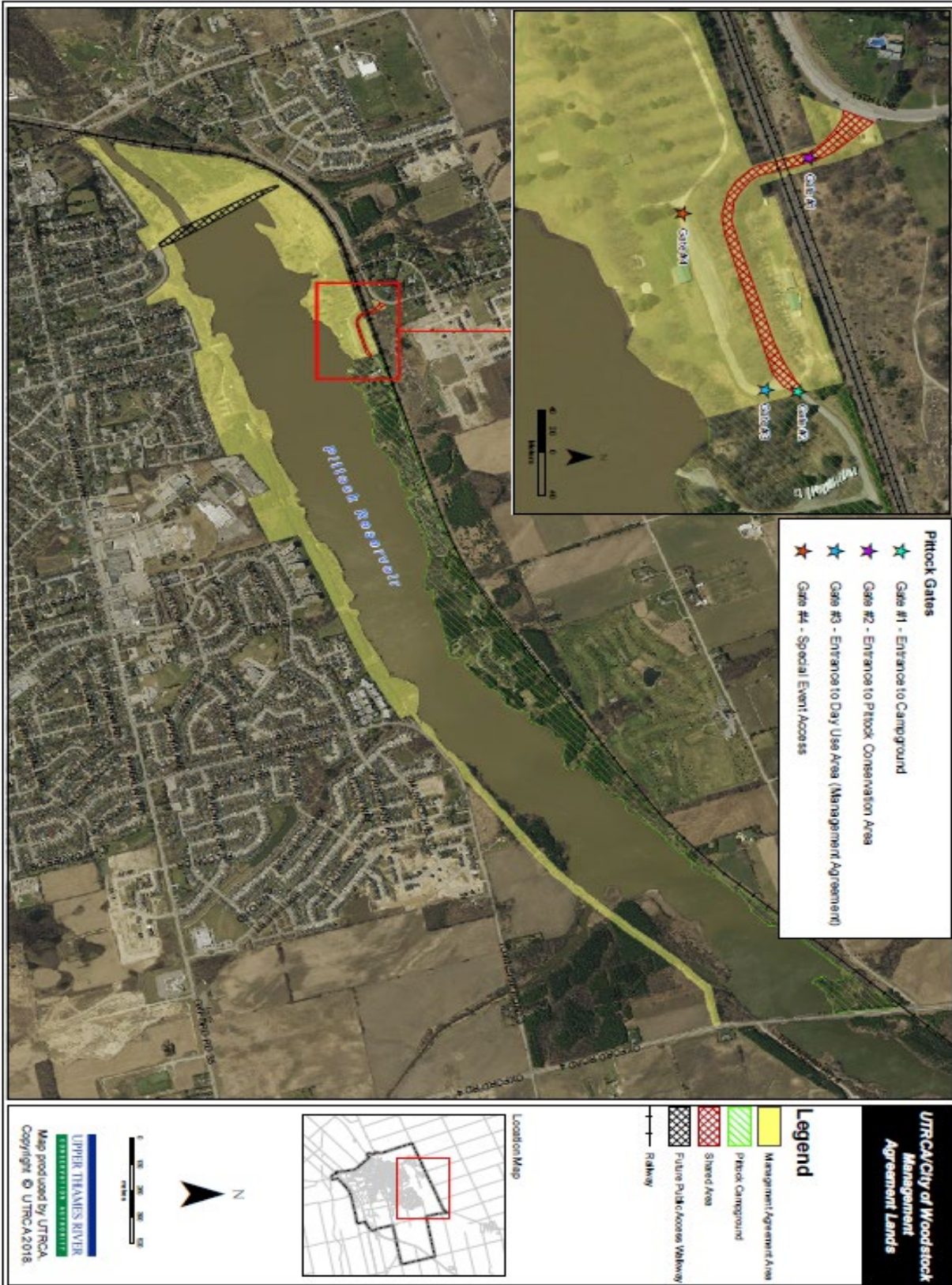
Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Schedule A Mapping of Management Areas



\*this does not include Authority workshop buildings or compound or capital assets located within the workshop compound

**Schedule B**  
**Conservation Authority Regulations and Conservation Area Day Use Operational Policies**

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**2024 Pittock Conservation Area Day Use & Facilities - Rules & Regulations**

221 Pittock Park Road, Woodstock [www.pittockconservationarea.ca](http://www.pittockconservationarea.ca)

Designated areas on the north and south shore of Pittock Reservoir are available for free public access under a Land Management Agreement between the Upper Thames River Conservation Area (UTRCA) and the City of Woodstock. Access to the campground is not permitted without valid permits.

Note: All Conservation Area (CA) rules and regulations are subject to revision or change without notice at the discretion of the Superintendent/ Designate (i.e. City sanctioned special events). Annual updates and amendments to Conservation Area Rules and Regulations will be provided to the City upon request.

**Conservation Area Activities**

1. All federal, provincial and municipal laws apply while on UTRCA properties including Pittock Conservation Area north and south shore. Contravention of these laws may result in fines and or eviction.
2. No excessive noise or disturbance permitted at any time. Generators are prohibited.
3. No excavations, alterations, additions, or modifications to CA property are permitted. Any costs incurred to repair/remove are at the expense of the person responsible. Any alterations, additions or modifications to Conservation Area property must be approved by the Superintendent/Designate and applicable regulatory bodies.
4. No person shall start or maintain a fire in the CA except in a location designated by the Superintendent/Designate. Campfires are permitted on campsites only. Removal of growth or wood of any kind is prohibited.
5. Possession or consumption of liquor is prohibited on the north and south shore in the free public access areas.
6. Cultivation of cannabis is prohibited on CA owned lands.
7. The use of drones for personal or recreational use is strictly prohibited.
8. Dogs must be on a leash and under control at all times. The leash cannot exceed 2 meters (6 feet).

