



50 Million Tree Program

Planting Delivery Agent Agreement

Between

Forests Ontario

and

South Nation River Conservation Authority

for the period

October 1, 2022, to September 30, 2023

Planting Delivery Agent Agreement

This Agreement is effective as of 1st day of October 2022.

BETWEEN

Forests Ontario (FO)

of the First Part

AND

South Nation River Conservation Authority herein referred to as the Planting Delivery Agent (PDA)

of the Second Part.

WHEREAS

FO's mandate is to increase tree planting on public or privately owned lands in Ontario through collaborative arrangements with Government and local tree planting delivery agents (PDAs);

WHEREAS

FO will increase tree planting by providing PDAs with financial support through the 50 Million Tree Program (50 MTP) that will be directly used to reduce tree planting costs;

WHEREAS

FO must demonstrate an increase in tree planting as a result of the financial support provided to PDAs;

WHEREAS

South Nation River Conservation Authority is committed to work with FO in facilitating the role of PDA, defined as an agency who is actively delivering local tree planting programs and will be a planting partner delivering the 50MTP;

AND WHEREAS

The Agreement, together with all 50 MTP Guidelines referenced hereto are incorporated by reference and constitutes the entire Agreement between the Parties.

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. The PDA shall be responsible for the implementation of this Agreement and shall:**
 - 1.1.** Adhere to all conditions identified in the 50 MTP Guidelines.
 - 1.2.** Provide FO with the number of trees the PDA planted under their tree planting program.
 - 1.3.** Provide FO with a description of the property being planted and other required information via the FO online reporting system.
 - 1.4.** Review, sign and maintain landowner agreements with landowners using the template provided by FO (see 50 MTP Guidelines).
 - 1.5.** Ensure that site plans are developed for each property and include prescriptions for site preparation, tree planting, tending, etc.; and are submitted via the FO online reporting system.
 - 1.6.** The PDA will identify other funding sources contributing to the project, i.e., NRCan's 2 Billion Tree Commitment, landowner contribution, PDA in-kind funds, other funding etc.
 - 1.7.** Identify and track seedlings reserved for the 50 MTP from each partner nursery using the stock tracking template provided (see 50 MTP Guidelines).
 - 1.8.** Inspect all stock prior to planting to ensure that it is locally sourced and appropriate for attaining the goals and objectives of the site plans. Nursery stock used in the program will meet the Nursery Stock Size Parameters listed in the 50 MTP Guidelines.
 - 1.9.** Ensure that all planting prescriptions are completed in accordance with good forestry practices and that a member (Full or Associate) of the Ontario Professional Foresters Association (OPFA) certifies all prescriptions and site plans. The OPFA member must also sign the invoice summary(ies) for site plans, refill, post plant reports, and survival assessments.
 - 1.10.** Ensure that all sites planted under this Agreement are in accordance with the site plan attached to the landowner agreement.
 - 1.11.** Coordinate and/or supervise the ordering and shipping of trees, site preparation, planting and tending of eligible sites.
 - 1.12.** Ensure that all services provided are conducted by qualified agencies or individuals with proven related tree planting experience.

