



## **50 Million Tree Program**

Planting Delivery Agent Agreement

Between

Forests Ontario

and

South Nation River Conservation Authority

for the period

October 1, 2023 to November 30, 2029

## **Planting Delivery Agent Agreement**

**This Agreement is effective as of 1<sup>st</sup> day of October 2023.**

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;

WHEREAS

FO will increase tree planting by providing PDAs with financial support through the 50 Million Tree Program (the “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

PDA is committed to work with FO in facilitating the role of a planting delivery agency, being an agency who is actively delivering local tree planting programs throughout 2024 and 2025 and will be a planting partner delivering the 50 MTP;

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 (as defined in Section 6.3).
- 1.2.** Communicate with all landowners within 30 days of referral from a field advisor and ensure that any referral that is not suitable for the PDA but are still eligible projects remain in the 50MTP program by turning the referral back to the field advisor in FO’s online reporting system (the “System”) in accordance with the Guidelines.
- 1.3.** Provide FO with the number of trees the PDA planted under the 50 MTP in accordance with the Guidelines.

- 1.4.** Provide FO with a description of the property being planted and other required information via the System.
- 1.5.** Submit signed landowner agreements via the System using the specified template provided by FO (see 50 MTP Guidelines).
- 1.6.** Ensure that site plans are developed for each property and include prescriptions for site preparation, tree planting, tending, etc., are signed by an active member of the Ontario Professional Foresters Association (“OPFA”) and are submitted via the System.
- 1.7.** Identify and track seedlings reserved specifically for the 50 MTP from each partner nursery using the stock tracking template provided and submit to nurseries and FO upon request (see 50 MTP Guidelines).
- 1.8.** Inspect all stock prior to planting to ensure good quality and appropriate for attaining the goals and objectives of the site plans. If there is an issue, the nursery and FO must be notified immediately, and such stock will not be used until the issue is rectified. 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 OPFA certifies all prescriptions and site plans. The OPFA member is only required to sign the official site plan, which must be submitted to the FO as part of the applicable landowner agreement.
- 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. 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.
- 1.13.** 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).
- 1.14.** Ensure that post-plant reports for each property include final number of trees planted, planting quality assessment for each site, tending activity, two (2) - geotagged pre-plant photographs, two (2) geotagged post-plant photographs, operational costs, geospatial coordinates of the planting site(s) for each property, and is submitted via the System.
- 1.15.** 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 the System, along with detailed reports of follow-up tending activities.
- 1.16.** Ensure that a refill treatment is planned and implemented for every planting site where

survival is lower than 60% (see 50 MTP Guidelines).

- 1.17.** Ensure that activities carried out by the PDA, staff, or agents thereof under this Agreement, comply with all federal, provincial, and municipal laws.
- 1.18.** Ensure that all invoice(s) are completed on PDA letterhead with associated invoice number and submitted with the invoice summary(ies) generated from the System.
- 1.19.** PDA must credit/recognize Forests Ontario in media (including social media, print, radio and broadcast), as well as communications and/or correspondence with landowners, regarding any Forests Ontario funded planting project through the 50 MTP.
- 1.20.** 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 and/or PDA.

**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 the 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 and/or PDA.

**3. Term of Agreement**

- 3.1.** This Agreement shall be in effect as of October 1, 2023, to November 30, 2029.
- 3.2.** If the PDA does not comply with terms of Agreement, 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.
- 3.4.** Upon termination of this Agreement, the PDA will provide transition services without charge to FO and the replacement planting delivery agent to ensure the needs and commitments of all ongoing projects are met.

#### **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.** Funds from FO must be applied by the PDA in accordance with Table 1 below.
- 4.3.** A maximum of **\$2.50** per seedling will be available to the PDA for completion of new tree planting project costs, including survival assessments year two (2) and five (5) under the 50 MTP.
- 4.4.** Once FO has approved initial site plans and the PDA has submitted an invoice, FO shall pay the site plan deposit rate per tree, which rate will vary depending on the type of stock purchased.
- 4.5.** FO will pay the remaining rate per tree, less site plan deposit and deductions for stock deposits, upon final invoice submission at post-plant. The remaining rate will vary depending on the type of stock purchased.
- 4.6.** Once FO has approved post-plant reports submitted by the PDA, FO shall pay the balance of the \$2.40 rate. The final rate will vary depending on:
  - stock deposit payment
  - seedling allocation in approved site plan(s)
  - total number of seedlings planted at project close.
- 4.7.** Once FO has approved Year 2 and Year 5 survival assessment reports submitted by the PDA, FO shall pay \$0.05/seedling per assessment.
- 4.8.** For greater certainty, the amounts paid pursuant to Sections 4.4, 4.5, 4.6 and 4.7 will not exceed \$2.50 per seedling.
- 4.9.** All monies received from FO are inclusive of all applicable taxes.
- 4.10.** 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 approved stock deposit amount (\$0.50) per seedling for stock purchased on the final nursery invoice to the PDA.
- 4.11.** 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.
- 4.12.** The PDA covenants and agrees that in the event any site plans are cancelled, the PDA will reimburse FO as soon as practicable for all funding received from FO, including stock deposit payments.
- 4.13.** 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.
- 4.14.** 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: Jess Kaknevicus  
Forests Ontario  
15 Maple Ave unit #103  
Barrie, ON L4N 2N6  
Phone: 416-646-1193 Ext. 227  
Email: restoration@forestsontario.ca