**Permits & Vehicles**

9. Vehicles are permitted to park in the designated parking areas on the north and south shore of Pittock CA reservoir . There is no charge for parking in these areas.
10. Free access to the north and south shore of Pittock Reservoir Day Use Area is permitted between dawn and dusk during the operating season of the Conservation Area.
11. E-bikes and e-scooters are permitted on Conservation Area roadways only. Use of e-bikes and e-scooters that resemble mopeds, motor scooters or motorcycles are strictly prohibited on any Conservation Area trail system (hiking and multi-use) including the Pittock Dam crossing and Roth Park trail. Helmets are mandatory. Off road vehicles are prohibited on Conservation Area lands.
12. Large recreational equipment (e.g. trampolines, personal playground equipment) are not allowed on site without permission from the Superintendent/Designate.
13. Items placed in or around garbage/recycling bins become the property of the UTRCA and removal of these items is prohibited.

**Campground Access**

14. All vehicles must present a valid permit (e.g., camping permit or additional vehicle permit) in order to enter Pittock Conservation Area campground Area. Altered or improper use will void the permit. The permit owner is responsible for all associated costs for lost, stolen or seized permits.

**Environment & Conservation**

15. Visitors will make every effort to conserve energy.

16. Tap water shall be conserved to assist with water supply. Further watering restrictions may apply.

### **Watercraft & Reservoir**

17. Passive watercraft such as canoes, kayaks, rowboats and pedal boats do not require a permit. All watercraft must be Transport Canada approved. Passive watercraft can access Pittock Reservoir at designated launch areas on the north and south shore.
18. For the purpose of emergencies, there will be a gate installed by the City at the Roth Park Emergency/Fire launch area. The Woodstock Fire Department will be provided with a key for this specific lock. This gate will remain locked at all times to prevent public owned motorized water craft from launching on the south shore.
19. All power driven watercraft and sailboats require a permit in the form of a UTRCA motor/sailboat seasons pass (affixed to the watercraft) or day use watercraft permit. Such watercraft will be required to launch at a designated launch ramp within Pittock Conservation Area campground. A vehicle pass is not required to launch a power driven watercraft at Pittock CA.
20. No personal watercraft permitted (ie jet skis, seadoo) on the reservoir at any time.
21. Reservoirs are open from dawn until dusk during the Pittock Campground operating season. Operation of watercraft after dark is strictly prohibited.
22. The UTRCA reserves the right to close the reservoir to all users at any time without notice should a health and safety concern arise.

### **Pavilion Availability**

23. Pavilions located on the north and south shore of Pittock Reservoir in the day use areas are available to be reserved through the City of Woodstock Parks Department.

### **Refunds**

24. **Motorized Watercraft**  
No refund is given for motorized watercraft permits.

### **Special Events**

25. All Special Event bookings will be made through the City of Woodstock's parks department.
26. The Authority and the City require to be named as additional insured on public liability and property damage insurance in an amount not less than \$5,000,000. A copy of the insurance must be provided to the Authority and City prior to use.

NOTE: Provincial Regulations are made under the Conservation Authorities Act and are available online at [www.ontario.ca/laws/statute/90c27](http://www.ontario.ca/laws/statute/90c27) or [www.ontario.ca/laws/regulation/900136](http://www.ontario.ca/laws/regulation/900136)

NOTE: All watercraft operators must abide by regulations outlined in the Canada Shipping Act, available online at [www.tc.gc.ca/eng/acts-regulations/acts-2001c26.htm](http://www.tc.gc.ca/eng/acts-regulations/acts-2001c26.htm)



**Schedule C**  
**Operational Management and Tasks**

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The Authority shall, subject to the terms and conditions hereinafter set forth, perform all services including any maintenance, service, repair and planting which it considers necessary for the proper, efficient and effective maintenance and management of the said properties in accordance with its procedures for creating and maintaining a passive park environment in accordance with the Authority’s Strategic Plan.

Definitions

Operating Period/season: defined as the period from May 1<sup>st</sup> to October 31<sup>st</sup> annually.

**Extended Period/season (Pedestrian Access Only)**: defined as the 4-week period (April 1<sup>st</sup>-April 30<sup>th</sup>) prior to May 1 Operating Period/season where the Pittock dam crossing gates will be opened/closed daily from dawn-to-dusk by City staff to enable pedestrian access/crossing only to and from south shore Roth Park and north shore of Pittock Conservation Area Day-use. During this time, the Pittock Conservation Area entrance gate (Gate #2 as outlined in Schedule A) shall remain closed to vehicle access to the north shore Pittock Conservation Area lands.

Non-operating Period/season: defined as the period from November 1<sup>st</sup> until March 31<sup>st</sup> annually.

Operational Dates and Hours

Lands and facilities within the day-use access area will be maintained and managed for public use during the operating period. ..

The day-use access areas will be available for public use from dawn until dusk each day during the operating season. The Pittock Dam crossing will follow the same schedule. Pittock dam crossing gates will be opened/closed daily from dawn-to-dusk by City staff during the extended period/season.

Non-Maintenance Period

For the purpose of this agreement, non-maintenance period is defined as when Pittock Conservation Area campground is closed for the season and will run until the campground opens the following year. Any required maintenance during the Non-operating Period/season and/or the Extended Period/season shall be completed by City staff.

