

MEMORANDUM OF UNDERSTANDING

Forestry Services Township of Edwardsburgh Cardinal

This Memorandum of Understanding made on the _____ day of _____ in the year 2023.

BETWEEN

TOWNSHIP OF EDWARDSBURGH CARDINAL

(hereinafter the "Township")

- and -

SOUTH NATION RIVER CONSERVATION AUTHORITY

(hereinafter "SNC")

AND WHEREAS The Township has the need for professional forestry services;

AND WHEREAS SNC has the staff and expertise to assist the Township with forestry services;

AND WHEREAS the Township has approved sufficient funds to carry out the work;

NOW THEREFORE the Parties agree as follows:

1. Entire MOU

1.1 This MOU, together with:

Schedule "A" -	Roles and Responsibilities
Schedule "B" -	Summary of Work Schedule and Budget

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.

2. 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 Township;

“Parties” means the Township and SNC.

“Party” means either the Township or SNC.

“Work” means the responsibilities described in Schedule ‘A’.

3. Purpose

- 3.1 The purpose of this MOU is to establish a partnership between the Township and SNC for delivery of the Work.

4. Representations, warranties, and covenants

- 4.1 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.

5. Term

- 5.1 The term of the MOU shall commence on signing and expire on March 31, 2024.

6. Budget

- 6.1 The Township is responsible for contributing all funds necessary for the Work.
- 6.2 The cost for the provision of management services for the Work shall be established annually within the Township budgeting process.

7. Payment

- 7.1 SNC shall invoice the Township annually.
- 7.2 The Township shall pay all invoices within thirty (30) days of receipt.

8. Insurance

- 8.1 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 Township/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 Township/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.
- 8.2 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.
- 8.3 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.
- 8.4 Each party shall, upon request, provide evidence of WSIB or its equivalent.

Indemnity

- 9.1 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.

10. Force majeure

- 10.1 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. Termination

- 11.1 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.

12. Notice

- 12.1 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 Township: Township of Edwardsburgh Cardinal
18 Centre Street, P. O. Box 129
Spencerville, ON, K0E 1X0
Attention: Ms. Rebecca Williams, Clerk

To SNC: South Nation River Conservation Authority
38 Victoria Street, P.O. Box 29
Finch, ON, K0C 1K0
Attention: Ms. Ronda Boutz, Secretary-Treasurer

13. Severability of provisions

- 13.1 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.

14. Counterparts

- 14.1 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.

15. Amendments

- 15.1 The MOU may only be amended by a written agreement duly executed by the Parties.

16. Assignment

- 16.1 SNC shall not assign any of its rights or obligations under the MOU without the prior written consent of the Township. 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.

17. Governing law

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

[signature page follows]

SIGNED

TOWNSHIP OF EDWARDSBURGH CARDINAL

Tory Deschamps
Mayor

Date

Rebecca Williams
Clerk

Date

We have authority to bind the Township of Edwardsburgh Cardinal.

SOUTH NATION RIVER CONSERVATION AUTHORITY

Pierre Leroux
Chair

Date

Carl Bickerdike
Chief Administrative Officer

Date

We have authority to bind the South Nation River Conservation Authority.

SCHEDULE “A”

Roles and Responsibilities

The roles and responsibilities of the Township include:

1. Secure and manage third-party contractors for arboriculture services identified in tree assessments; and
2. Provide program and services funding as determined within the Township budget.

The roles and responsibilities of SNC include:

1. Tree Assessments
 - a) Conduct site visits and prepare arboricultural workplans to mitigate effects of recent 2022 severe storm events; and
 - b) Provide specifications to Township staff for inclusion in Request for Proposals for arboricultural service to third-party contractors.
2. Tree Planting
 - a) Develop planting site plans for municipal-owned properties;
 - b) Secure tree stock as per planting site plans;
 - c) Coordinate tree delivery and cold storage;
 - d) Secure and manage third-party contracts for site preparation, planting, and tending; and
 - e) Supervise tree planting contractors as per the annual work plan.
3. Provide itemized invoice at year-end or when funds are fully allocated, whichever is the earliest date.

SCHEDULE "B"

Summary of Work Schedule & Budget

Description	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Cost
SNC: Tree Assessments and Site Plans						\$10,000
Township: Trimming/Removal/Cleanup (based on condition assessments)						\$100,000
SNC: Tree Replacements						\$40,000
Total						\$150,000