

MEMORANDUM OF UNDERSTANDING

Forest Management Services United Counties of Stormont, Dundas and Glengarry Forests

This Memorandum of Understanding made on the ____ day of _____ in the year 2021,

BETWEEN

UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY
(hereinafter the "County")

- and -

SOUTH NATION RIVER CONSERVATION AUTHORITY
(hereinafter "SNC")

WHEREAS SNC and the County have enjoyed an on-going partnership for management of the County Forest, the County Roadside Tree Program, and the Woodlot Advisory Service;

AND WHEREAS The County has ongoing need for forest management services;

AND WHEREAS SNC has the staff and expertise to carry out forestry management services;

AND WHEREAS the County wishes to continue the SNC partnership and has approved sufficient funds to carry out the work;

NOW THEREFORE the Parties agree as follows:

Entire MOU

1. This MOU, together with:

Schedule "A" - Roles and Responsibilities

constitutes the entire agreement between the parties with respect to the subject matter contained in the MOU and supersedes all prior oral or written representations and agreements.

Interpretation and Definitions

2.1 For the purposes of interpretation:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;

- c) the headings do not form part of the MOU; they are for reference only and shall not affect the interpretation of the MOU;
- d) any reference to dollars or currency shall be in Canadian dollars and exclude Harmonized Sales Tax; and
- e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

2.2 In this MOU:

“Forest” means forested properties owned by the County;

“Parties” means the County and SNC.

“Party” means either the County or SNC.

“Projects” means the undertakings described in Schedule ‘A’.

Purpose

3. The purpose of this MOU is:

- a) to establish a partnership between the County and SNC to work together to ensure the Forest and the Roadside Tree Program are managed sustainably;
- b) to establish a partnership between the County and SNC to work together to provide a Woodlot Advisory Service to woodlot owners within the County; and
- c) to clearly establish roles and responsibilities to ensure accountability.

Goals

4. The partnership’s goals are:

- a) to ensure the Forest is managed in a sustainable manner consistent with the Principles, Policy and Procedures of the Eastern Ontario Model Forest - Forest Stewardship Certification Certificate RA_FM/COC000-232;
- b) to ensure that the needs of the community are considered in the management of the Forest;
- c) to ensure the long-term ecological viability of the Forest;
- d) to manage and operate the Forest in a cost-effective manner such that the Forest Revenue Fund supports and provides opportunities for investment in the Forest. And further, that any and all future revenues derived from the forest operations be directed back to the Forest Reserve Fund; and
- e) to support the County in its efforts to plant and maintain trees in appropriate locations within the County Road rights-of-way.

Representations, warranties, and covenants

5. SNC represents, warrants, and covenants that:
- a) it is, and shall continue to be, a validly existing legal entity with full power to fulfill its obligations under the MOU; and
 - b) it shall have on staff – or retain for the duration of this MOU – qualified professionals to undertake the requirements of the MOU.

Term

6. The term of the MOU shall commence on January 1, 2022 and expire on December 31, 2026.

Budget

- 7.1 The County is responsible for contributing all funds necessary for the Projects.
- 7.2 The cost for the provision of management services for the Projects shall be established annually within the County budgeting process.

Payment

- 8.1 SNC shall invoice the County bi-annually.
- 8.2 The County shall pay all invoices within fourteen (14) days of receipt.

Insurance

- 9.1 Each party, at their own expense, shall maintain insurance requirements for the duration of the MOU as noted below:
- a) Commercial General Liability issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this MOU. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; Employers Liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the [the County/ SNC] as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the [the County / SNC].

- b) Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.
 - c) Environmental Impairment Liability with a limit of not less than \$2,000,000 per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is issued on a claims made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this MOU.
- 9.2 Each party shall, upon request, provide the other party with a certificate of insurance evidencing the above noted coverage including a 30-day notice of cancellation.
- 9.3 Each party shall be responsible for the physical damage to their equipment used in providing services as outlined in the MOU. Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured.
- 9.4 Each party shall, upon request, provide evidence of WSIB or its equivalent.

Indemnity

10. Each party hereto agrees to indemnify and save harmless the other (including the other's employees, agents, directors, councillors, officers, and executives) from any and all claims, demands, losses, charges, liabilities, actions, causes of action and any other proceedings of any nature made or brought against, suffered or imposed upon the Parties or their property in respect of any loss, damage, injury or death to any person or property directly or indirectly arising of, resulting from or sustained in relation to work arising out of or allegedly attributable to the negligence, acts, errors, and omissions performed in accordance with this MOU. The obligations set out in this clause shall survive the expiration or termination of this MOU.

Force majeure

- 11.1 SNC shall not be considered in default in performance of their obligations under the MOU to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be cause beyond the control of SNC which it could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, pandemics, compliance with regulations or orders of any government, and acts of war (declared or undeclared) provided such cause could not have been reasonably foreseen and guarded against.
- 11.2 The Parties acknowledge the 2020-2021 COVID-19 pandemic may cause, among other things, Provincial or Federal orders, laws, or declarations of emergency that delay or make performance impossible in accordance with the terms of this MOU. For greater certainty, the Parties shall not be considered in default in performance of their

obligations under the MOU to the extent that the performance of such obligations are delayed, hindered, or prevented by the 2020-2021 COVID-19 pandemic.