Gates

There are 4 gates that the Authority will maintain to provide/restrict access on the north shore. The City will also have keys to applicable gates pertaining to the day use for access purposes when necessary.

Locations of the gates are identified in Schedule A and are as follows:

Gate #1 – Entrance to campground

Gate #2 – Entrance to Pittock Conservation Area

Gate #3 – located at the bottom of the main road, on the right and provides access to Pittock Conservation Area day use area parking lot;

Gate #4 – located at the west end of the day use area.

All gates will remain closed during the non-maintenance period and appropriate signs will be posted with respect to “use at own risk” similar to City signs. Public wishing to use the areas during the off season will be permitted to park at the entrance to the Conservation Area (Pittock Park Road) and walk into the facilities.

In order to maintain the integrity of the roads and recognizing inclement weather may impact vehicular access, gate #3 will open by May 1<sup>st</sup> at the latest. Campground vehicle access will follow the set camping period,

Maintenance during Operating Season and Standard of Service

The Authority shall be responsible for the following activities and tasks as they pertain to the north and south shore during the operating period noted above:

<b>Item</b>	<b>Task</b>	<b>Standard of Service</b>
1.	Grass cutting and maintaining grounds	Grass cutting – every 10 days not including rain days
2.	Garbage collection and disposal	Garbage receptacles and moloks are to be changed and/or emptied regularly. Bins that reach half full mark are to be changed and spilled garbage remove
3.	Washroom facilities maintenance	Washrooms will be open, sanitized, stocked and cleaned prior to 9 am and will require extra cleaning on busy days or by request

		Facilities will be locked each night by 9 pm
4.	Picnic shelter and picnic table maintenance	Annually inspect picnic tables including documentation and repair as necessary Picnic shelters will be cleaned as part of daily maintenance
5.	Splash pad maintenance	Daily documentation of inspection and cleaning Ensure all fittings and devices are functioning properly
6.	Playground maintenance	Annual third party inspection Inspected and documented monthly Repair as necessary
7.	Risk management	Inspection and documentation of both south and north shores monthly
8.	Tree trimming and hazard tree maintenance	As per UTRCA Hazard Tree Management Policy
9.	Disc golf course maintenance	Inspection and documentation
10.	Parking lot maintenance	Cold patch pot holes as necessary
11.	Maintenance of leash free area on south shore	
12.	Day to day maintenance and annual inspections of septic systems	

#### Off Season Maintenance and Level of Service

The north and south shores, that are free access to the public, will be maintained similar to City municipal parks during the non-operating period.

Once Pittock Conservation Area campground is closed, facilities (washrooms, pavilions, water systems etc.) will not be available to the public. From April 1<sup>st</sup> until the conservation area opens and again from closing date until October 31<sup>st</sup> of each year, the Authority will install portable toilets in the day use to be used by the public. This conforms to other City parks.

Signs at the entrance to the said properties will clearly state “No winter maintenance beyond this point”.

#### Snow Removal

During the non-maintenance period, if deemed necessary, Authority staff will complete snow removal to provide access to their workplace. Snow removal for this purpose, on the north shore will start at the entrance at Pittock Park Road and down the shared main access road only.

The north shore day use parking area will not be plowed and shall be signed accordingly. There will be no snow removal by the UTRCA on the south shore and shall be signed accordingly.

There will be no snow removal on the walkway across Pittock Dam.

#### Signage

Any signs that are posted on the north and south shore day use properties will conform to Authority sign specifications. When possible, similar wording will be used as existing City signs. The sign will contain the logo of both the City and Authority demonstrating the partnership between the two agencies.

#### Security and Enforcement

The Authority shall be responsible for the security and enforcement of activities on the day use access area lands as outlined within Schedule B. lands including Pittock Reservoir.

During the operating season of the Conservation Area, enforcement staff will be on site to provide education and complete regular enforcement of the Conservation Authorities Act and Conservation Areas Regulations. Designated Provincial Offences Act (POA) officers will also be available for this role.

During the non-operating season, staffing availability is limited and therefore POA officers will be the primary staff on site completing the enforcement and education Monday thru Friday.

Conservation Area staff will work closely with the Woodstock Police Service throughout the year to address enforcement concerns.

During the winter months, staff will conduct regular property visits as part of regular property check requirements.

#### Trail Systems

The trails will be maintained by the Authority. Risk management inspections will be completed regularly, including documentation and hazards will be addressed promptly. Copies of inspections will be provided to the City. The documentation form used can be found in Schedule F.

Trail improvements or changes requested by the City must be done so in writing. The Authority will be responsible to inform the City of any trail changes and the purpose for it.

Loop Trail

The creation of a loop trail around Pittock Reservoir by the City will be a collaborative effort between the City and the Authority for any portion of trail on Authority land. Design of the trail on Authority owned lands must be approved by the Authority.

The cost of creating this loop trail will be the responsibility of the City. The Authority will be responsible for the day to day maintenance of any part of the trail that is located on Authority property. Linear trail extensions or additions will be subject to staffing capacity review as outlined in Item 4 above in the land management agreement.

Pittock Dam Pedestrian Crossing

A pedestrian walkway across the deck of Pittock Dam will be designed to ensure public safety as well as protecting the infrastructure associated with the flood control structure itself. Design of this walkway will be a collaborative effort between both the City and the Authority.

The costs associated with the development of the walkway will be the responsibility of the City. The Authority will be responsible for the day to day maintenance of the crossing during the operating period.

During the extended season/period, the dam crossing gates will be locked and unlocked dawn-to-dusk daily by City staff should the City determine to open the dam crossing early.

