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# Executive Committee Meeting

October 6, 2022

KCCA Administration Centre

1:00 p.m.

## **Audio/Video Recording Notice**

*“Board members, staff, guests and members of the public are reminded that the Full Authority Board/Committee meeting is being recorded, and will be posted to the Authority’s web site along with the official written minutes. As such, comments and opinions expressed may be published and any comments expressed by individual Board members, guests and the general public are their own, and do not, represent the opinions or comments of the Full Authority and/or the KCCA Board of Directors.*

*The recorded video of the Full Authority meeting is not considered the official record of that meeting. The official record of the Full Authority meeting shall consist solely of the Minutes approved by the Full Authority.”*

## **Introductions and Declarations of Pecuniary Interest**

### **Open Session**

- a) Kirk Cousins Management Agreement.....2

### **Closed Session - Confidential**

- a) Personnel Matter
- b) Security of Property

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TO: Board of Directors  
FROM: Joe Gordon  
Date: October 6, 2022  
Subject: Kirk Cousins Management Agreement



**Recommendation:** **That the management agreement renewal for the Kirk Cousins Management Area with the London District Catholic School Board be executed; and**

**Further, that staff prepare and execute a similar renewal agreement with Corus Entertainment.**

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**PURPOSE:**

To present and approve a renewal management agreement with the London District Catholic School Board for the use and management of a portion of the Kirk Cousins Management Area.

**SUMMARY:**

- KCCA has existing management agreements with the London District Catholic School Board (LDCSB) and Corus Entertainment for the Kirk Cousins Management Area which includes lands owned by each party.
- The Management Agreements have expired and staff have initiated renewal discussions with both parties.
- LDCSB is eager to execute the renewal agreement as soon as possible whereas it will be a longer process with Corus Entertainment due to their internal review processes.
- Attached is an updated agreement for LDCSB recognizing an expiry date of December 31, 2025 with automatic renewal for another 5 year term subject to notification conditions.
- The CA Act allows for a maximum term of 5 years for Conservation Authority agreements and staff try to maintain terms of agreement within 5 year increments.
- Representatives of LCDSB are satisfied with the current draft.

THIS AGREEMENT made in quadruplicate this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to the Conservation Authorities Act, R.S.O. 1990, c.27, as amended (herein called “the Act”).

**KETTLE CREEK CONSERVATION AUTHORITY**  
(hereinafter called “the Authority”)

- and -

**THE LONDON DISTRICT CATHOLIC SCHOOL BOARD**  
(hereinafter called “the LDCSB”)

WHEREAS the Authority is a Conservation Authority incorporated under the Act.

AND WHEREAS subsection 21(1)(g) of the Act grants the power to the Authority to enter into agreements with owners of private lands to facilitate the due carrying out of any project, for the purpose of accomplishing the Authority’s objects.

AND WHEREAS the Authority has undertaken a Master Development Plan for the area known as the Kirk-Cousins Management Area as outlined in Schedule “B” attached hereto.

AND WHEREAS the goal of the Authority for the Kirk-Cousins Management Area is to conserve for water management purposes a natural source and water detention area of Kettle Creek, and to provide a comprehensive resource management program incorporating wetland and forest management.

AND WHEREAS the Landowner is the owner of certain lands identified as Parcel C on Schedule “A” attached hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Authority to the Landowner, (the receipt whereof is hereby acknowledged), and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The LDCSB represents that it is the registered owner in fee simple of the lands designated as Parcel C on Schedule ‘A’ attached hereto and that it has the powers to enter into this Agreement, free from all other encumbrances and liens.
2. The LDCSB agrees to allow the Authority to enter upon, to use and to improve the lands designated as Parcel C on Schedule ‘A’ (the said lands being hereinafter referred to as “the subject lands”) for the goals, purposes and objectives as set out in the Master Development Plan for Westminster Township Management Area, completed in May of 1986. The LDCSB acknowledges that a copy of the said Plan has been delivered to them by the Authority.
3. The Authority covenants and agrees with the LDCSB that no act undertaken by it, pursuant to Clause 2 above, shall interfere with the use of Parcel C for the educational purposes of the LDCSB.

