

Memorandum of Understanding

This Memorandum of Understanding is made this ____ day of _____, 2022

BETWEEN: **The United Counties of Stormont, Dundas and Glengarry**

(hereinafter called the "County")

AND: **SDG Chapter of the Ontario Woodlot Association**

(hereinafter called "SDGOWA")

Witnesseth that:

The County grants to the SDGOWA permission to use the Osnabruk Forest (as described in Section 3) for organized trails used for non-motorized outdoor recreation and education activities in accordance with the following:

SECTION 1: PARTIES

SDGOWA – A community, not-for-profit corporation that promotes protection of forests in Stormont, Dundas & Glengarry, while promoting their environmental, economic, and social benefits. This organization, in partnership with the County, will maintain a network of nature trails in the Osnabruk Forest.

The County – An upper-tier municipality that owns and manages the County Forests, which includes the subject property.

South Nation Conservation (hereinafter called SNC) – A watershed-based conservation organization that has been contracted to provide forest management and property administration services to the County on their forest properties, which includes the subject property.

SECTION 2: DEFINITIONS

In the Agreement, the following terms will have the following meanings:

“**Agreement**” means this agreement entered into between the County and the SDGOWA, and any amending agreement entered.

“**Amendments**” means any minor changes to the agreement authorized in writing by the County

“**County Designated Representative**” for the purpose of this MOU, means South Nation Conservation, and will include South Nation Conservation staff designated as the Forest Manager under Forest Stewardship Council Certification or his representative as required.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Expiry Date**” means April 30th, 2027.

“**Forest Policy Plan**” means the document, approved by the Council of the United Counties of Stormont, Dundas and Glengarry on September 18, 2006, that sets forth the mission, objectives and strategies for the SDG County Forest

“**Memorandum of Understanding**” means this agreement entered into between the County and the SDGOWA, and any amending agreement entered.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**SDGOWA Representative**” means one or more Directors of the SDGOWA appointed by the SDGOWA.

“**Work**” means the undertaking described in Schedule “E”.

SECTION 3: LOCATION

Property Description – Osnabruck Forest

This MOU includes those lands owned by the County in the United Counties of Stormont, Dundas and Glengarry, as per the map attached as Exhibit A, hereinafter called the “Osnabruck Forest” and described as:

COMPARTMENTS	LOT(S)	CONCESSION(S)	FORMER TOWNSHIP	APPROXIMATE AREA (HECTARES)
Osnabruck Forest	15	8	Osnabruck	2.66

SECTION 4, RESPONSIBILITY

SDGOWA agrees that all its members will be made aware of the conditions of this agreement and that they are expected to abide by the terms herein.

The County agrees to assist in the promotion of SDGOWA activities on the Osnabruck Forest.

SECTION 5, TERM

This Memorandum of Understanding (hereinafter referred to as "MOU") shall commence on the date of signing and shall remain in effect until April 30th, 2027. Thirty (30) days written notice shall be required prior to termination of the MOU by any party. Minor amendments may be made to this MOU with agreement in writing by SDGOWA and County staff. Review and renewal of this agreement may be done by County staff.

SECTION 6, RIGHTS OF USE

The County reserves the right to use and to make alterations to the Osnabruck Forest consistent with meeting the County Forest - Forest Policy Plan. The County also reserves the right to refuse permission for an activity that, in the County's opinion, has or will have a negative impact on the Forest or is not consistent with the Forest Policy Plan.

SDGOWA agrees that this MOU bestows no exclusive rights to access and use of the Osnabruck Forest and that no fees can be levied by them for this use.

SECTION 7, PERMITTED ACTIVITIES

A) The County agrees that SDGOWA is permitted to engage in the following activities on the Osnabruck Forest without requesting permission from the County:

- 1) Use of existing trails for non-motorized recreation.
- 2) Placing garbage cans at trail heads for use by the trail users.
- 3) Using non-motorized mechanical means to maintain existing trails to a maximum width of 2 metres.
- 4) Installation and removal of trail markers along existing trails and other County-approved signage.

B) SDGOWA agrees to provide detailed plans and to obtain permission from the County at least one week prior to engaging in the following activities:

- 1) Organized events that will be held in the Osnabruck Forest.
- 2) The establishment of new trails.
- 3) Trail maintenance or construction work that will involve the exposure of mineral soil (i.e., removal of all vegetation and organic matter) in or within 30 meters of watercourses, wetlands, or other sensitive areas.
- 4) The use of motorized vehicles to maintain or construct trails.
- 5) The mechanical removal of brush from existing trails using motorized equipment.
- 6) The chemical removal of brush or vegetation from existing trails by qualified professionals.