During the non-operating period and outside of the extended season/period, the dam crossing will be locked and gated.. The deck will not be plowed or have salt/sand applied to the decking. Appropriate signs will be posted during the off season.

Only Authority vehicles/equipment will be permitted on the crossing. Public use will be restricted to foot traffic and bicycles.

From time to time, the crossing will need to be closed by Authority so regular maintenance and capital projects pertaining to the flood control structure can be completed. These times will be planned ahead of time and communicated with the City as FYI and Authority staff will post appropriate signs to notify the public of the interruption in the crossing. In emergency situations where the crossing needs to be closed, Authority staff will post a sign immediately to notify the public.

Pittock Dam Pedestrian Crossing – Schedules

<b>Lighting ON</b>	Operating Period/season (May 1 <sup>st</sup> – October 31 <sup>st</sup> )	8pm to 11pm
	Extended Period/season (April 1 <sup>st</sup> – April 30 <sup>th</sup> )	7pm to 9pm, as needed
<b>Lighting OFF</b>	Non-operating Period/season (November 1 <sup>st</sup> – March 31 <sup>st</sup> )	Off
<b>Gates OPEN</b>	Operating Period/season (May 1 <sup>st</sup> – October 31 <sup>st</sup> )	8am to 11pm
	Extended Season/period (April 1 <sup>st</sup> – April 30 <sup>th</sup> )	8am to 9 pm (City staff required to lock/unlock daily)
<b>Gates CLOSED</b>	Non-operating Period/season (November 1 <sup>st</sup> – March 31 <sup>st</sup> )	Gates remain closed and locked

Pittock Reservoir

The Authority shall be responsible for the management of Pittock Reservoir with respect to recreational boating.

Pittock Reservoir will continue to be operated for the purpose of flood control and flow augmentation with recreation as a secondary opportunity. The Authority reserves the right to suspend all boating activities as they see fit when conditions are not deemed to be safe for the user. Proper communication methods will be determined and will include signs on both the north and south shore of the reservoir if necessary.

Small crafts including canoes, kayaks and non-motorized vessels will be permitted free access to the reservoir from both the north and south shores. These areas will be identified with appropriate signage.

Motorized vessels will only have launch access through the north shore as identified by the Conservation Area.

The Authority will provide boat patrols of the reservoir by Conservation Area staff throughout the operating season of the campground unless water levels prohibit this to be undertaken safely.

The Authority will complete risk management checks of the reservoir and documentation will be completed. This documentation will be shared with the City.

The Authority will install and maintain buoys during the operating season of the conservation area. These buoys will identify prohibited areas as well as no wake areas. At the end of the season, or if water levels dictate otherwise, the Authority will be responsible for removing the buoys.

The Authority will continue to work with the OMNRF to install fish sanctuary signs below PCA dam.

During the non-operating season, the reservoir is not accessible to the public as rescue efforts are minimal. Signs will be posted at launch areas advising the public of dangers associated during the non-operating season.

#### Parking Areas

During the operating season vehicular traffic will be permitted to park in the paved lot on the north shore. Gate #4 will prevent traffic from traveling further onto the gravel road access. Access beyond this point will be provided when deemed necessary (i.e. special events).

#### Service Road – North Shore

The existing service road will be closed off to public vehicular traffic.

#### Launch Areas and Dock Systems

The City will be required to get permission from the Authority prior to installing any launch or docking facilities on either the north or south shore of the reservoir. Permits may be required.

Such docks will need to be removed when reservoir levels dictate with the latest date being closing day of the campground. This will be the responsibility of the City.

Storage of the docks during the non-operating season will be out of the designated flood plain so there is no risk of becoming a flood hazard.

#### Swimming in the Reservoir

The waterfront areas located on the north and south shore day use areas will not be maintained or promoted as a public swimming area.

The UTRCA will continue to work with Oxford County Public Health and Emergency Services to collect water samples for the purpose of water quality studies.

The Authority will take the lead on communicating reservoir water quality issues with the City as well as users of the park if deemed necessary.

#### Drinking Water System

The drinking water system located on the north shore is identified as P4 and has been assigned Waterworks # 752000691.

The Authority will be responsible for ensuring that the potable water provided in the north shore day use area is monitored and maintained as per Ontario Regulation 319/08 – Small Drinking Water Systems as designated by the Ministry of Long Term Health Care. This includes risk assessment, dealing with adverse water samples as well as day to day maintenance.

The City can request copies of microbiological and chemical testing results as deemed necessary. In the event of an adverse water sample within this waterworks system, the Authority will notify the City and provide notice as information only.

A Permit to take Water (PTTW) is required for this system. It will be the responsibility of the Authority to monitor water usage as part of the PTTW directives and bring any usage volume issues to the attention of the City. It will be the responsibility of the Authority to renew the PTTW when required.

#### Overnight Camping and Access

There will be no camping or overnight access permitted on anywhere within the day use access area.

Camping will only be permitted within Pittock Conservation Area campground which is not part of this management agreement.

#### Rivercrest Dr. Roadway and Parking Area

The City will be responsible for the grass cutting around the guardrails and along the sides of the sidewalks. The Authority will be responsible for the brushing of trees and shrubs adjacent to the sidewalks and parking lot perimeter.

The City of Woodstock will collect and remove the garbage from the cans located in the Rivercrest Dr. parking lot and any litter within the municipal right of way.

Maintenance of the guardrails, sidewalks and parking lot will be the responsibility of the City.

#### Pavilions

The public will be required to book pavilions located on the north and south shore through the City of Woodstock Recreation Department.

The City would then be responsible for providing booking information to the Authority. Reservation signs will be posted by Authority staff on the day of the pavilion booking by 9am.