- 1.13.** Ensure that all staff and contractors that may be retained for various activities associated with the planting operations, are adequately covered with at least \$2,000,000 of public liability insurance and provide proof of workers' compensation and any other licenses or permits required to perform any of the services provided (e.g., pesticide exterminator license). A certificate of insurance must be available upon request by FO.
- 1.14.** Ensure that any operations carried out by the landowner and paid for under this program, are done in accordance with FO's Best Management Practices for Tree Planting (see 50 MTP Guidelines) and with the necessary licenses and permits (e.g., pesticide exterminator license).
- 1.15.** Ensure that post-plant reports include number of trees planted, planting quality assessment, tending activity, four (4) geotagged photographs of the planting site pre- and post-planting, operational costs, and geospatial coordinates of the planting site(s) for each property, and is submitted via FO's online reporting system.
- 1.16.** Ensure that survival assessments are conducted according to the procedures outlined in the 50 MTP Guidelines at years two (2) and five (5) following the planting; and the data is entered into FO's online reporting system, along with detailed reports of follow-up tending activities.
- 1.17.** Ensure that a refill treatment is planned for every planting site where survival is lower than 60% (see 50 MTP Guidelines).
- 1.18.** Ensure that activities carried out by the PDA, staff, or agents thereof under this Agreement, comply with all federal, provincial, and municipal laws.
- 1.19.** Ensure that all invoice(s) are completed on PDA letterhead and submitted with the signed invoice summary(ies) generated from FO's online reporting system.
- 1.20.** Ensure that FO and the 50 MTP are recognized in any relevant social media posts, communications materials and/or correspondence with landowners
- 1.21.** Support the planning and implementation of a site visit if FO, a sponsor, or funding agency supporting a 50 MTP project requests a site visit, and landowner permission is obtained. FO and/or one of its sponsors/funding agencies will not enter any property or project area without permission of the landowner.

2. FO shall be responsible for the implementation of this Agreement and shall:

- 2.1** Designate a contact liaison person to receive updates on PDA activities.
- 2.2** Assist the PDA in reviewing progress and implementation of this Agreement.
- 2.3** Authorize all planting sites prior to implementation. Confirmation notice via email will be provided to PDA upon authorization of each submitted site.
- 2.4** Report promptly to the PDA any corrective measures required that are consistent with the objectives of this Agreement.
- 2.5** Maintain a copy of the required reports for each site planted under FO's 50 MTP through FO's online reporting system.
- 2.6** Ensure that payments are made to the PDA within 30 days of receipt of invoice(s) with appended invoice summary(ies), and any required reports attached as determined and at the sole discretion of FO;
- 2.7** If FO, a sponsor, or funding agency supporting a 50 MTP project requests a site visit, FO will reach out to the PDA to contact the landowner to obtain permission. FO and/or one of its sponsors/funding agencies will not enter any property or project area without permission of the landowner.

3. Term of Agreement

- 3.1.** This Agreement shall be in effect as of October 1st, 2022, to September 30, 2023.
- 3.2.** FO has the right to terminate this Agreement at any time upon sixty-day written notice to the PDA.
- 3.3.** Upon termination of this Agreement, FO shall only pay for trees planted or other silvicultural operations completed as per the amounts approved, and subject to any adjustments contemplated in the 50 MTP Program Guidelines.

4. Financial Provisions

- 4.1.** FO's funding commitments contained herein are conditional upon the allocation and payment of relevant monies from Natural Resources Canada (NRCan) and other funding sources.
- 4.2.** A maximum of **\$1.85** per seedling will be available to the PDA for new tree planting project costs under the 50 MTP.
- 4.3.** Funds from FO can be applied to the full cost of all expenses, including HST. The cost breakdown is outlined in Table 1 (refer to page 7 of this Agreement).
- 4.4.** Partner nurseries (Somerville Seedlings, Ferguson Tree Nursery, Pineneedle Farms, PRT) have received a deposit per seedling for stock being grown for the 50 MTP. The partner nurseries will deduct the stock deposit amount per seedling for stock purchased on the final nursery invoice to the PDA.
- 4.5.** Once FO has approved submitted site plans, FO shall pay the rate per tree, with stock

deposit deducted.