SECTION 8, ITEMS OR ACTIVITIES NOT PERMITTED

SDGOWA agrees that the following are not permitted in the Osnabruck Forest:

- 1) Camping
- 2) Fires of any type
- 3) Permanent structures (unless authorized in writing by County staff)
- 4) Motorized vehicles.

- 5) Cutting of trees other than as specified in SECTION 7.

SECTION 9, REGULATIONS

All activities carried out by SDGOWA shall be conducted in accordance with all laws, by-laws and regulations affecting such activities.

SECTION 10, PERMITS

SDGOWA agrees to obtain, at their expense, all permits from public authorities that may be required for activities performed under this MOU and to comply with all municipal, Provincial, Federal, and other laws, statutes, by-laws and requirements.

SECTION 11, SAFETY

SDGOWA agrees to conduct all activities in a safe manner in compliance with the provisions of the Occupational Health and Safety Act. SDGOWA is responsible for ensuring compliance to the O.H.S.A. of all persons involved in SDGOWA activities, including contractors that may be hired by SDGOWA to perform work in the Osnabruck Forest.

SECTION 12, INSURANCE

SDGOWA shall, at its expense, obtain and maintain until the termination of the agreement or otherwise stated, insurance as described herein:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$5,000,000 annual aggregate relating to its obligations under this Agreement. 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 & volunteers as Additional Insured(s); employers Liability including voluntary compensation; contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the United Counties of Stormont, Dundas & Glengarry and South Nation Conservation as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the County or South Nation Conservation.

SECTION 13, HOLD HARMLESS

SDGOWA agrees to indemnify and save harmless the County and its Designated Representative from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted for any damage or injury to persons or property occasioned in the carrying on the operations of SDGOWA under this agreement or by any neglect, misfeasance, or nonfeasance on SDGOWA's part or on the part of persons employed by SDGOWA or under its control.

SDGOWA agrees to release the County and its Designated Representative from any and all claims for injury or damage to property, however caused, which may be sustained by SDGOWA or their members while carrying out operations under this MOU.

SECTION 14, COST

SDGOWA agrees to pay any costs incurred for its administration and operation and/or any activities undertaken by SDGOWA in the Osnabruck Forest, unless otherwise arranged with the County. The County is not obliged to incur expenditures in excess of that which is approved in the County Council budget.

SECTION 15, CONDITION OF THE SITE

SDGOWA agrees that its activities shall not, in the opinion of the County, have a negative impact on the Osnabruck Forest.

SECTION 16, THE COUNTY'S DESIGNATED REPRESENTATIVE

The County shall identify a designated representative who may act as primary liaison and shall act on its behalf for the purposes of primary liaison, monitoring activities and ensuring compliance with all aspects of this MOU.

The County's designated representative for the purposes of this MOU is:

South Nation Conservation (SNC)
38 Victoria Street
Finch, Ontario
K0C 1K0
(613) 984-2948

The term "County's designated representative" will include South Nation Conservation staff designated as the Forest Manager under Forest Stewardship Council Certification or his/her representative as required.

The County retains the right to conduct or have conducted by its designated representative inspections of the activities from time to time and to order the immediate cessation of all activity if any violation of this MOU occurs, or site conditions are not suitable in the opinion of the County to permit such activities.

The County's designated representative is not authorized to change the MOU, or to bind the County to other agreements.

SECTION 17, SDGOWA'S REPRESENTATIVE(S)

SDGOWA will appoint one or more Directors as the primary liaison(s) with the County for the purposes of this MOU. It will be the responsibility of SDGOWA to inform the County which Director(s) will represent SDGOWA for the purposes of this MOU and also of changes in personnel as they occur.

SECTION 18, ANNUAL MEETING

SDGOWA and the County agree to meet annually, no later than October 15th each year, to summarize the previous season's activities and to discuss proposed activities for the upcoming year.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals

on this _____ day of _____, 2022.

Witness

Carma Williams, Warden, United Counties of Stormont, Dundas and Glengarry

Witness

Kimberley Casselman, Clerk, United Counties of Stormont, Dundas and Glengarry

Witness

SDG Chapter of Ontario Woodlot Association