#### Special Events

The City will provide minimum 7 days notice for any special event that is planned to occur within the day use access area. The Authority will approve City special events unless there is a compelling reason not to.

All special events scheduled for the north and south shore of Pittock Conservation Area will run from dawn until dusk as per Conservation Authorities Act. Any event scheduled to run later than dusk must be approved by the Authority prior to the event.

All special events will be booked through the City of Woodstock Recreation Department including those hosted by the Authority.

Authority special event groups will work directly with the City for such bookings.

City proposed events must be approved by the Authority before confirming an event/activity with the event organizers. The Authority will provide the City with the cost of additional staffing and/or operational requirements if necessary. The City will collect such fees from event organizers and reimburse the Authority such expenses following the event.

Larger scale community events greater than 100 people will require additional staffing and material expenses. Additional staffing and materials cost will be determined by the Authority and will be provided to the City beforehand and invoiced to the community event organizer, by the City.

The Authority and the City require to be named as additional insured on public liability and property damage insurance in an amount not less than \$5,000,000. A copy of the insurance must be provided to the Authority and City prior to the event.

#### Handling Comments and Complaints from the Public

Comments/complaints from the public pertaining to the management of the said properties will be fielded by the Authority, specifically Pittock Conservation Area. If the complaint pertains to a City matter not associated with this management agreement, staff will direct the concern appropriately.

## Dispute Resolution Process

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### Negotiations

- (1) The Parties will both attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties who have Authority to settle the controversy.
- (2) The disputing Party will give the other Party written notice of the dispute. Within seven (7) calendar days after receipt of this notice, the receiving Party shall submit to the other a written response. The notice and response shall include:
  - (a) a statement of each Party's understanding of the issue(s) in dispute; and
  - (b) the name and title of the person who will represent that Party.
- (3) The notice and responses shall not exceed three (3) pages. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days of the date of the disputing Party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

### Mediation

(4) If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice, or if the party receiving the notice will not meet within seven (7) calendar days (the earlier of which is the "Submission Date"), the dispute shall be submitted to mediation in accordance with the following procedure.

#### (i) Selection of Neutral

The Parties shall have five (5) days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral"). If no Neutral has been selected within such time, the Parties agree jointly to request that their respective solicitors supply within five (5) days, a list of potential Neutrals with qualifications as specified by the Parties in the joint request. Within two (2) business days of the receipt of the list, the Parties shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve. If either Party does not rank and provide a copy of the ranking to the other Party, the Party who does rank the Neutral will be able to select the Neutral.

#### (ii) Time and Place for Mediation

In consultation with the Neutral, the Parties shall promptly designate a mutually convenient time and place for the mediation (and unless circumstances require otherwise, such time to be not later than ten (10) days after the selection of the Neutral).

#### (iii) Summary of Views

One (1) week prior to the first scheduled session of the mediation, each Party shall deliver to the Neutral and to the other Party, a concise written summary of its views on the matter in dispute, not to exceed five (5) pages.

#### (iv) Staffing at Mediation

In the mediation, each Party may be represented by Counsel. In addition, each Party may bring such additional persons as needed to respond to questions, contribute information and participate in the mediation.

#### (v) Conduct of Mediation

The Parties will attempt to resolve the dispute with the assistance of the Neutral. To this end, the Neutral is authorized to conduct both joint meetings and separate private caucuses with the Parties.

#### (vi) The Neutral's Views

Any opinions or recommendations of the Neutral shall not be binding on the Parties.

#### (vii) Termination of Procedure

The Parties agree to participate in the mediation for at least four (4) hours (unless terminated earlier by the Neutral). After that time, either of the Parties may leave the mediation at any time. The Parties agree not to take any action in relation to the dispute prior to the conclusion of a five (5) day post-mediation period that commences on the day after the conclusion of the mediation.

(viii) Fees of Neutral; Disqualification

The fees of the Neutral shall be shared equally by the Parties. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either Party with respect to the matters in dispute and any related matters.

(ix) Confidentiality

The mediation is confidential, and no stenographic, visual or audio records shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, representatives, or other invitees and by the Neutral (who will be the Parties' joint agent for the purposes of the mediation) are confidential. Any conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment in any litigation or other proceedings involving the Parties, and shall not be disclosed to anyone, not an agent, employee, expert, witness, or representation of either of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

## ARBITRATION

(1) It is the Parties' intention that any dispute between them should be settled amicably, by consultation, negotiation, and mutual agreement. If agreement cannot be obtained after good faith efforts by all Parties concerned, the Parties agree that the dispute shall be resolved by submission to final and binding arbitration in accordance with the provisions of this Article, and not by commencement of proceedings in a court of law.

(2) If a Dispute Notice, as defined in Article 11(4) has been delivered, or if there is any dispute respecting the interpretation of any provision of this Agreement or of the performance or non-performance of any act governed by this Agreement, then the matter under dispute shall be referred to arbitration utilizing the provisions of the *Arbitration Act* (Ontario).

(3) Any matter referred to arbitration shall be heard by a single arbitrator, if the Parties agree upon one.

(4) If the Parties to the arbitration cannot agree to one single arbitrator within ten (10) days from the date notice requesting arbitration is given by a Party requesting arbitration (the "First Notice Period"), each Party to the arbitration may appoint an arbitrator within ten (10) days from the expiration of the First Notice Period (the "Second Notice Period") and the 2 arbitrators appointed by the Parties shall select and appoint a third (3<sup>rd</sup>) arbitrator within ten (10) days after the expiration of the Second Notice Period (the "Third Notice Period"). Subject to Article 18(7), no arbitrators shall be appointed by any Parties to the arbitration after the expiration of the Second Notice Period.