Termination

12. Either Party may terminate this MOU by providing a minimum six months written notice to the other Party. Upon a termination notice being given, SNC shall be entitled to costs reasonably and properly incurred in performance of this MOU within fourteen (14) days of termination.

Notice

13. Any notice, information, or document required under this MOU shall be deemed given if hand-delivered or sent via email or post. Any notice delivered, sent by email shall be deemed to have been received on the next working day after it is sent. Any notice that is mailed via post shall be deemed to have been received five (5) working days after being mailed.

Notice shall be addressed to the following:

To the County: United Counties of Stormont, Dundas and Glengarry
26 Pitt St,
Cornwall, ON K6J 3P2
Attention: Ben de Haan

To SNC: South Nation River Conservation Authority
38 Victoria Street,
Finch, ON K0C 1K0
Attention: Team Lead, Property

Severability of provisions

14. The invalidity or unenforceability of any provision of the MOU shall not affect the validity or enforceability of any other provision of the MOU. Any invalid or unenforceable provision shall be deemed to be severed.

Counterparts

15. The MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Amendments

16. The MOU may only be amended by a written MOU duly executed by the Parties.

Assignment

17. SNC shall not assign any of its rights or obligations under the MOU without the prior written consent of the County. Except as expressly provided in the MOU, all rights and obligations contained in the MOU shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

Governing law

18. This MOU shall be governed by the laws of the Province of Ontario. The County and SNC agree that the venue for any litigation shall be Ottawa, Ontario.

[signature page follows]

SIGNED

THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

Carma Williams
Warden, United Counties of SDG

Date

Kimberley Casselman
Clerk, United Counties of SDG

Date

I have authority to bind the United County of Stormont, Dundas and Glengarry

SOUTH NATION RIVER CONSERVATION AUTHORITY

George Darouze,
Chair

Date

Angela Coleman,
General Manager/Secretary-Treasurer

Date

We have authority to bind the South Nation River Conservation Authority

SCHEDULE “A”

Roles and Responsibilities

The roles and responsibilities of the County shall include:

Forest Activities

- a) final approval of annual budgets and work plans for the management of the Forest including managing the Forest Reserve Fund;
- b) administering the sale of forest product sales and other silvicultural treatments as required by the County’s procurement policies;
- c) build and maintain forest level data base, mapping and inventory, such as forest stand level information, soil types, ownership patterns and boundaries;
- d) final approval of the five-year operating plan and the twenty-year management plan;
- e) participate directly in public consultation;
- f) final approval of the use and management of the Forest; and
- g) development of protocol and policies relating to trespass issues, drainage, fencing, etc. in consultation with SNC.

Roadside Tree Program Activities

- a) review and approve the Annual Work Plan and Annual Report by March 31; and
- b) provide a list of new roadside tree planting sites by July 31;
- c) provide and maintain site signage;
- d) maintain the roadside tree program database (maps) for use by County Road maintenance staff and contractors;
- e) where possible undertake manual or mechanical site maintenance (mowing); and
- f) provide financial support to the program to an amount as determined within the annual County budget.

Woodlot Advisory Service

- a) final approval of annual budgets, work plans, and grant criteria.
- b) provide financial support to the program to an amount as determined within the annual County budget; and
- c) promotion of the program.

The roles and responsibilities of SNC shall include:

Forest Activities

- a) property administration including resolving boundary disputes, responding to public inquiries for use of the forest, and addressing illegal forest activities; and
- b) preparation and implementation of forest management planning and operations in consultation with the County, including the preparation of a Five-Year Operating Plan for the period of 2022-2026; and
- c) commencement of the 20-year Operational Plan Review in 2022; and

- d) preparation of annual reports by March 31st the year following implementation; and
- e) maintaining records of all treatments (i.e., planting, regeneration surveys, harvesting, etc.) conducted within the Forest; and
- f) conducting forest product sales and other silvicultural treatments as required in collaboration with the County's procurement policies; and
- g) construction and maintenance of roads, trails, fencing, gates, and signage; and
- h) providing forest management services, including property maintenance and public contact activities in collaboration with the Raisin Region Conservation Authority where practical.

Roadside Tree Program Activities

- a) prepare an Annual Work Plan and budget by November 30.
- b) prepare an Annual Report by October 31.
- c) complete an initial site inspection for all proposed planting sites. Each site will be evaluated based on soil suitability, utility obstructions and right-of-way width.
- d) formulate a site layout for all approved sites.
- e) be responsible for site preparation, establishment, tending and survival assessment until free-to-grow. Free-to-grow will vary from site to site depending on soil conditions and vegetation competition.
- f) when feasible, coordinate volunteer participation. Volunteer support may include community groups, students, and individuals. Coordinate additional funding support from corporations, individuals, environmental agencies; and
- g) provide a roadside tree advisory service. This service would be provided at the request of the County at no additional cost.

Woodlot Advisory Service

- a) Maintain records of all site visits.
- b) Conduct site visits to landowners and administer landowner grants as per grant eligibility criteria.
- c) Communication in partnership with the County corporate services.
- d) Provide itemized invoices at mid-year and year end.
- e) Provide updates to the County on a quarterly basis.
- f) Provide a memo to Council at the year-end.
- g) Work in collaboration with the Raisin Region Conservation Authority where practical.