To: South Nation River Conservation Authority  
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: 2024/2025 Schedule and Rate Structure for 50 MTP Planting Projects

Activity	Deadline to submit via the System	Rate per Seedling
<b>2024 Planting Projects</b>	Spring 2024	\$2.50 in the aggregate and paid in accordance with the schedule set out below
<b>2025 Planting Projects</b>	Spring 2025	\$2.40
<b>2024 Allocation turn-back</b>	February 2 <sup>nd</sup> , 2024	N/A
<b>2025 Allocation turn-back</b>	February 7 <sup>th</sup> , 2025	
<b>2024 Site plan submission</b>	March 4 <sup>th</sup> , 2024	Rate varies depending on <ul style="list-style-type: none"> <li>stock purchased</li> <li>stock deposit</li> </ul>
<b>2025 Site plan submission</b>	March 3 <sup>rd</sup> , 2025	
<b>2024 Post-plant report submission</b>	July 31 <sup>st</sup> , 2024	Rate varies depending on <ul style="list-style-type: none"> <li>stock deposit payment</li> <li>seedling allocation in approved site plans</li> <li>total number of seedlings planted at project close.</li> </ul>
<b>2025 Post-plant report submission</b>	July 31 <sup>st</sup> , 2025	
<b>2024 Survival assessment: year 2</b>	November 30 <sup>th</sup> , 2025	\$0.05
<b>2025 Survival assessment: year 2</b>	November 30 <sup>th</sup> , 2026	\$0.05
<b>2024 Survival assessment: year 5</b>	November 30 <sup>th</sup> , 2028	\$0.05
<b>2025 Survival assessment: year 5</b>	November 30 <sup>th</sup> , 2029	\$0.05
<b>2024 Refill request submission</b>	November 30 <sup>th</sup> , 2023	\$2.40
<b>2025 Refill request submission</b>	November 30 <sup>th</sup> , 2024	\$2.40

Table 2: PDA Target Allocations (seedlings/year)

Planting Season	Total Allocation
<b>2024</b>	100,000
<b>2025</b>	125,000

## **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. Participation Voluntary, Failure to Comply, Guidelines and Representation and Warranty**

- 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 could disqualify the PDA for the 50 MTP or any other FO programs. If a PDA breaches any terms or conditions of this Agreement, including the 50 MTP Guidelines, such breach will be reviewed by FO who will: i) develop corrective actions to be implemented by the PDA at the PDAs own expense, ii) deem the PDA ineligible from further participation in the program, or and/or (iii) seek indemnification for any associated Losses pursuant to Section 7.1.
- 6.3.** The 50 Million Tree Program Guidelines attached hereto as Schedule “A” (the “50 MTP Guidelines”) are hereby incorporated by reference and form part of this Agreement.
- 6.4.** The PDA represents and warrants to FO that it has not received any other funding sources contributing to its participation in the 50 MTP such as NRCan’s 2 Billion Trees Program, landowner contribution, PDA in-kind funds or other funding other than as disclosed to FO in writing prior to executing this Agreement.

## **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 (collectively, “Losses”) 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 any Losses will be reduced to the extent caused by a breach of this Agreement by FO.

## **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.

## **9. General**

- 9.1.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action or proceeding arising out of or based upon this Agreement.
- 9.2.** In the event that any of the terms, conditions or provisions contained in this Agreement are determined invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions, and provisions which shall continue to be valid to the fullest extent permitted by law.
- 9.3.** The PDA shall not assign or subcontract this Agreement in whole or in part without the prior written consent of FO.
- 9.4.** Any amendment to this Agreement must be in writing and executed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless it is in writing and signed by the waiving party. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.
- 9.5.** The parties hereto agree that the headings in this Agreement form no part of this Agreement but shall be deemed to be inserted for convenience of reference only.

*- Signatures on next page -*

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

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Name: Carl Bickerdike, CAO

Forests Ontario

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Jessica Kaknevicius, CEO