(5) On the expiration of the Third Notice Period, the arbitrators appointed (the "Board of Arbitration") shall choose amongst themselves a person to act as "Chairperson" of the Board of Arbitration.

(6) The decision of the Board of Arbitration shall be final and binding on the Parties hereto and their respective heirs, executors, administrators and assigns.

(7) In the event that an arbitrator appointed hereunder shall refuse to act or fails to carry out his or her duties hereunder (a "Defaulting Arbitrator"):

a) if the Defaulting Arbitrator is a nominee of a Party to the arbitration, such Party may appoint a substitute arbitrator; and

b) if the Defaulting Arbitrator is a Chairperson, the remaining members of the Board of Arbitration may appoint a member of the Board of Arbitration to act as Chairperson, or may apply to a court pursuant to the provisions of the *Arbitration Act* (Ontario) to appoint an arbitrator, independent of all Parties to the arbitration or their nominees as Chairperson.

(8) Each of the Parties to the arbitration shall be entitled to submit a proposal to the Board of Arbitration respecting the matter at issue, and shall be entitled to make written representation to the Board of Arbitration regarding any matter relevant to the arbitration. Such representations shall be provided to the other Parties at the same time as they are made to the Board of Arbitration, and such other Parties shall have a right to submit within ten (10) days of receipt of such representations, written comments thereon or responses thereto to the Board of Arbitration and the other Parties.

(9) The Board of Arbitration shall have the power to require that the Parties to the arbitration shall present oral submissions to the Board of Arbitration in regard to any matter relevant to the arbitration.

(10) The Board of Arbitration may determine its own procedure subject to the terms of the submission by the Parties to the arbitration.

(11) The Board of Arbitration shall be entitled to consult with and accept the opinion of such expert or experts as it may deem advisable, and shall have unrestricted access to all books of account and records of the Corporation provided that the Board of Arbitration shall first be required to agree in writing to maintain the confidentiality of such books, records and documents.

(12) The Board of Arbitration shall make its decision within thirty (30) days of being fully constituted and shall submit a full and complete written report setting out its decision and the grounds therefore in reasonable detail, such report to be delivered to the Parties to the arbitration forthwith upon its completion.

(13) The decision of a majority of the Board of Arbitration so appointed shall be final and binding upon the Parties to the arbitration and shall not be subject to appeal except where such appeal is permitted by law.

(14) The Board of Arbitration shall have the Authority to make an award of costs against one or more Parties to the arbitration as it deems appropriate.



Schedule E  
UTRCA Hazard Tree Policy

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## UTRCA Hazard Tree Procedure – April, 2010 (Revised March, 2015)

### 1. PROCEDURE AND BACKGROUND

#### Upper Thames River Conservation Authority Procedure Statement:

The purpose of the hazard tree procedure of the Upper Thames River Conservation Authority (UTRCA) is to maintain UTRCA owned and/or managed properties in a manner that ensures public safety. The procedure identifies and assesses hazard trees using a standardized hazard tree rating system, and prioritizes them for removal according to level of risk. Each tree will be visually inspected using ground inspection only. If UTRCA staff cannot remove the branch from the ground or remove the entire tree, the supervisor of the active/passive-use area will determine if a certified external contractor will be hired to remove the hazard. The annual review of this hazard tree procedure will be initiated by the Coordinator of Lands and Facilities.

#### 1.1 Background Information/Definitions:

“Identifiable Target” is a location or structure on UTRCA owned/managed lands where public access is permitted by the UTRCA, including but **not limited to**: a managed trail, parking lot, road, building, campground, campsite, residence, kiosk, boardwalk, etc.

“Hazard Tree” for the purpose of this procedure is separated into two groups as defined below. It is imperative to be aware that all trees adjacent to an identifiable target have a certain amount of risk associated with them, and could suffer structural failure under certain conditions. Hazard trees are managed based on their location in either Active Use Areas or Passive Use Areas. Healthy trees that block views, vistas, and aesthetic concerns are **NOT** considered hazard trees under this policy/guideline.

#### Special Consideration

- Due to the significance of many properties owned and managed by the UTRCA, trees will be **not** be assessed and removed from “conservation land” or “wetland” as identified in the Conservation Land Act R.S.O. 1990, c. C.28, **unless** the tree impacts an identifiable target within that management area.

#### Hazard Tree Type I (Dead)

- 100% dead, **and**
- Located at a distance equal to or less than the height of the tree away from an identifiable target, **and**
- Structural failure could lead to loss of life and/or property damage.

**All hazard trees that meet the above characteristics will be removed.**

#### Hazard Tree Type II (Alive)

- May be alive or partially alive, **and**
- Located at a distance equal to or less than the height of the tree away from an identifiable target, **and**
- Has a structural fault/defect (e.g. dead, broken or hung up branches, spring poles, major root rot, partially uprooted tree, major insect or disease infestation, etc.) that could lead to structural failure.

The removal of hazard trees that exhibit the above characteristics will be determined by the rating system for alive or partially alive trees, listed in Section 2.3. The rating system is intended to be a monitoring guideline. Hazard trees with a rating below 13 total points will be monitored and removed at the discretion of the inspector.