- 4.6.** Stock sourced from other nurseries must be approved by FO prior to reserving stock. If approved, the PDA will receive payment for the stock deposit and rate per tree at time of post-plant payment.
- 4.7.** Once FO has approved post-plant reports submitted by the PDA, FO shall pay the balance of the \$1.75 rate. The final rate applied may vary, depending on:
- stock deposit payment
 - seedling allocation in approved site plan(s)
 - total number of seedlings planted at project close.
- 4.8.** Once FO has approved Year 2 and Year 5 survival assessment reports submitted by the PDA, FO shall pay \$0.05/seedling per assessment.
- 4.9.** All monies received from FO are inclusive of all applicable taxes.
- 4.10.** The PDA covenants and agrees that in the event any site plans are cancelled, the PDA will reimburse FO for all funding received from FO, including stock deposit payments.
- 4.11.** The PDA shall be obligated to reimburse FO for applicable costs outlined in clause 4.2 no later than September 30th of the planting year. If the PDA fails to reimburse FO for costs associated with cancelled site plans, FO shall be entitled to reduce any future funding payable to the PDA equal to amounts owed to FO.
- 4.12.** The claims for payment, requests, notices, and information referred to in this Agreement shall be sent in writing or by any method of telecommunications and, unless notice to the contrary is given, shall be addressed to the party concerned at the following address:

To: Forests Ontario
15 Maple Ave unit #103
Barrie, ON L4N 2N6
Phone: 416-646-1193 Ext. 227
Email: restoration@forestsontario.ca

To:
Attention: Cheyene Brunet
38 Victoria Street
Finch, Ontario, K0C 1K0
Email: cbrunet@nation.on.ca
Phone: 877-984-2948

Notification will be effective 5 business days after being sent.

Table 1: 2023 Schedule and Rate Structure for 50 MTP Planting Projects

Activity	Deadline to submit via FO's online reporting system	Rate per Seedling
2023 Planting Projects	Spring 2023	\$1.85
Allocation turn-back	February 3 rd , 2023	N/A
Site plan submission	March 6 th , 2023	Rate varies depending on <ul style="list-style-type: none"> • stock purchased • stock deposit
Post-plant report submission	July 31 st , 2023	Rate varies depending on <ul style="list-style-type: none"> • stock deposit payment • seedling allocation in approved site plans • total number of seedlings planted at project close.
Survival assessment: year 2	November 30 th , 2024	\$0.05
Survival assessment: year 5	November 30 th , 2027	\$0.05
Refill request submission	November 30 th , 2022	\$1.75

5. Audit and Accounting Provisions

5.1. The PDA shall maintain a physical or digital copy of the site plan, post plant report, survival assessments, maps, photographs, cost information and any other related material including accounts of its revenue received and expenses incurred and paid in connection with this Agreement for a 15-year period. The PDA shall make such accounts and records available at all reasonable times for inspection and audit by FO, NRCAN or its authorized representative who may make copies and take extracts therefrom.

6. General Provisions

- 6.1.** Participation in the 50 MTP is strictly voluntary and specifically any projects or activities which involve land must have the authority and cooperation of the landowner on whose land the proposed project or activity is to take place.
- 6.2.** Failure to fully comply with the terms and conditions of this Agreement will disqualify the PDA for the 50 MTP or any other FO programs. If a PDA does not conform to this Agreement, including the 50 MTP Guidelines, the non-conformance will be reviewed by FO who will: i) develop corrective actions to be implemented by the PDA at the PDAs own expense, or ii) deem the PDA ineligible from further participation in the program.

7. Indemnity

- 7.1.** The PDA shall indemnify and save harmless NRCan, FO and its employees and agents from or against any and all claims, damages, loss, costs and expenses which they or any of them may at any time incur or suffer as a result of or arising out of: i) breach of this Agreement, and; ii) any injury to persons (including injuries resulting in death) or loss of or damage to property which may be or be alleged to be caused by or suffered as a result of the carrying out of any work or Activities or any part thereof in connection with this Agreement, except to the extent caused by a breach of duty of FO, its employees or agents.

8. Force Majeure

- 8.1.** 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 prevents the performance of this Agreement, FO will only be liable for its proportionate share of the eligible expenditures incurred and paid to the date of the occurrence of the event.
- 8.2.** 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. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by FO.
- 8.3.** Should either Party claims 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.

This Agreement has been executed on behalf of FO and on behalf of the PDA by an officer duly authorized in that behalf.

SIGNED,

South Nation River Conservation Authority

Name: Carl Bickerdike, CAO

Forests Ontario



Rob Keen, FO CEO