



SOUTH NATION
CONSERVATION
DE LA NATION SUD

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Board of Directors

Supplemental Agenda

Date: April 20th, 2023

Time: Immediately following the South Nation Source Protection Authority meeting

Location: SNC Watershed Room
SNC Office
38 Victoria Street
Finch, ON K0C 1K0



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Board of Directors

Supplemental Agenda

April 20th, 2023, immediately following the South Nation Source Protection Authority Meeting

1. New Business

- a. Update: Estimated Statement of Operations for March 31st, 2023: Johanna 3-4
- b. Request for Approval: UCPR Forestry Services Agreement 5-13

2. Closed

- a. Request for Approval: Land Acquisition(verbal): Pat

Carl Bickerdike,
Chief Administrative Officer.

/rb



To: Board of Directors
From: Johanna Barkley, Director of Finance
Date: April 18, 2023
Subject: Update: Estimated Statement of Operations for March 31st, 2023

RECOMMENDATION:

The Board of Directors receive and file the Estimated Statement of Operations for the year ending December 31st, 2023, as of March 31st, 2023, update.

DISCUSSION:

The Net Overall amount represents total expenditures, operating, capital, and project, minus total revenue. The operational budget is the day-to-day expenses the Authority requires for normal activities. Expenses for projects are normally for a fixed term period. Capital expenditures are as per SNC's *Tangible Capital Assets Policy* revised in August 2021. "Tangible" capital assets are goods that have a life expectancy of more than one (1) year, and costs normally over \$5,000, with some exceptions. This Policy can be reviewed at any time, if necessary.

Currently, Senior Management, Team, and Project Leads are estimating a surplus of \$242,000. A full review of 2023 revenues and expenditures will continue through to the end of 2023.

The final 2023 reserve transfer will be presented to the Board along with the audited financial statements at the March 2024 board meeting.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget

The 2023 budget represents the Board of Directors approved Budget of January 19th, 2023.

SNC Policy Adherence:

SNC approved Policies are adhered to.

Johanna Barkley,
Director of Finance.

Attachments: Estimated Statement of Operations



ESTIMATED STATEMENT OF OPERATIONS As of March 31, 2023	Current YTD Actuals 2023	Final Budget 2023	Updated Forecast Dec 31 2023
EXPENDITURES			
OPERATING EXPENSE			
Resource Management			
Water Response Programs	- 19,387	527,110	130,687
Partner Programs	91,916	1,229,930	1,228,733
Total Resource Management	72,529	1,757,040	1,359,420
Property & Approvals			
Property	365,990	1,133,169	1,223,449
Approvals	302,193	1,621,247	1,476,170
Total Property & Approvals	668,182	2,754,416	2,699,619
Corporate & Community Services			
Corporate Services	249,133	1,193,327	1,267,147
Information Management and Technology	18,243	179,420	179,420
Communications and Outreach	75,888	358,193	449,053
Total Corporate & Community Services	343,263	1,730,940	1,895,620
TOTAL OPERATING EXPENSE	1,083,974	6,242,396	5,954,659
CAPITAL and PROJECT EXPENSE			
Resource Management			
Capital	0	5,000	5,000
Projects	52,740	765,543	1,116,050
Total Resource Management	52,740	770,543	1,121,050
Property & Approvals			
Capital	524,422	1,833,300	2,037,435
Projects	291,066	452,215	1,234,647
Total Property & Approvals	815,488	2,285,515	3,272,082
Corporate & Community Services			
Capital	-	25,000	25,000
Projects	-	-	-
Total Corporate & Community Services	-	25,000	25,000
TOTAL CAPITAL AND PROJECT EXPENSE	868,228	3,081,058	4,418,132
TOTAL OVERALL EXPENSE	1,952,203	9,323,454	10,372,791
REVENUE			
Other Sources	1,055,676	4,063,753	5,316,010
General Levy	1,122,464	3,920,525	3,920,525
Special Levy	511,119	522,500	526,500
Forest Land Acquisition	26,798	383,500	383,500
Source Protection	20,897	118,456	118,456
MNRF (Regular)	-	91,070	91,070
TOTAL REVENUE	2,736,954	9,099,804	10,356,061
NET OVERALL	(784,751)	223,650	16,730
Transfer To / (From) Reserve	0	(223,650)	(258,975)
Cash Deficit / (Surplus) End of Year	(784,751)	1	(242,246)



To: Board of Directors
From: Ronda Boutz, Secretary-Treasurer
Date: April 17th, 2023
Subject: Request for Approval: UCPR Forestry Services Agreement

RECOMMENDATION:

The Board of Directors approve entering into a 5-year agreement with the United Counties of Prescott and Russell (UCPR) for the delivery of forestry services on a cost-recovery basis; and

FURTHER THAT: the Board of Directors approve disbursement of approximately \$541,000 in UCPR partnership funding for cleanup and reforestation of properties within UCPR's jurisdiction affected by the May 21, 2022, derecho storm.