#### 1.2 UTRCA Hazard Tree Inspector Qualifications

- Experience in a related field an asset
- Dendrology skills and experience
- Handheld GPS knowledge/capability
- Understanding of UTRCA Hazard Tree Procedure

## **2. HAZARD TREE MANAGEMENT PROCEDURE**

### **2.1 Target Management Area – Hazard Tree Identification and Due Diligence**

#### **ACTIVE USE AREAS**

An active use area is one that is frequently used by the general public, clients and/or UTRCA staff. The UTRCA permits public access and promotes the area as a recreation area, natural area or otherwise managed area. In most cases the user is required to provide a fee or some other exchange of funds to the UTRCA, or municipality as a user fee or rental fee. In return, users can expect the UTRCA has provided a reasonable level of due diligence to prevent unexpected injury. Refer to the Special Considerations paragraph under section 1.1 of this document.

#### **Conservation Areas (with campgrounds, day-use areas, cottages and clubs or associations)**

Active Use Areas (Owned/Managed by the UTRCA)

- Fanshawe Conservation Area (includes 56 cottage lots, interior trails, yacht club, rowing club and designated educational areas)
- Pittock Conservation Area (includes interior trails, yacht club, rotary club);
- Wildwood Conservation Area (includes 24 cottage lots, interior trails, sailing club, scout club, and designated educational areas).

#### **Rural Day Use Conservation Areas**

Active Use Areas (Owned by the UTRCA & Managed by Service Clubs or Community Groups through Agreements)

- Embro Conservation Area
- Harmony Conservation Area
- Harrington Conservation Area
- Shakespeare Conservation Area

UTRCA is responsible for implementing the hazard tree program on the above properties.

#### **Natural Conservation Area**

Active Use Area (Owned by the UTRCA and Managed by the UTRCA)

- Beachville Tract - located north-west and adjacent to Beachville – Limestone Conservation Area, on the North side of the Thames River.

#### **UTRCA House Rental Properties**

Active Use Areas (Owned/Managed by the UTRCA – leased to private citizens)

Municipality of West Perth:

- 5225 Line 16 (Watson)
- 5228 Line 16 (Brown)
- 2492 Road 137 (Crinklaw)
- 5226 A & B Line 16 (Skolly)

Township of Perth South:

- 2346 Road 137 (Simpson)
- 2288 Road 137 (G. Wood)
- 2248 Road 137 (S. Wood)
- 2528 Road 137 (Dunsford)
- 983115 Wildwood Road (Lang)

#### **2.1.1 Active Use Area Hazard Tree Inspection and Documentation**

All active use areas listed in section 2.1 above, except for Rural Conservation Areas managed by Municipalities (see below), will be inspected by UTRCA staff annually for hazard trees. Only areas authorized for public use will be inspected. A hazard tree inspector may use a hand held Global Positioning System (GPS) unit to document the precise location of each hazard tree. Each tree is assigned a number and documented by entering specific characteristics and features into the GPS data dictionary, which is transferred to a computer file. Geographic Information System (GIS) software may be used to generate maps and documents from the GPS data information for accurate administration of the hazard tree program.

#### **2.1.2 Active Use Area Hazard Tree Removal**

Maps generated from the hazard tree inspection program may be used throughout the year to locate certain target areas and track removal progress. When a hazard tree is removed, the tree is marked as

completed in the hazard tree document. All hazard trees (or the hazardous portion thereof) marked for removal must be removed within one (1) year of being identified as a hazard. Staff will concentrate on the most extreme hazard trees initially and work throughout the year according to priority (see 2.3 Hazard Tree Rating System). Trees marked to be monitored may remain standing for longer than one (1) year for further assessment.

### **Rural Day Use Conservation Areas**

Active Use Areas (Owned by the UTRCA & Managed by Municipalities)

The municipalities have the ability to manage the hazard trees on the following four properties as part of their agreement with the UTRCA:

- Fullarton Conservation Area
- Beachville - Limestone Conservation Area
- Dorchester Conservation Area
- Dorchester Mill Pond Conservation Area

## **2.2 Target Management Area – Hazard Tree Identification and Due Diligence**

### **PASSIVE USE AREAS**

Passive use areas are not promoted as intensive use recreational areas. The uses for these areas are typically not actively supervised by the UTRCA. Refer to the Special Considerations paragraph under section 1.1 of this document.

### **Passive Use Areas Owned/Managed by the UTRCA**

#### **Hunting and/or Natural Access Areas**

- Ellice Swamp (Rail trail)

#### **2.2.1 Passive Use Area Hazard Tree Inspection and Documentation**

All passive use areas listed above will be inspected by UTRCA staff every three (3) years. Only areas authorized for public use will be inspected. If the hazard tree cannot be removed at the time of inspection, the hazard tree inspector may use a hand held Global Positioning System (GPS) unit to document the precise location of each hazard tree. Each tree is assigned a number and documented by entering specific characteristics and features into the GPS data dictionary, which is then transferred to a computer file. Geographic Information System (GIS) software may be used to generate maps and documents from the GPS data information for accurate administration of the hazard tree program.

#### **2.2.2 Passive Use Area Hazard Tree Removal**

Maps may be generated from the hazard tree inspection program and used throughout the year to locate certain target areas and track removal progress. When a hazard tree is removed, the tree is marked as completed in the hazard tree document. All hazard trees (or the hazardous portion thereof) marked for removal must be removed within one (1) year of being identified as a hazard. Staff will concentrate on the most extreme hazard trees initially and work throughout the year according to priority. Trees marked to be monitored may remain standing for longer than one (1) year for further assessment. Inspectors will use the hazard tree rating system 2.3 (tables 1-5) however the inspector may choose to by-pass the rating system and remove the hazard at the time of identification, if the potential risk in relation to the re-inspection frequency is too great\*\*.