4. The Authority covenants and agrees that it shall not without prior consultation with and the prior approval in writing of the LDCSB:
  - i. erect any works or structures or create reservoirs by the construction of dams or otherwise;
  - ii. alter the grading of the subject lands;
  - iii. alter on the subject lands the course of any river, brook, stream or watercourse, and divert or alter, as well as temporarily or permanently, the course of any river, stream, road, street or way, or raise or sink its level;
  - iv. divert or alter the position of any water pipe, gas pipe, sewer, drain or any telegraph, telephone or electric wire or pole;
  - v. erect, or permit to be erected, on the subject lands, any buildings, booths or facilities;
  - vi. undertake any other construction on the subject lands;
  - vii. plant or produce any trees, shrubs or vegetation on the subject lands.

If the Authority should do any of the foregoing without the prior written approval of the LDCSB, then within fifteen (15) days after written notice is given by the LDCSB to the Authority, the Authority shall, at its own expense, return the area so affected to the same condition it was prior to such unauthorized acts. The LDCSB agrees that it shall not unreasonably withhold its consent to allow the Authority to carry out the goals of the Authority for the Management Area.

5. The Authority covenants and agrees that, following consultation with the LDCSB, it shall post signs in the Management Area, using wording acceptable to the LDCSB, advising members of the public who may be in the Management Area that the lands set out in Parcel C are owned by the LDCSB, and that the LDCSB has the authority to terminate without notice any activity which interferes with the use of the lands designated as Parcel C by the LDCSB for educational purposes, in conjunction with other lands now owned by the LDCSB.
6. The Authority covenants and agrees that it shall indemnify and save the LDCSB harmless from any and all claims for damage, expenses or costs occasioned by the LDCSB as a result of any act, or failure to perform any act by the Authority, its employees, agents, servants or assigns, or as a result of the presence of any person on the property of the LDCSB which presence is connected with the use or management of the subject lands by the Authority.
7. The Authority covenants that it has entered into, and shall maintain for the term of this Agreement, an insurance policy with public liability coverage, which includes the subject lands. The Authority covenants that it shall deliver to the LDCSB a copy of the policy of insurance for examination by the LDCSB.

8. The Parties agree that the LDCSB, its employees, agents or assigns and students, shall be provided access to and egress from the subject lands at any or all times without notice to the Authority. Any and all damage to the vegetation, contours of the subject lands, and water systems on the subject lands, resulting from use by the Authority of its right to access, shall be the responsibility of the Authority.

9. Term/Renewal

- a) Unless otherwise terminated or renewed as provided for herein, the term of this Agreement shall commence end on December 31, 2025.
- b) If not in default by any Party hereto, the within Agreement may be renewed for one (1) additional term of five (5) years, commencing on January 1, 2026 and ending on December 31, 2030, provided that:
  - i. All Parties hereto, or any successor thereof, shall agree to such renewal;
  - ii. Any proposed renewal term may be terminated by any one Party hereto through rejection of proposed renewal terms;
  - iii. Any Party proposing a renewal term shall deliver a Notice of intended Renewal to the other Parties hereto no later than November 15, 2025, in response to which, within thirty (30) days of receipt of such Notice, the other Parties shall individually deliver a Notice of Acceptance of Renewal or, alternatively, a Notice of Refusal of Renewal to the initiating Party, failing which it will be deemed that the recipient Parties accept the proposed renewal;
  - iv. In the event that both Parties responding to a Notice of Intended Renewal shall deliver a Notice of Acceptance of Renewal or it is deemed that such party shall accept such renewal, then this Agreement shall be renewed for the term set forth above;
  - v. In the event that either Party responding to a Notice of Intended Renewal shall deliver a Notice of Refusal of Renewal then this Agreement shall be at an end on December 31, 2025.

10. In the event that during the term of this Agreement, or any renewal thereof, this Agreement shall cause substantial interference with the use of the lands by the LDCSB for its educational purposes, the LDCSB may, in its sole discretion, by written notice to the Authority, terminate the provisions of this Agreement. The Authority shall, within Thirty (30) Days after receipt of notice and upon the specific request of the LDCSB, remove such of its materials and improvements as is possible without undue damage to the subject lands and without recourse against the LDCSB.

11. This Agreement shall enure for the benefit of, and be binding upon, the Parties hereto, and their respective successors and assigns, respectively.

IN WITNESS WHEREOF the Parties have hereto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

KETTLE CREEK CONSERVATION AUTHORITY

Per. \_\_\_\_\_

Per. \_\_\_\_\_

THE LONDON DISTRICT CATHOLIC SCHOOL BOARD

Per. \_\_\_\_\_

Per. \_\_\_\_\_