DISCUSSION:

South Nation Conservation (SNC) has provided forestry services to the United Counties of Prescott and Russell (UCPR) for over a decade. These services include, but are not limited to, Larose Forest tree planting and the Woodlot Advisory Service.

Recent amendments to the *Conservation Authorities Act* require the signing of a Category 2 municipal services agreement for the continued delivery of the forestry services. A copy of the draft agreement is attached.

UCPR has recently secured provincial funding to assist landowners with recovery from the May 21st, 2022, derecho storm. Funding will support cleanup and regeneration of private forests within UCPR.

UCPR has requested that SNC deliver the funding (\$541,000) to landowners through a new grant program. SNC staff will work with UCPR to develop the program criteria, eligibility, and cost-share level.

Partner forestry activities are established and implemented under annual work plans and budget approved by UCPR. All forestry services are provided to UCPR on a 100% cost-recovery basis.

FINANCIAL IMPLICATIONS/ADHERENCE TO SNC POLICY:

Compliance with Budget: The 2023 Budget includes Larose Forest tree planting and the Woodlot Advisory Service for the United Counties of Prescott and Russell under Resource Management: Partner Programs: Forests on pages 16-17. The new derecho storm cleanup grant program is not included in the 2023 Budget; it will be delivered on a 100% cost-recovery basis.



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SNC Policy Adherence: Subsection 21.1.1 (1) of the *Conservation Authorities Act* enables SNC to provide municipal programs and services on behalf of a municipality within its area of jurisdiction under agreement.

Programs and Services Category: Category 2 – Municipal Service Agreement: Forestry Services

Ronda Boutz,
Secretary-Treasurer.

Attachments: Memorandum of Understanding: Forestry Services – United Counties of Prescott and Russell

MEMORANDUM OF UNDERSTANDING

Forestry Services United Counties of Prescott and Russell

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

BETWEEN

UNITED COUNTIES OF PRESCOTT AND RUSSELL

(hereinafter the "County")

- and -

SOUTH NATION RIVER CONSERVATION AUTHORITY

(hereinafter "SNC")

WHEREAS SNC and the County have enjoyed an on-going partnership for forestry programs and services including the Woodlot Advisory Service and Larose Forest tree planting;

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

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

AND WHEREAS the County wishes to continue the partnership with SNC for services where identified 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.

“Programs” means the programs described in Schedule ‘A’.

Purpose

3. The purpose of this MOU is to establish a partnership between the County and SNC for delivery of the Programs.

Representations, warranties, and covenants

4. 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. The term of the MOU shall commence on signing and expire on December 31, 2027.

Budget

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

Payment

- 7.1 SNC shall invoice the County annually.
- 7.2 The County shall pay all invoices within fourteen (14) 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 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.
- 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. 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. 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.

Termination

11. 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. 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 Prescott and Russell
59 Court Street, P. O. Box 304
L'Orignal (Ontario) K0B 1K0
Attention: Mr. Louis Prevost, Director, Planning and Forestry

To SNC:

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

Severability of provisions

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

Assignment

16. 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

17. 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 PRESCOTT AND RUSSELL

Name
Position

Date

I have authority to bind the United County of Prescott and Russell.

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 County shall include:

1. Work with SNC to prepare the annual work plan for required forestry services by September 30th of each year;
2. Provide annual planting plans for Larose Forest;
3. Provide County staff resources as per the annual work plan for Larose Forest tree planting;
4. Provide final approval of annual budgets, work plans, and grant criteria;
5. Provide program and services funding as determined within the annual County budget; and
6. Support the promotion of the programs and services.

The roles and responsibilities of SNC shall include:

1. Larose Forest Tree Planting
 - a) Secure seedling stock as per Counties planting plans;
 - b) Coordinate tree seedling delivery and cold storage;
 - c) Secure and manage third-party contracts for site preparation, planting, and tending;
 - d) Supervise tree planting contractors as per the annual work plan; and
 - e) Complete survival assessments if required.
2. Woodlot Advisory Service
 - a) Maintain records of site visits;
 - b) Conduct site visits to landowners and administer landowner grants as per grant eligibility criteria;
 - c) Promote the program to County residents; and
 - d) Provide itemized invoice at year end or when funds are fully allocated, whichever is the earliest date.
3. Forest Stewardship Programs for Private Landowners
 - a) Provide annual work plan to the County for stewardship programs and services based on funding criteria provided by the County; and
 - b) Coordinate and deliver stewardship programs and services as per the annually approved work plan and budget.