### **2.3 Hazard Tree Rating System (Active/Passive Use Areas) – Alive Trees**

Each hazard tree is assessed in four categories: Tree Defect Rating, Size Rating, Identifiable Target Rating and Species Rating. Points are assigned in these categories and the resulting hazard tree rating determines the level of hazard, action required, and priority for action.

The goals of the hazard tree rating system are:

- Assess whether a tree that exhibits characteristics for potential structural failure is actually a hazard.
- Prioritize hazard trees and develop a timeline for complete or partial removal.
- Maintain comprehensive documentation to ensure all trimming or complete tree removal is essential.

This hazard tree rating system accommodates the diversity of land usage, tree species and number of trees per hectare found on UTRCA owned/managed lands.

### Tree Defect Rating

This hazard rating component (Table 1) is perhaps the most critical in determining the severity of the hazard. In most cases, structural failure is attributed to more than one defect; however, severe cases can occur where a single defect is considered hazardous.

**Table 1. Hazard Tree Defect Ratings**

Points	Defect Rating Comments
1	Evidence of minor defects.
2	Tree may have minor structural defects but none of immediate concern. Monitor tree for future assessment
3	Tree has one or more moderate structural defects. Monitor tree for future assessment.
4	Tree has a minimum of one major structural defect and/or multiple moderate structural defects. Monitor tree regularly until removal.

### Size Rating

The inspector must look at the size of the entire tree or of the faulty portion of the tree in order to determine which hazard tree will be given priority for removal. Generally but not always, a greater chance for damage is present the larger the hazard tree is (Table 2).

**Table 2. Hazard Tree Size Ratings**

Points	Size Rating	Comments
1	Small Hazard	=/< 25 cm diameter
2	Medium Hazard	26 cm – 55 cm diameter
3	Large Hazard	56 + cm diameter

### Identifiable Target Rating

A tree is a hazard if, upon structural failure, the tree will contact an identifiable target. Each target is assessed based on the intensity of use it receives. Identifying the target and its usage (Table 3) is critical in determining priority for removal.

**Table 3. Hazard Tree Identifiable Target Ratings**

Points	Identifiable Target Rating	Comments
1	Occasional use	Areas with irregular use including remote tertiary trails, etc.
2	Moderate use	Areas of active use including most secondary trails, picnic areas, open recreation areas, etc.
3	Heavy use	Areas with regular use including parking areas, main access points, campsites, playgrounds, main trails, dwellings, roadways, etc.

### Species Rating

Certain tree species exhibit characteristics that contribute to the probability of structural failure. A species' potential for failure is indicated by its growth patterns, habitat, wood hardness, growth rate, root system, and susceptibility to insect and disease infestation. Trees identified but not in Table 4 will be given a rating based on the known characteristics of that tree.

**Table 4. Hazard Tree Species Failure Ratings**

Points	Failure Rate	Comments	Tree Species
1	Low	The species is rarely known to fail under normal environmental conditions. Structure, wood hardness and branching have consistently good quality attributes.	American Beech Apple (all species) Black Walnut Bur Oak Hawthorne (all species) Hop-Hornbeam (Ironwood & Blue Beech) Red/Black Oak Sugar/Black Maple Sycamore/London Plane Tree White Oak Larch/Tamarack

2	Medium	Structural failure is rare under normal conditions; however, certain conditions render this species more prone to failure based on selected attributes. The structure, wood hardness and branching attributes are considered to be average. Insect and disease are more prevalent and have a greater negative impact on overall structural integrity.	Butternut Cherry (Black, Sweet, Choke, Pin) Eastern Hemlock Elm (all species) Green/Red Ash Hackberry Mountain Ash Norway Maple Red Maple Shagbark Hickory Silver/Freeman Maple White Ash White Birch White Pine Yellow Birch
3	High	It is common for this species to fail under normal environmental conditions and most insect and disease infestations are detrimental. Structure, wood hardness and branching are generally poor attributes.	Basswood/Linden Bitternut Hickory Black Locust Manitoba Maple Norway Spruce Poplar (all species) Red Pine Scots Pine White Spruce Willow (all species)

### Ratings Summary

Points are combined from the four categories above and the tree is given a hazard tree priority rating. Removal schedule refers to the time between inspection date and removal date.

**Table 5. Hazard Tree Ratings Summary**

Total Points	Hazard Level	Priority Rating	Re-inspection Schedule		Removal Schedule	
			Active Use	Passive Use	Active Use	Passive Use
13 or dead	Extreme hazard	High	N/A	N/A	As soon as reasonable	As soon as reasonable
11 - 12	Moderate hazard	Moderate	12 months	12 months	If hazard rating increases to extreme	If hazard rating increases to extreme**
9 - 10	Low hazard	Low	12 months	12 months	If hazard rating increases to extreme	If hazard rating increases to extreme**
8 or less	Below risk threshold	Least	24 months	24 months	If hazard rating increases to moderate	If hazard rating increases to moderate**

\*\* refer to last line in section 2.2.2

Note: use removal schedule in table 5 above (max. up to 1 year from inspection/re-inspection date).




**Hazard Class Legend:** Class A Hazard (Major): A condition or practice likely to cause permanent disability, loss of life or body part, and/or extensive loss of structure, equipment or material.  
 Class B Hazard (Serious): A condition or practice likely to cause serious injury resulting in temporary disability or property damage that is disruptive but non-extensive.  
 Class C Hazard (Minor): A condition or practice likely to cause minor, non-disabling injury or illness or non-disruptive property damage.

**Original for Action(s) to:**

**File copies indicating Actions taken to:**

**Site Supervisor**

**Manager/Coordinator**