

MEMORANDUM OF UNDERSTANDING

Forestry Services Township of Edwardsburgh Cardinal

This Memorandum of Understanding made on the 1st day of June in the year 2024,

BETWEEN

TOWNSHIP OF EDWARDSBURGH CARDINAL
(a municipal corporation under the Municipal Act, 2001, S.O. 2001 c. 25)
(hereinafter the "Township")

- and -

SOUTH NATION RIVER CONSERVATION AUTHORITY
(a conservation authority under the Conservation Authorities Act, R.S.O. 1990 c. C-27)
(hereinafter "SNC")

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 wishes to engage SNC for services and has approved sufficient funds to carry out the work;

NOW THEREFORE the Parties agree as follows:

Entire MOU

1.1 This MOU, together with:

Schedule "A" -	Roles and Responsibilities
Schedule "B" -	Summary of Work Schedule & Budget
Schedule "C" -	2024 SNC Fee Schedule

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 Township;

“Parties” means the Township and SNC.

“Party” means either the Township or SNC.

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

Purpose

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

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.

Term

- 5.1 The term of the MOU shall commence on signing and expire on March 31, 2025.

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.

Payment

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

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.
- 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.

Force majeure

10. 1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a "force majeure event"). If a force majeure event frustrates the performance of this Agreement, the Contractor shall be entitled to costs reasonably and properly incurred in the performance of the Agreement prior to the date of the event.

- 10.2 The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. SNC may, however, terminate this Agreement should the interruption continue for more than thirty (30) days.
- 10.3 Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

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.

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 (Ontario) K0E 1X0
Attention: Ms. Rebecca Williams, Clerk

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

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.

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.

Amendments

- 15.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

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.

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



Ronda Boutz,
Secretary-Treasurer

July 29, 2024

Date

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

SCHEDULE “A”
ROLES AND RESPONSIBILITIES

The roles and responsibilities of the Township shall include:

1. Secure and manage third-party contractors for arboriculture services identified in tree assessments;
2. Communicate and liaise with private landowners regarding tree removals and potential private land planting.
3. Provide program and services funding as determined within the Township budget; and
4. Support the promotion of the programs and services.

The roles and responsibilities of SNC shall include:

1. Tree Assessments
 - a) Conduct site visits and prepare arboricultural workplans to mitigate effects of recent 2022 severe storm events;
 - 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 and/or private 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;
 - 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	June		July					August			Sept		Cost	
Tree Assessments and Site plans														\$5,000.00
Trimming/Removal/Cleanup (based on condition assessments)													\$50,000.00	
Tree Replacements														\$35,000.00
Total														\$90,000.00



SCHEDULE C: INFORMATION AND PROFESSIONAL SERVICES

Product/Service		2024 Fee
Hourly Staff Rate		
	Assistant	\$75/hour
	Technical	\$95/hour
	Specialist	\$110/hour
	Professional	\$115/hour
	Management	\$125/hour
	Senior Management	\$140/hour
Digital Data and Maps		
Monitoring data, GIS files, Aerial photography ¹		\$170 plus staff time (Specialist Rate)
Natural Hazard and Other Digital Maps		\$215 plus staff time (Professional Rate)
Customized Maps		\$90 plus staff time (Specialist Rate)
Reports		
Base Cost (digital and paper)	Small: 1-30 pg	\$140
	Medium: 31-100 pg	\$275
	Large: >100 pg	\$430
Photocopying	Black and White	\$0.55
	Colour	\$1/page - plus staff time
Floodplain Models		
Hydraulic Model (HEC RAS model files) ^{1,2}		\$2,200 per model - plus staff time
Hydrologic Model (HEC-HMS, SWMHYMO model files) ^{1,2}		

Note: There is a minimum staff time charge of ½ hour.

¹ A signed digital data license agreement is required.

² A copy of the updated input and output files and revised floodplain maps must be provided.